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**MASTER CONTRACT**

**2004 - 2007**

**THE SCHOOL DISTRICT OF  
ESCAMBIA COUNTY**

**&**

**THE ESCAMBIA EDUCATION  
ASSOCIATION**

**SIGNATURE PAGE**

**This agreement, effective the first day of July, 2004, shall be the Master Contract between the District School Board of Escambia County, Florida, and the Escambia Education Association. The binding signatures of those representatives are affixed hereon.**

**THE SCHOOL BOARD OF ESCAMBIA COUNTY FLORIDA**

---

Ms. Cary Stidham, Chairman

---

Jim Paul, Superintendent

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Keith Leonard, Chief Negotiator

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**ESCAMBIA EDUCATION ASSOCIATION**

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Madonna Jackson-Williams, President

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Bob Husbands, Executive Director

## CONTENTS

### SIGNATURE PAGE

ARTICLE I	GENERAL PROVISIONS	
I.1	Preamble.....	1
I.2	Recognition.....	1
I.3	Miscellaneous .....	2
ARTICLE II	EMPLOYMENT CONSIDERATIONS	
II.1	Employment Philosophy and Commitment .....	4
II.2	In-Field Certification .....	4
II.3	Work Year .....	4
II.4	Pay Schedule.....	4
II.5	Placement on the Instructional Salary Schedule .....	5
II.6	Contract Status.....	6
II.7	Professional Courtesy .....	7
ARTICLE III	RESOLUTION OF GRIEVANCES AND PROBLEMS	
III.1	Problem Resolution.....	8
III.2	Definitions .....	8
III.3	Grievance Procedures .....	8
III.4	Time Limits .....	9
III.5	Costs .....	9
III.6	Miscellaneous .....	9
ARTICLE IV	ASSOCIATION AND MANAGEMENT RIGHTS	
IV.1	Dues and Assessment Deductions.....	11
IV.2	Use of Facilities and Communication.....	11
IV.3	Documents and District Committee Participation.....	12
IV.4	Association Leave.....	13
IV.5	Management Rights .....	13
IV.6	Consultation and/or Collaborative Efforts .....	13
ARTICLE V	WORKING CONDITIONS	
V.1	Work Day.....	14
V.2	Attendance at Meetings.....	15
V.3	Sanctity of the Classroom .....	15
V.4	Non-Discrimination/Political Freedom.....	15
V.5	Summer School .....	16
V.6	Professional Development .....	17
V.7	Facilities.....	18
V.8	Medical/Health Issues.....	18
V.9	Paid Holidays/Calendar .....	19
V.10	Least-Restrictive Environment .....	20
V.11	Employment Practices for Extended Duty .....	21
ARTICLE VI	PROFESSIONAL ISSUES	
VI.1	Class Size - Class Load.....	22
VI.2	Duties and Record Keeping .....	22
VI.3	Faculty Leaders.....	23
VI.4	Preparation Time, Teaching Stations and Number of Preparations .....	24
VI.5	Substitutes.....	25
VI.6	Professional Information and Involvement.....	26
VI.7	Student Discipline Issues .....	26
VI.8	Assault and/or Battery Against a Teacher.....	27
VI.9	School Budget.....	28
VI.10	Miscellaneous Professional Issues.....	28
ARTICLE VII	PROMOTIONS, TRANSFERS, REDUCTION & RECALL	
VII.1	Promotion .....	29
VII.2	Voluntary Transfers .....	29
VII.3	Involuntary Transfers.....	32

VII.4	Reduction in Personnel .....	34
VII.5	Recall .....	34
ARTICLE VIII SENIORITY		
VIII.1	Definition .....	36
VIII.2	Seniority Considerations.....	36
ARTICLE IX PROFESSIONAL ASSESSMENT		
IX.1	Guiding Principle.....	37
IX.2	Handbook and Forms.....	37
IX.3	Procedures and Requirements.....	37
ARTICLE X PERSONNEL FILES		
X.1	Personnel Files.....	37
X.2	Investigatory Files.....	39
X.3	Inaccurate, Anonymous Materials .....	39
ARTICLE XI EMPLOYEE DISCIPLINARY PROCEDURES		
XI.1	Discipline Defined .....	40
XI.2	Procedures.....	40
<b>XI.3</b>	<b>Discipline Involving Drug or Alcohol Abuse or Dependency.....</b>	<b>41</b>
XI.4	Dismissal.....	43
ARTICLE XII LEAVE PROVISIONS		
XII.1	Paid Leaves .....	44
XII.2	Unpaid Leaves .....	49
ARTICLE XIII COMPENSATION		
XIII.1	Salary Schedule.....	51
XIII.2	In-Service Pay .....	51
XIII.3	Reimbursement for Expenses.....	51
XIII.4	Compensation for Extended Duty .....	51
XIII.5	Compensation for Part-Time Work.....	51
XIII.6	Direct Deposit of Wages .....	51
XIII.7	Retirement Bonus .....	52
XIII.8	Teacher of the Year.....	52
XIII.9	Deferred Retirement Option Program.....	52
ARTICLE XIV EMPLOYEE BENEFITS		
XIV.1	Insurance.....	53
XIV.2	Sick Leave Pool .....	54
<b>XIV.3</b>	<b>Personal Health Issues.....</b>	<b>54</b>
ARTICLE XV ENHANCEMENT OF THE PROFESSION		
XV.1	Professional Assistance.....	56
XV.2	Statement of Beliefs.....	56
XV.3	District Leadership Team for Summer Improvement and Educational Accountability .....	56
XV.4	School Advisory Councils/Improvement/Leadership Teams.....	57
XV.5	Waiver Procedure and Requirements.....	57
ARTICLE XVI APPENDICES .....		
	A. Instructional Salary Schedule	
	B. Instructional Supplement Schedule	
	C. Transfer and Promotion Request Form	
	D. Leave Request Form	
	E. Official Grievance Form	
	<b>F. Return to Work Agreement – First Time Positive</b>	
	<b>G. Return to Work Agreement – Self Disclosure</b>	

**ARTICLE I  
GENERAL PROVISIONS**

**I.1 PREAMBLE**

The School Board of Escambia County, Florida, hereinafter referred to as the Board, and the Escambia Education Association, hereinafter referred to as the Association, do hereby agree as follows:

- A. **The purposes of the collaborative bargaining process are to: (a) comply with the provisions of Chapter 447 of Florida Statutes; (b) identify issues in an atmosphere of collaboration and common purpose; and, (c) identify solutions to issues or problems utilizing the collaborative bargaining process.**
- B. This agreement shall, upon ratification, be in full force and effect July 1, **2004** through June 30, **2007**.
- C. **Issues may be raised through the appropriate collaborative process for consideration during the life of this Agreement.**
- D. **Formal ratification of amendments to this agreement may be held as necessary. Interim decisions to implement agreements before formal ratification shall be confirmed in writing in the form of Memoranda of Understanding ratified by the EEA Association Representative Council and the School Board.**
- E. **If negotiations and ratification are not complete as of the expiration date in the final year of the stated duration**, this agreement shall extend automatically for a period of **up to one (1) year** beyond the expiration date.

**I.2 RECOGNITION**

- A. The Board hereby recognizes the Escambia Education Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERC certification instrument (Case No: 8H-RC-754-1015) issued by the PERC in 1975.

The unit described in the above certification is as follows: Included: All employees who are regular full-time and part-time certified classroom teachers, media specialists/librarians, teachers of exceptional students, counselors, occupational specialists, curriculum coordinators, deans, psychologists, visiting teachers/social workers **and Speech Language Pathologists (who elected to remain within the unit as of August 2002)** of the School Board of Escambia County, Florida.

By mutual consent of the parties the following job titles and/or positions are considered to be a part of the bargaining unit: ESOL teachers, resource teachers, teachers on special assignment, full time Community School teachers, staffing specialists, homebound teachers and crisis teachers.

Excluded: All regular full-time and part-time employees who **were** civil service classified personnel such as secretaries, clerks, building maintenance, food service personnel and the following confidential and/or managerial status personnel: superintendent, deputy superintendent, assistant superintendent, director, principal, assistant principal, specialist, **Speech Language Pathologists (who elected to exit the unit as of August 2002)** and other employees of the School Board of Escambia County, Florida.

## B. Definitions

1. The term “Board” as used in this agreement shall mean the School Board of Escambia County School District, or its duly authorized representatives.
2. The term “teacher” as used in this agreement shall mean all employees represented by this Association in the bargaining unit as defined and certified by the Public Employees Relations Commission.
3. The term “Association” as used in this agreement shall mean the Escambia Education Association or its duly authorized representatives or agencies.

## I.3 MISCELLANEOUS

- A. This Agreement shall constitute commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, or should state or federal legislation be adopted which invalidates any provision of this Agreement, the provision shall be modified by mutual agreement of the parties, in a written and signed agreement to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of this Agreement.
- C. This Agreement shall supersede any policies, rules, regulations, or practices of the Board which are contrary to or inconsistent with the terms of this Agreement.
- D. Any individual contract between the Board and an individual teacher shall be made expressly subject to the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.
- E. **The Board will print sufficient copies of this Master Contract and annual updates to:**
  - 1) **provide a full copy to every member of the bargaining unit following ratification by the parties in the first year of the stated duration cycle;**
  - 2) **provide five hundred (500) copies to the office of Employee Services and five hundred (500) copies to the Association in the first year of the stated duration cycle; and,**
  - 3) **provide annual updates (including changes in contract language that occur during the contract year) following ratification of each succeeding yearly salary and supplement agreements; these items may be provided through the District web site.**
- F. Nothing in this Agreement is intended to remove or reduce any rights or privileges gained by Florida law or federal statutes, but no violation of state law or federal statutes shall be grievable under the terms of this Agreement.

**ARTICLE II  
EMPLOYMENT CONSIDERATIONS**

**II.1 EMPLOYMENT PHILOSOPHY AND COMMITMENT**

The parties to this Agreement believe that high quality public schools are essential to the continued success of our democratic society and system of economic capitalism. The parties agree that a highly trained and qualified instructional workforce is a key factor in developing and maintaining such a quality system of public schools in Escambia County.

**II.2 IN-FIELD CERTIFICATION**

- A. Each teacher shall be assigned to teach in a grade level or subject area within the scope of his/her certification. In emergency situations, exceptions may be made, with the approval of the Superintendent and the Board who shall take reasonable action to appoint a teacher with proper certification. Consistent with state statute, such authorization shall not exceed the remainder of the current school year.
  
- B. In order to comply with Federal and/or Florida Statutes that have the effect of altering teachers' certification status, the District will continue to support teachers in their effort to achieve compliance with the Federal or Florida Statute ("support" may include economic reimbursement and/or release time and/or tutoring and/or other appropriate strategies).**

**II.3 WORK YEAR**

The standard work year for members of this unit shall be one hundred ninety-six (196) days for 10 month contracts. Extended duty contracts based on specific program requirements or purposes may be issued to members of this bargaining unit for 11 or 12 month contracts.

**II.4 PAY SCHEDULE**

- A. Salaries for teachers shall be paid in twelve (12) equal installments. Employees shall not be required to work more than twenty-one (21) days before receiving the first of these equal installments. The Payroll Department will provide the Association with a schedule of pay dates prior to the beginning of each fiscal year. Teachers will be offered direct deposit of salary at the Florida financial institution of their choice.
  
- B. Teachers will be given a stub with each pay period that provides:**
  - 1. Type of pay (payroll, special – in-service, special- bonus, extended duty; summer school, etc.);**
  - 2. Current and year-to-date pay, FICA, FRS and Federal Withholding, data;**
  - 3. Current and year-to-date leave usage and accumulation;**
  - 4. Authorized deductions by amount and payee;**
  - 5. District contributions; and,**
  - 6. Step and Rank**

## II.5 PLACEMENT ON THE INSTRUCTIONAL SALARY SCHEDULE

### A. General Provisions

1. Teachers shall be placed on the Instructional Salary Schedule (Appendix A) based on documented qualification, training and experience credit as outlined in this section. **Teachers who choose to participate and are selected for the Escambia Career Leadership Program (ECLP) shall be placed consistent with these General Provisions at the appropriate Level on the ECLP schedule.**
2. Proper work experience or service (as outlined in this Section) which is claimed as credit for placement on the Instructional Salary Schedule must be properly documented in the District Human Resources before placement may be granted.
3. **Teachers who break their service with Escambia County and then return to employment within the district shall be placed on the Instructional Salary Schedule based upon applicable Florida Statute and contract provisions.**

### B. Credit for Prior Teaching, Military, Governmental and/or Employment Experience

1. Teachers will receive experience credit for placement on the Instructional Salary Schedule for all public school teaching experience **subject to the following provisions:**
  - a. **For any employee hired prior to June 30, 2004, the employee shall receive credit for experience, for purposes of placement on the Instructional Salary Schedule using applicable contract provisions for the year in which the employee was hired.**
  - b. **Beginning July 1, 2004, for each employee who enters into a written contract with the Escambia County School District, given that individual was not employed in the Escambia County School District as of June 30, 2004, for purposes of pay, the School Board must recognize and accept each year of full public school service earned in the State of Florida or outside the state and for which the employee received a satisfactory performance evaluation [FS 1012.33b(g)]. It is the employee's responsibility to provide all verification of documentation before credit can be received.**
2. Teachers will receive credit on the Instructional Salary Schedule for active military service, up to a maximum of five (5) years. To receive a year of credit, at least ten (10) months of service must have been rendered as verified by the proper military authorities.
3. Speech Language Pathologists will receive credit on the Instructional Salary Schedule for clinical experience up to a maximum of fifteen (15) years, provided they held or were eligible to hold a valid regular state teaching certificate or license during those years.
4. Teachers will receive additional credit for placement on the Instructional Salary Schedule for **these specific** types of experience:
  - a. Private school teaching experience provided they were eligible to receive a teaching certificate during those years;

- b. Public junior college, community college, college or university teaching experience, if the District determines they were eligible for certification or licensure during that time and the experience was equivalent to Pre-K-12 experience;
- c. Elective or governmental service related to education prior to becoming a teacher or service that required a teacher to take an extended leave of absence provided the combination of the two does not exceed fifteen (15) years.
- d. Teachers may receive a maximum of twelve (12) years credit for outside work experience in nursing, health education, library/media specialty field, business and/or vocational occupations (which are directly related to the subject matter taught) and counseling, if the District determines they were eligible to be certified or licensed during those years and the experience was equivalent to K-12 experience.

C. Placement for Retired Educators

- 1. Educators who retired from Escambia District Schools and who return to full time employment in Escambia District Schools **and do not sit out for up to one year**, shall be placed on Step 5 of Appendix A – Instructional Salary Schedule.
- 2. Educators who retired **or who will be eligible for retirement from any other school district during their first year of employment with the Escambia District schools** shall be placed on Appendix A-Instructional Salary Schedule **at the appropriate step, according to verified years of experience (it is the employee’s responsibility to provide documentation of satisfactory evaluations for each year of service).**
- 3. **For purposes of pay in recognition of years of service, any individual who was employed with the Escambia County School District as of June 30, 2004, but has since broken employment with the district for one school year or more, is deemed a new employee and shall be placed on the Instructional Salary Schedule in accordance with controlling Florida Statute.**

D. Credit for Governmental Service

Teachers may receive a maximum of fifteen (15) years credit for placement on the salary schedule for elective or governmental service related to education prior to becoming a teacher or service that required a teacher to take an extended leave of absence provided the combination of the two does not exceed fifteen (15) years.

**II.6 CONTRACT STATUS**

- A. Annual contract and Professional Services contract teachers shall be issued a **Notice of employment commitment** within thirty (30) days of hiring. If negotiations are incomplete, **the notice will provide the existing salary schedule and a statement that the employee’s salary will be consistent with the appropriate salary schedule upon its ratification by the parties.**
- B. Teachers who have previously held a continuing contract or a professional services contract in Escambia County or another Florida District shall be eligible to have the continuing contract or

professional services contract restored at the beginning of the second year of employment upon recommendation of the employee's immediate supervisor.

- C. Annual contract teachers will be notified of the expiration of their contract no later than April 30. Annual contract teachers shall be notified of their reappointment for the subsequent year as soon as possible (before the end of the post-school period if at all possible). The parties urge worksite administrators to give sincere consideration for employment of annual contract teachers who worked in Escambia District School during the previous year with properly documented satisfactory or better work records. The names of all annual contract teachers with overall satisfactory or better evaluation ratings who have not been re-employed by June 1 of each year, shall be placed on a list to be circulated on or before June 15 each year to all building administrators for their consideration in employing teachers. The list shall include name, area of certification and Escambia County experience. (Nothing in this section is intended for the District to show just cause for non-renewal of annual contract employees.)

## **II.7 PROFESSIONAL COURTESY**

- A. The parties are committed to a work atmosphere characterized by "professional courtesy" and believe that it is the responsibility of all District employees to treat everyone involved in our education environment with dignity and respect. No derogatory comments shall be made to any employee in the presence of other District employees, students, parents or other visitors. Whenever possible, critical counseling shall be conducted in a manner and in a location that will maintain professional courtesy and avoid undue embarrassment to the members of the bargaining unit.
- B. Critical opinions, information or judgments that are not documented through the evaluation or disciplinary process shall not be communicated by former/current administrative supervisors to new and/or potential administrative supervisors in any manner.**

## **ARTICLE III RESOLUTION OF GRIEVANCES AND PROBLEMS**

### **III.1 PROBLEM RESOLUTION**

The parties agree that it is most desirable for a grievant and the appropriate administrator/supervisor to discuss the matter informally in an effort to resolve the problem. An Association representative may be requested to assist in efforts to resolve the problem informally with the appropriate administrator/supervisor. The appropriate administrator/supervisor may also have a designee present. It is the intent of the parties to exclude bargaining unit members from the above referenced administrator/supervisor. Should informal procedures fail to satisfy the grievant, then the grievance shall be formally processed as follows.

### **III.2 DEFINITIONS**

- A. A "grievance" is a complaint by a teacher, or group of teachers (only as described in III.6-E), or the Association (for rights granted the Association and issues of general concern) based on an alleged violation, misinterpretation, misapplication, or inequitable application of the provisions of this Agreement. When an issue arises of concern to the Association, the Association and the Board's Representative may meet to pursue possible solutions. (Individual complaints or allegations are not considered "general concern.")

- B. The term "days" when used in this Article shall, except where otherwise indicated, mean teacher work day.
- C. A "building" is a school or an assigned work site.

### **III.3 GRIEVANCE PROCEDURES**

#### A. Level 1 - Worksite

The Association may present the grievance in writing to the grievant's immediate supervisor who will arrange for a meeting within eight (8) days after receipt of the grievance. The grievant, an Association representative, and the grievant's immediate supervisor may also request that a representative of the administration be present in his behalf. The supervisor must provide the Association and the grievant a written answer on the grievance within eight (8) days from the date of said meeting. The answer will state the rationale for the decision. By mutual agreement, the timelines may be extended to achieve the most suitable resolution.

#### B. Level 2 - District

If the Association and the grievant are not satisfied with the disposition of the grievance at Level 1, the grievance may be referred to the Superintendent. The Superintendent or the Superintendent's designee shall arrange for a meeting with representatives of the Association and the grievant(s) to take place within eight (8) days of receipt of the appeal. The Superintendent or the Superintendent's designee shall have eight (8) days to provide a written answer after the meeting has been completed. The answer shall state the rationale for the decision. This time limit may be extended only by mutual consent of the parties.

#### C. Level 3 - Arbitration

If the Association is not satisfied with the disposition of the grievance at Level 2 or if the time limit for response at Level 2 has expired without the issuance of the required written answer, the grievance may be submitted within thirty (30) days to final and binding arbitration according to the rules of the American Arbitration Association.

### **III.4 TIME LIMITS**

- A. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at any level should be considered as a maximum and, every effort should be made to expedite the process.
- B. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the Board and the Association. Grievances filed after May 1 shall be processed as expeditiously as possible so that the grievance may be resolved prior to the end of the school term or as soon thereafter as practical.
- C. Any grievance shall be filed within twenty-five (25) days of the alleged violation. When illness, injury, or other emergency prevents the filing of a grievance or the appearance of the grievant(s) at a grievance meeting, the time limits shall be extended to such time as the grievant(s) can file such grievances or appear at such meeting.

- D. Notwithstanding the expiration of this Agreement, any complaint or grievance having begun thereunder shall be processed to completion under the terms and conditions of this Article.

### **III.5 COSTS**

- A. Should either the Board or the Association request a transcript of the proceedings at Level 2 or 3, then the requesting party shall bear full costs of the transcript. If each party requests a transcript, the cost of the two transcripts will be divided equally between the parties.
- B. Grievance arbitration expense will be borne equally by the Board and the Association.
- C. The parties will request the hearing officer to schedule Level 3 hearings at a time which will not require a substitute for the grievant or his/her witnesses. However, should the hearing officer schedule the hearing during any grievant's workday, the Association will bear the costs of substitutes for the grievant(s), the Association representative(s) and its witnesses at Level 3.

### **III.6 MISCELLANEOUS**

- A. All teachers are entitled to fair, reasonable and equitable treatment in the processing of grievances. A teacher who participates or intends to participate in any grievance shall not be subjected to sanctions, discipline, reprimand, warning, reprisal or transfer because of such participation or intention to participate.
- B. No record dealing with the processing of any grievance shall become a part of the personnel file of any individual teacher.
- C. No teacher shall be required to discuss a grievance if an Association representative is not present.
- D. Grievances shall be filed on the form attached hereto as Appendix I. Such forms shall be available at the Association office and in the office at each building.
- E. Identical grievances with identical relief sought, arising at more than one building and grievances arising at a level other than the building level, shall be processed in the manner specified above, except that such grievances will be initiated with the Superintendent or the Superintendent's designee rather than the grievant's immediate supervisor.
- F. Grievances will ordinarily be processed after regular working hours of the grievant(s). However, should a grievance meeting take place during work hours, the grievant(s) and the Association representative(s) shall be excused from their regularly scheduled duties and shall suffer no loss in pay. When the District has the authority to schedule grievance hearings, the District will assume the costs associated with substitutes, if needed for the grievant(s) and any witnesses if a grievance hearing is scheduled during the student day.
- G. Association grievances shall be initiated at Level 2.

**ARTICLE IV  
ASSOCIATION AND MANAGEMENT RIGHTS**

**IV.1 DUES AND ASSESSMENT DEDUCTIONS**

- A. Any member or prospective member of the Association may complete and appropriately sign a dues deduction card which denotes the teacher's choice of two standard deductions. Upon completion of the card and submission to the Board's designee, the individual will have his/her dues deducted and transmitted to the Association in equal payments. Deductions shall be remitted to the Association within ten (10) days of the deduction. Such authorization shall remain in effect until revoked in writing by the employee, who shall give thirty (30) days prior notice to the Board and the Association. Copies of any request to discontinue deductions shall be transmitted to the Association no later than concurrent with the payroll deduction check and roster for the pay date in which the request becomes effective. In regard to dues deduction, the Board shall be held harmless in all cases of tort and civil liability brought by an Association member when such action is taken as a reliance upon information supplied by the Association.
- B. Payroll deductions shall be made by the Board when authorization has been given by the teacher for insurance coverage, credit union, United Fund, tax sheltered annuities and United States Savings Bonds. Tax-sheltered annuity funds shall be transmitted within five (5) days of the deduction.

**IV.2 USE OF FACILITIES AND COMMUNICATION**

- A. The Association and bargaining unit members shall be allowed to use school buildings during the one (1) hour period immediately prior to the beginning of the teachers' work day and during the two (2) hour period immediately following the end of the teachers' work day provided such meetings do not interfere with previously scheduled meetings. The Association and bargaining unit members shall be allowed to use school buildings at other times with the authorization of the building principal. Additional custodial and other expenses incurred as a result of the meetings officially sanctioned by the Association will be paid by the Association. Every effort will be made to schedule the meetings with the principal three (3) days in advance.
- B. Teachers shall have the right to receive notice of Association meetings **in school mailboxes and/or through e-mail** and all Association publications and announcements in their school mailboxes. The use of courier service shall be limited to the distribution, to the Escambia Education Association, of documents or other data required to be furnished to the Association by this Collective Bargaining Agreement. Courier service relationship with the Association will be limited in scope to that which, on advice of counsel, would not conflict with the United States Postal Regulations.
- C. At least one-third (1/3) of existing bulletin board space in each teachers' lounge shall be available for Association use. (No political posters.)
- D. Duly authorized representatives of the Association shall be permitted on school property as long as instructional operations are not disturbed. Upon arrival at the school building the Association's Representative will check into the office. **If the presence of authorized Association representative(s) would disrupt a specific function or circumstance at the worksite, the administrator may so notify the Association representative(s) and work collaboratively with the representative(s) to establish a suitable alternative time.**

- E. Officially designated Association Representatives shall be allowed to make brief announcements during faculty meetings **and/or through e-mail**. Upon adjournment of regular faculty meetings, an Association representative will be given an opportunity to meet with faculty members. **EEA Association Representatives shall be permitted to work with the site administrator and schedule site meetings of members and/or non-members at the conclusion of the student attendance day at least once per month. Additionally, EEA Association Representatives shall have the right to carry out Association elections and balloting for ratification of amendments to the Master Contract within the timeline established for each. Site administrators and Association Representatives are expected to work collaboratively to facilitate such meetings as well as the normal operation of the school day.**

#### **IV.3 DOCUMENTS AND DISTRICT COMMITTEE PARTICIPATION**

- A. The Board shall furnish the Association, in writing no later than December 1 of each year, a list of all teachers currently employed and the following information about each of these employed teachers: school assignment, type of certification held, placement on the salary schedule, amount of annual salary, amount of supplementary pay received and the fund from which the teacher's salary is drawn. Such information about teachers employed after December 1 shall be given to the Association within thirty (30) days of the beginning date of employment.
- B. The Board agrees to furnish the Association copies of public documents upon request by the Association. The Association will pay the Board an amount of money per page which is identical to the amount charged members of the public for similar information except in cases where copies of the documents are of mutual interest to the District and the Association.
- C. The District will make available to the Escambia Education Association all information of interest to the teacher bargaining unit with the same courtesies applied to all profit and non-profit organizations.
- D. Three (3) bargaining unit members appointed by the Association President will be given the opportunity to serve as members of each county level committee **concerning compensation, fringe benefits, economic items and other items mutually identified by the parties**, except the Board of Trustees of the Escambia District Self Insurance Plan. **The Collaborative Bargaining Team will determine the appropriate composition of committees that arise from the Collaborative Bargaining process.**

#### **IV.4 ASSOCIATION LEAVE**

- A. The President of the Association, upon request, shall be granted full time temporary duty leave during his/her term of office. The President shall receive credit toward annual salary increments and shall be allowed to remain a part of the retirement and insurance programs available to other teachers. The Association will reimburse the Board for all costs incurred by this stipulation. This cost shall include retirement, salary and other fringe benefits. The President shall return to his/her previously assigned duty and work site upon completion of his/her term of office.
- B. Representatives of the Association designated by the Association President shall be granted a cumulative total of up to one hundred **thirty (130)** professional leave days per school year. The Association agrees to provide appropriate notice and to work with the District to minimize the

impact of the use of Association Leave. Leave days covered under the provision of this paragraph are not to be included in the limitations established in Section E-1 of Article XII, Leave Provisions.

#### **IV.5 MANAGEMENT RIGHTS**

- A. It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this collective bargaining agreement.
- B. This Agreement recognizes Florida Statute 447.309(2) which reads in part: "The failure of the legislative body to appropriate funds sufficient to fund the Collective Bargaining Agreement shall not constitute, or be evidence of any unfair labor practice."
- C. District employees are encouraged to cooperate in the investigation of grievances.
- D. In the event the District properly notifies the Association in writing and exercises a management right pursuant to this article or Section 447.209 F.S., and the Association requests impact bargaining, the District will refrain from implementation of said management right (excluding disciplinary action) for 14 days to allow bargaining concerning the impact. Following the 14 day period, the district may implement the specific management right while negotiation on the issue is ongoing.

#### **IV.6 CONSULTATION AND/OR COLLABORATIVE EFFORTS**

From time to time, circumstances arise which may not specifically be anticipated by the provisions of this Contract, but may be dealt with most effectively through District-Association collaboration and/or consultation. When, by mutual consent, the parties determine to address such issue(s), Memoranda of Understanding may be developed and signed which codify the terms, duration and scope of said understanding. This provision is not intended to limit any rights or actions afforded the District pursuant to Article IV.5 of this agreement.

### **ARTICLE V WORKING CONDITIONS**

#### **V.1 WORK DAY**

- A. The standard work day for all members of this unit shall be seven and one-half (7½) hours, including at least a twenty-five (25) minute duty-free lunch as provided for in Section G of this Article.
- B. If circumstances arise which warrant consideration of a temporary, short-term (five [5] work days or less based on an emergency as declared by the Superintendent) alteration of the standard day, the Association shall be notified. The Association shall be provided with an explanation of the circumstance which exists and a description or list of positions or employees affected.

- C. Teachers shall be expected to perform their professional responsibilities in regard to student conferences, parent conferences, and other after-work school activities as necessary and as provided in V.2, Sections A and B of this Article. Teachers may leave the school during the work day with the approval of the principal.
- D. Teachers may be required to indicate their presence on arrival or sign out on departure from a work site at other than the end of the standard work day. The actual time of arrival or departure shall not be required or requested unless they are late in arriving or departing prior to the end of the teacher work day.
- E. Teachers shall be allowed at least one hour to eat off-campus on days when students are not in attendance.
- F. Teachers shall be allowed to leave at the close of the student day on election day and days when attendance is required at an after-hours school sponsored activity.
- G. Each member of the bargaining unit shall have at least a twenty-five (25) minute duty-free lunch when not on an assigned duty. Assigned duties which occur during lunch periods shall be assigned equitably so that each member has this duty-free lunch period as frequently as possible during the school year. The principal will work with a group of teachers to develop a plan to provide duty free lunch and to assure reasonable supervision of students including contingency plans for emergency situations. Once such a plan is developed it will be explained to the faculty. NOTE: The principal shall provide the **Office** of Employee Services a copy of the duty-free lunch schedule for the coming school year no later than three (3) weeks after the teachers report for pre-school.

## **V.2 ATTENDANCE AT MEETINGS**

- A. General faculty meetings shall be brief and well-planned and shall not exceed the work day by more than thirty (30) minutes. At meetings, or portions of meetings, which do not pertain to education, attendance shall be voluntary. Except in case of emergency, teachers will be given notice, as soon as possible, of faculty meetings that take place during the workday. Except in case of emergency, teachers will be given at least three (3) days notice of all faculty meetings that may extend beyond the teacher work day. Faculty meetings which exceed the regular work day shall be held no more than twice a month except in cases of emergency.
- B. Teachers shall not be required to attend more than two (2) Parent Meetings (Open House, PTA, etc.) during a school year in addition to the seven and one-half (7½) hour work day. On the day teachers are required to attend Parent Meetings, they shall be allowed to leave immediately upon dismissal of students.

## **V.3 SANCTITY OF THE CLASSROOM**

- A. Observation of a teacher's class or individual student by persons other than the administrative/supervisory staff shall be allowed only after arrangements have been made with the principal. The teacher shall be notified that an observation request has been received. Said notice shall include the person(s) requesting the visit, the student(s) involved, and any special concerns or issues. Prior to the visit, the teacher may advise the principal of possible conflicts which would limit the success of the observation. Observation of classes by students and other persons who do not have a legitimate interest in the teaching-learning process shall have prior approval of both the teacher and the principal.

- B. No teacher shall be required to leave a classroom for an unscheduled parent conference except in case of an emergency.

#### **V.4 NON-DISCRIMINATION/POLITICAL FREEDOM**

- A. All teachers shall have entire liberty of political action, except direct political activity during the work day.
- B. All teachers shall be entirely free from political domination or coercion or the pretended necessity of making political contributions of money, or other things of value, or engaging in any political work or activity against their wish under the assumption that failure to do so will in any way affect their status as employees of the school system.
- C. The Escambia County School Board agrees that it will abide by all applicable State of Florida and Federal laws, and the Florida and United States Constitutions provisions prohibiting discrimination, including controlling and final judicial interpretations.
- D. All terms and conditions of employment shall be applied equitably among all bargaining unit members, at each work site, in compliance with the Master Contract.

#### **V.5 SUMMER SCHOOL**

In order to augment a quality educational experience for students, summer school programs shall be offered by the District consistent with federal, state and grant funding available to the Escambia County School District. Teachers in the regular school program shall be eligible to participate in summer employment.

- A. Compensation
  - 1. Compensation for summer school shall be at the employee's hourly rate of pay as provided for in the regular teaching program.
  - 2. Compensation for summer school shall be paid as soon as possible after the last day of summer school.
- B. Application/Selection Process
  - 1. All employees who wish to teach summer school shall **submit** the appropriate application form **to the Human Resources Department**. The application shall include, but not be limited necessarily to, name, school assignment, area(s) of certification, number of years teaching, number of years teaching in Escambia County, number of years teaching in summer school and other pertinent data as mutually determined.
  - 2. The names of all summer school applicants shall be placed on a list which shall be circulated to the administrator in charge of each designated summer school site. Except in case of **inadequate numbers of applications of certified personnel**, only persons who applied by the summer school application deadline may be considered for summer school employment.

3. The application/selection process shall be structured in such a manner as to provide for the earliest possible notification of employment. Applicants who are not placed in summer positions shall be notified of their status upon request.
4. All normal benefits shall accrue during summer school assignments. All rights guaranteed by this contract shall be applicable during summer employment.
5. Summer school instructional positions shall be assigned to employees who served in an Escambia District instructional position during the previous academic year **unless inadequate numbers of employees who meet all other criteria apply.**
6. If a summer school teacher is released after the beginning of student attendance, that teacher shall be given a minimum of three (3) hours to a maximum of six (6) hours of paid time without students to complete paperwork, records and clear personal belongings from the assigned teaching space.
7. The parties agree to establish a team of District Administrators and EEA members to study issues related to summer school employment **and plan the implementation of this Article annually prior to the post school period.**
8. Selection of teachers for summer school shall be based on specific criteria. The criteria for selection of teachers for summer school shall be made known to all teachers before implementation of the selection process. Appropriate criteria shall include certification, recent experience, past summer school experience, training and work record. Escambia District seniority shall be **the determining factor** when qualifications are substantially equal among applicants for summer school.
9. Staffing for summer schools which serve students from more than one school or center shall reflect, as closely as possible, the projected ratio of students from each school or center. If insufficient applications are received from any participating school(s), applicants from other schools may be employed. If the summer center serves only students from that center, teachers from that center shall have first priority for employment.

#### **V.6 PROFESSIONAL DEVELOPMENT**

- A. The parties value on-going **high quality** professional development opportunities for teachers as a part of the District Goal to maintain a “highly trained and qualified work force”. The District will plan and implement appropriate professional development opportunities through an appropriate department and/or committee.
- B. Teachers and other appropriate education professionals shall be involved in the planning and implementation of any District Professional Development program.
- C. Professional Development credits for certification extension will be given per appropriate State Department Regulations and/or School Board Policy and procedures.
- D. Appointments and vacancies shall be pursuant to selection criteria outlined in School Board Policy and procedures and/or state statute.

1. Notices of vacancies on the Professional Development Committee shall be posted in each work site. Persons wishing to be considered for appointment may apply through a process established by the said Committee.
  2. Teacher nominees for the Committee shall be appointed by majority vote of the members of the Committee.
- E. Copies of Professional Development Committee meeting notices and minutes shall be posted in each work location.
- F. The President of EEA shall serve on the Professional Development Committee as an ex officio member and shall receive all publications, notices, minutes, etc. associated with the operation of the Committee.
- G. The District and Association are committed to providing access to the Association's Educational Research and Dissemination (ER&D) program for District Instructional staff.**

#### **V.7 FACILITIES**

- A. A private room and telephone privacy shall be provided from existing facilities in each school for necessary teacher conferences with parents or students when feasible.
- B. Each school shall be kept in a clean and sanitary condition, as determined by the Superintendent or his designee.
- C. Once an unsafe, unhealthy, or hazardous building or facility condition has been reported by a teacher, the principal shall take steps **to have the situation corrected**. If no corrective action is taken **within a realistic, reasonable amount of time**, the unsafe, unhealthy, or hazardous condition **shall** be reported to the Superintendent or his/her appropriate county-level designee **for immediate evaluation as to corrective action**.
- D. **District/School provided machinery and facilities** will be maintained and upgraded to assist teachers in the preparation of instructional materials. **Teachers shall have access to a computer with Internet access, the district's internal e-mail system and other technological services provided by the district or school.**
- E. Within budgetary limitations, the Board within its discretion shall provide teachers with instructional materials necessary to the performance of their duties. Each teacher shall have the right to request school funds for the purchase of instructional materials not available through the District's warehouse. Each purchase shall be subject to the approval of the principal. Teachers may receive an explanation upon request as to the reason for insufficient instructional materials.

#### **V.8 MEDICAL/HEALTH ISSUES**

- A. For required medical examinations, for reasons other than absenteeism, cost shall be paid by the Board. The teacher shall be given a list of at least three (3) physicians from which he/she may choose to do the examination. If the teacher does not agree with the findings of the Board's physicians, he/she will have the right to submit to the Board the results of a medical examination by his/her own physician at the teacher's expense.

- B. Teachers shall not be required to examine students for head lice.
- C. Teachers shall not be required to handle body fluid spills unless such action is a routine, integral part of their assigned duty. Any teacher so assigned shall be provided with appropriate training and the necessary equipment and supplies to insure the safe performance of any such duty.
- D. Appropriate training experiences shall be designed, delivered, evaluated and updated at least once annually to all teachers to assure that employees are familiar with their rights and responsibilities associated with Blood Borne Pathogens. Adequate supplies of appropriate health kits shall be maintained in locations which are easily accessible to all teachers and shall include those items necessary to deal with body fluid spills.
- E. Any educational services, procedures and activities which are beyond those provided in the normal educational setting which are to be provided for **children with disabilities** shall be enumerated in the student's Individual Education Plan (IEP). Medical and health related services specified within the IEP shall be provided by appropriate personnel whether the student is served in specialized ESE or regular classroom setting. Contingent emergency plans shall be maintained and updated which address medical and health related services which cannot be provided by teachers.
- F. Teachers shall not be required to administer medication or perform "invasive" health/hygiene procedures.
- G. Within the meaning and intent of Florida Statute 768.28, the District shall assure appropriate immunity to teachers who are the subject of legal action challenging the provision of services to **children with disabilities**. The District will not agree to provide nor direct its employees to perform duties which are deemed to be regulated by medical and/or nurse practices acts except through appropriate medical/health care providers.
- H. In cases where handicapped individuals are provided services in regular education classroom settings and this circumstance alters the Blood Borne Pathogen risk level of the teacher, the District shall provide the teacher immediately with information and access to medical protection.

#### **V.9 PAID HOLIDAYS/CALENDAR**

- A. Each teacher shall receive six (6) paid holidays. **Teachers on 11 or 12 month contract status shall receive additional appropriate holidays that fall within their employment year.**
- B. The calendar, including paid holidays, for all teachers (10 month, 11 month and 12 month) for the next school year will be posted in each school before the last work day of the current school year and during pre-school planning period each year.
- C. The Calendar Committee will meet as **required by the School Board Policy** to consider changes in the school calendar and shall make recommendations to the Superintendent for approval. The Association will be notified before any changes are made in the school calendar. (This item shall not apply in emergency situations.)

#### **V.10 LEAST-RESTRICTIVE ENVIRONMENT**

- A. The Board and the Association embrace the philosophy that "All Students Can Learn" and that

quality educational opportunities must be provided for all students in their Least Restrictive Environment. Further, the Board and the Association agree that, under appropriate circumstances, the Least Restrictive Environment for **children with disabilities** is the regular classroom. Placement of such students into regular classrooms shall meet the requirements for a “Least Restrictive Environment” as defined in the Individuals with Disabilities Education Act and State Board Rule.

- B. The Board and the Association believe that appropriate in-service, certification and professional training experiences for staff enhance the educational atmosphere for all students.
- C. Prior to integration of a **child with disabilities** into a regular classroom, an IEP Committee comprised of the principal (or designee), ESE teacher, staffing specialist and other professional personnel where appropriate, parents and/or the student will meet to consider relevant educational and medical information and to determine a program which will enhance the student’s educational and social development. The receiving classroom teacher shall be invited and encouraged to attend the meeting. A medical needs assessment shall be completed/reviewed by the committee when appropriate.
- D. Factors to be considered when making classroom assignment decisions shall include but not be limited to:
  - 1. educational and social needs of the student
  - 2. skills of teachers/staff
  - 3. in-service and training record of staff, and
  - 4. receptiveness to serve **children** with **disabling** conditions.

However, in all instances, services/personnel/equipment outlined in IEP shall be provided in the most appropriate environment.

- E. In schools where handicapped and/or temporarily disabled individuals are served, an emergency plan shall be maintained and updated addressing emergency concerns including medical and mobility issues.
- F. When the primary service/care provider is absent, appropriate alternative measures shall be taken.
- G. The Board and the Association recognize that students with severe behavior problems may disrupt the classroom setting and the rights of others in the classroom to learn. When the teacher(s) identify behavior(s) which are continually disruptive and detrimental to the well-being of others, the IEP Committee shall review the situation to resolve the problem.

#### **V.11 EMPLOYMENT PRACTICES FOR EXTENDED DUTY**

- 1. Employment in special programs which are scheduled outside the normal workday and which are designed to augment the District’s instructional program shall be considered extended duty.
- 2. Selection of teachers for extended duty programs shall be based on specific criteria which shall be made known to all teachers before implementation of the selection process for said duty. Appropriate criteria shall include certification, recent experience, training and work record. Escambia District seniority shall be considered when qualifications are substantially equal among applicants for extended duty positions.

3. If the extended duty program serves only students from one school or center, teachers from that school or center shall have first priority for employment. If the program serves students from more than one school or center, the application and selection process shall be open to teachers from all schools or centers served.

## **ARTICLE VI PROFESSIONAL ISSUES**

### **VI.1 CLASS SIZE – CLASS LOADS**

- A. The parties to this agreement believe that quality instructional opportunities for all students require sensitive attention to appropriate class size. Further, we believe that care should be taken to maximize the student-teacher interaction through manageable and educationally sound class size. The parties believe that our mutual goal should be to continue progress toward reduced class size.
- B. Efforts will be made to keep classes as small as possible, to limit to one the number of subjects, course levels or types within any one class period (secondary schools) and to equalize class sizes and class loads within grade level and subject area for individual schools. A teacher who feels he/she has an overload of students in a class has the right to discuss a possible solution to the problem with the principal. The principal, at his discretion, will make adjustments to more equally distribute the work loads within the grade or department.
- C. When a special teacher (Art, Music, P.E.) is conducting a class, the regular classroom teacher normally will not be required to remain in the classroom. When requested by the special teacher, the regular classroom teacher may be required to remain in the classroom for the first five (5) minutes and the last five (5) minutes of the class period. Where unusual circumstances exist, the principal will have the authority to keep the regular teacher with his/her class for the entire time when a special teacher is conducting the class.
- D. Consideration will be given to the weighting factors for handicapped students in establishing class size.

### **VI.2 DUTIES AND RECORD KEEPING**

- A. Teachers may be required to submit lesson plans to the principal, but shall not be required to submit these plans more often than once each grading period; however, these plans shall be made available in the teacher's possession for inspection by the principal at any time. Lesson plans may not be required for a period of more than two (2) weeks in advance. Teachers shall not be required to write or key-in objectives as a part of daily lesson plans; however, they must be able to demonstrate upon request by the principal how and when these objectives are being taught.
- B. Grade Sheets - At the end of each grading period, grade sheets will be due at the end of the third (3rd) working day after the last day of the official grading period. Teachers shall have at least one (1) full day to review and return audit sheets (in schools where teachers utilize audit sheets).
- C. All teachers will be given a minimum of three (3) days notice to collect and return information requested by district administrative staff when possible, as determined by the principal.
- D. Teachers shall be given until the end of the workday to turn in grades for a student withdrawing/transferring from school.

### VI.3 FACULTY LEADERS

- A. The Board and Association believe that effective school leadership is a collegial and collaborative process and that all staff should be key contributors to school leadership and the implementation of the school improvement plan. The parties to this agreement acknowledge the statutory role of leadership of the principal (school/site administrator) in the operation of successful schools as outlined in Florida Statutes and Board Policy.
- B. In order to facilitate school leadership for successful operation and improvement, each faculty shall be subdivided into Faculty Units (i.e., Departments, Grade Levels, Teams and/or Special Areas). Faculty Units shall be composed of members of the instructional staff who share the same or similar responsibilities.
- C. Annually in May, the school faculty and the principal will collaboratively determine the Faculty Units based on the allocation of total instructional units provided by the District. The Faculty Units will then be submitted with principal and faculty representatives' signatures to the Assistant Superintendent for Curriculum and Instruction for review.
- D. Annually in May, upon the establishment of Faculty Units, the school principal will recommend to each unit or take recommendations from each unit for the Faculty Leader. If the Faculty Unit does not accept the principal's recommendation, the members of the Faculty Unit and the principal will meet to review the Unit member's concerns. Upon hearing all concerns, a determination will be collaboratively made, whether the Faculty Leader will be replaced or continue in the positions for which they were recommended.
- E. Typical duties of Faculty Leaders include: Scheduling, budget making and monitoring, selection and ordering materials, curriculum development, faculty coordination, participating in coordinating meetings, communicating with administration, faculty and staff, planning and implementing staff development activities, monitoring student performance within the unit and school, and other duties specific to the Unit.
- F. Annually in May, a list of duties and responsibilities of Faculty Leaders shall be prepared and distributed by the principal and the School Improvement Team. Faculty members shall be requested to indicate their interest in serving as Faculty Leader for the following year. Duties begin upon notification by the principal.
- G. If problems arise concerning the performance of the duties of a Faculty Leader, the principal will meet with members of the Unit to resolve the problem. If reasonable efforts to resolve the issue(s) are not successful, the principal may designate a new Faculty Leader to serve until the end of the school year.
- H. One supplement for each Faculty Leader shall be authorized for each appropriately constituted Faculty Unit. Supplement calculation is based on the payment of one hundred dollars (\$100), for each faculty member assigned to the Team Leader's Faculty Unit. Faculty members may work with more than one Faculty Unit, but their total services may not exceed a total of one for the purpose of supplement calculation. In October of each year, supplement adjustments will be made for increases and decreases in the size of Faculty Units.

## VI.4 PREPARATION TIME, TEACHING STATIONS AND NUMBER OF PREPARATIONS

### A. Preparation Time

1. **As professionals, teachers are expected to manage their time in a manner that promotes highest student achievement. The intent of the parties is to provide teachers with the maximum amount of uninterrupted teacher directed time as possible to accomplish the planning, preparation and delivery of high quality educational services for students. Teacher directed time shall include planning and meal time within the student contact day and the balance, if any, within the contract day but outside the student contact day. Teacher directed time should only be interrupted in order to assure the orderly and efficient operation of the education process. It is understood that periodic, well-planned faculty meetings, instruction related meetings and parent conferences are components of the orderly and efficient operation of the education process.**
2. **The parties acknowledge their mutual desire to plan and provide the maximum amount of uninterrupted teacher directed time during the academic day. The parties agree to form a “Time Issues Task Force” comprised of five (5) members appointed by the President of EEA and five (5) members appointed by the Superintendent. The charge of this task force shall be to:**
  - a. **Conduct appropriate research involving all instructional employees to determine appropriate time related issues;**
  - b. **Conduct appropriate research of “best practices” as it relates to allocation and use of both student contact and non-student contact time; and,**
  - c. **Formulate recommendations to be presented to the parties for any appropriate bargaining or policy development.**
3. Teachers shall normally have, in addition to their lunch period, preparation time during which they shall not be assigned to any other duties. However, in emergency situations or when special events call for it, duty may be assigned at the discretion of the principal.

#### 4. High School and Middle Schools

Equal to at least one (1) regular period daily during the student attendance day, except for Vocational teachers who teach in two (2) blocks of time will have thirty (30) minutes of preparation time each day.

#### 5. Elementary, Pre-K and Special Schools

Equal to at least thirty (30) minutes during the work day. Efforts will be undertaken to provide as much uninterrupted time as possible during the work day.

### B. Number of Preparations

Efforts will be made to keep the number of different subjects taught by one teacher to a minimum.

### C. Teaching Stations

Efforts will be made to have teachers changing teacher stations as few times as possible during the school day.

#### D. Work Days When Students Are Not In Attendance

1. The main purpose of work time on days when students are not in attendance is for teacher planning and preparation for instruction and/or school improvement.
2. Meetings, in-service and other non-teacher directed time during non-student days shall be well planned, designed to communicate vital information about school operation or improvement and implemented in such a manner as to maximize time for teacher directed use in planning and preparation for instruction.
3. Teachers shall be provided at least one hour to eat lunch on days when students are not in attendance. At their discretion, teachers may leave campus during said meal time.

### VI.5 SUBSTITUTES

- A. If a teacher is going to be absent and a substitute is required, the teacher shall call the Substitute Employment Management System (SEMS) to report her/his absence.
  1. The SEMS will assign a job number.
  2. If circumstances occur which require a change, the teacher shall report the change through SEMS.
  3. If the system is not initiated due to a system failure, the teacher shall report her/his absence to the site administrator according to a plan developed collaboratively at each site.
  4. If a substitute is not assigned by the system, the site administrator shall assure coverage by available personnel. Care shall be taken that this extra duty be assigned equitably among the total staff.
- B. Teachers shall not be required to obtain substitutes but may do so with prior agreement between the teacher and the principal.
- C. Substitute teachers shall be provided for media specialists/ librarians when they are absent in order to assure continuity of the media program if the principal determines it is necessary.

### VI.6 PROFESSIONAL INFORMATION AND INVOLVEMENT

- A. Each teacher, upon request, shall be given an opportunity to be involved in the development of the master schedule which affects them. Teachers shall be informed of their teaching assignments for the coming school year as soon as the tentative schedule is finalized. Teachers will be notified if a change in the tentative schedule affects them.
- B. If requested by the teacher and approved by the principal, special education teachers will be relieved from regular classroom teaching duties up to one (1) day each semester in order to complete and update required staffing information. This shall be classified as temporary duty.
- C. All affected regular and special education teachers shall be involved in the writing, planning and implementation of the Individual Education Program required by **Individual with Disabilities Act**

for all students **with disabilities**. Every effort will be made to schedule **meetings in compliance with the Education for Handicapped Act at a mutually agreeable time**.

- D. Teachers will be advised as early as possible before special education students are mainstreamed into those teachers' classrooms. The District shall provide assistance to teachers in planning for and working with such students.
- E. Administration shall provide each affected teacher with a list of students who will be absent from class to participate in authorized school activities (such as clubs, assemblies, field trips, academic and athletic competitions, etc.) prior to said absence as soon as administration is provided with an alphabetical list by the sponsor. The list shall include the names of students and the anticipated duration of the absence.
- F. Teachers may request in writing the evaluation of any student believed to be eligible for the Exceptional Student Program. The referring teacher will receive written notice when the results of the evaluation have been returned to the referring school. Efforts will be made to evaluate the student as soon as possible. Prompt placement of eligible students is desirable.

#### **VI.7 STUDENT DISCIPLINE ISSUES**

- A. The Board recognizes its responsibility to give appropriate support and assistance to teachers with respect to the maintenance of control and discipline.
- B. Teachers shall administer student discipline in accordance with State Statutes, Department of Education regulations and District School Board policies. At one of the faculty meetings during the pre-school planning period, the principal or his/her designee shall review the law and Board policies in regard to acceptable behavior management, discipline techniques.
- C. A teacher may refer a student to the principal or his designee when grossness of the offense, the persistence of the misbehavior or disruptive effect of the behavior makes the continued presence of the student in the classroom intolerable. The principal or his/her designee shall take such action as appropriate to reduce the possibility of recurrence of similar misbehavior. The student shall not be returned to the same teacher during that school day. Upon return to class, the student shall present to the teacher some written indication that action has been taken. This may be a statement or a check on the referral card which lists the various options available to the principal or his/her designee, or a written narrative of the action taken and any special circumstances related to the situation. If it is not practical for written indication to be given immediately upon the student's return, the principal or his/her designee shall give written notification of what action was taken as soon as possible, but no later than the end of the next work day.
- D. The District shall comply with the provisions of Section 232.271 Florida Statutes (1996) concerning the removal of students from class who engage in chronic, unruly, disruptive or abusive behavior which endangers students, teachers or others. Placement Review Committee(s) constituted to consider student placement issues, as provided in F.S. 232, shall be based on the ratio of two teachers elected by the faculty for each one staff member appointed by the Principal.
- E. Students who are suspended for any reason during the school day shall not be returned to their normal schedule.

- F. If a teacher is dissatisfied with such action as the principal and/or his designee deemed appropriate, the teacher shall, upon request, be provided a meeting with the principal or his/her designee to discuss alternate action for reducing the possibility of recurrence of similar behavior.

#### **VI.8 ASSAULT AND/OR BATTERY AGAINST A TEACHER**

- A. Any case of verbal or physical threat or assault or battery upon a teacher occurring during the lawful performance of a teacher's assigned duties shall be promptly reported to the principal or his/her designated representative and the student shall be removed from the classroom setting. The Board will advise the teacher of his/her rights and obligations with respect to such assault and will render reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. Time lost by a teacher for appearance before a judicial body or legal authority in connection with any incident in this stipulation shall result in no loss of wages or reduction in accumulated leave.
- B. Assistance or reimbursement for lost time may not be provided if the teacher is found in violation of a State Statute, School Board policy or State Board Rule.
- C. Physical assault or threats by a student on any teacher shall subject the student to immediate suspension, expulsion and/or placement in an alternative educational setting consistent with School Board Policy and Florida Statutes.
- D. The District shall assist employees in processing complaints against parents, family members of students, guardians or others who commit assault and/or battery on any Board employee.
- E. When affidavits, depositions or testimony associated with District employment roles are required of an employee, legal assistance and/or consultation shall be provided by the District.
- F. Any teacher injured in the line of duty as a result of battery shall be entitled to leave as defined in Article XII.1 A (2).
- G. Teachers shall be entitled to reimbursement for the cost of repair and/or replacement for personal items damaged or destroyed in the line of duty.**

#### **VI.9 SCHOOL BUDGET**

- A. Teachers at each worksite shall be given an opportunity to be involved in the development of the worksite budget, especially that portion of the budget which pertains to their duties.
- B. A copy of the school budget shall be kept in the school library and in the principal's office so as to make it available to all teachers.
- C. Budgets for specific areas and departments shall be presented to any teacher who requests such information from the immediate supervisor. Teachers will be given prior notice if modifications of these budgets are made.
- D. The FTE weights and dollar value for each program in the FEFP shall be posted on the teacher bulletin boards during pre-school.

## VI.10 MISCELLANEOUS PROFESSIONAL ISSUES

- A. Remediation performed as a direct result of student failure on any state-wide examination will be performed by the student's regular classroom teachers, by teachers who are specifically employed for that purpose, or by teachers who are released from other duties in order to provide instructional services.
- B. If the District identifies a need to establish additional Teacher on Special Assignment positions, the EEA President shall be notified of the position, its duties and its anticipated duration prior to any posting.
- C. The administration shall recommend that the Staff Development department continue offering programs designed to assist all teachers in recognizing and teaching handicapped students.

## **ARTICLE VII PROMOTIONS, TRANSFERS, REDUCTION & RECALL**

### VII.1 PROMOTION

- A. All administrative and supplemented position vacancies shall be posted in all schools for at least ten (10) work days in such a manner that all bargaining unit members may see them.
- B. Notice of any opening for a supplementary pay position shall be posted in the school in which the opening occurs if the position is open only to employees in that school. If the supplementary position is open to personnel outside that school, the position shall be advertised in all schools and departments. All qualifications being essentially equal, preference in filling supplementary positions shall be given to applicants within the district.
- C. Any teacher who desires a promotion to the available position(s) shall file a written request as described on the posting.
- D. **The Association President shall be requested to form a site based pool of EEA members to be available to participate in site-based interviews for Instructional Bargaining Unit positions (one (1) representative for non-supplemented positions and two (2) representatives for site-based supplemented positions.) The Association President shall be requested to appoint up to two (2) teachers to the screening interviewing committees for promotional or non site-based supplementary positions.**
- E. Bargaining unit applicants who **participate** in the interview process shall be provided **constructive feedback and the result of the selection process by the responsible administrator in a timely manner.**

### VII.2 VOLUNTARY TRANSFERS

- A. Definitions
  - 1. Voluntary Transfer - When a teacher initiates a request to transfer from one education position or school to another position or school.

2. Vacancy - When a full time employee is sought to fill a full-time position.
3. Posting - A document for posting in all work locations which identifies the position(s) which are available for application.
4. All postings shall include but may not be limited to: type position, location(s) (if applicable), any supplement or extra duty and any specific qualifications. New positions shall be posted as vacancies provided all properly certified professional services and continuing contract personnel have been assigned. The Association shall be provided with a copy of each posting.
5. The purpose of the voluntary transfer procedure is to provide appropriately certified and qualified current District employees with a fair and equitable process to be considered for available vacant positions.
6. **Priority Transfer Process for Continuing & Professional Services employees:**
  - a. **Principals will meet with the Director of Human Resources in April to determine vacancies. When vacancies for the upcoming school year have been identified the Human Resources Department will compile a listing of all vacancies.**
  - b. **The list will be sent out district wide via the Groupwise E-mail System. The posting will not appear on the District Web Site. The posting period, called a “closed posting” will be for ten (10) days. Only current Continuing Contract and Professional Service contract teachers (not annual contract teachers) will be eligible to apply for a transfer. No applicants from outside the system will be eligible for consideration during this time. Eligible teachers will submit the “Transfer Request” form and one (1) page resume to each school for which they wish to be considered for transfer.**
  - c. **Principals will review and consider the credentials of those teachers who applied for a transfer to their school. Principals will notify applicants in writing that they have been selected or not selected for interviews. Principals shall provide the Human Resources Department with a listing of all transfer applicants.**
  - d. **If a teacher is selected for the transfer, then the school from which the teacher is leaving will submit a “Request to Advertise” form to the Human Resources Office for the vacant position.**
  - e. **The process listed above will apply only to the “closed posting.”**
  - f. **Positions not filled through the Priority Transfer process will be listed on the first general or “open” posting which will occur in early June. This posting will be listed on our district web site. Applicants as well as employees will be able to apply online for specific vacancies.**
  - g. **Annual contract teachers are NOT eligible for Priority Transfer consideration.**

B. Procedures

1. Vacancy Posting Periods

- a. All openings for teaching, and/or supplemented vacancies which occur outside the 10 month school calendar shall be posted for voluntary transfer for at least ten (10) working days in all worksites, the Human Resources Department at the District Office and on the **School District web site**.
  - b. All vacancies which occur within the 10 month school calendar shall be posted for at least 5 work days.
  - c. Duration of posting periods may be altered for good cause by mutual agreement by the parties.
2. Current District employees may apply for transfer to the available vacancy at any time during the posting period.
  3. Site administrators shall carefully consider applications and supporting data of current employees before those of new applicants. Appropriate considerations shall include but not be limited to letters of interest, resumes, background materials and previous evaluations.
  4. Escambia District seniority shall be considered when qualifications are substantially equal among applicants for voluntary transfer.
  5. If no **qualified** voluntary transfer applicant is identified, the site administrator shall then be free to consider **annual contract applicants followed by** new applicants.
  6. Any teacher who desires to be considered for a transfer to the posted vacancy or for a posted promotional position shall file a written request with the appropriate supervisor or the Human Resources Office as designated in the posting.
  7. Appropriate time shall be provided for interviewing applicants. The site administrator will notify the District of her/his recommendation after the closing date on the posting.
  8. An up-to-date list of vacancies shall be maintained in the Human Resources Office and a copy sent to the Association office.
  9. Teachers being transferred will be notified of the new position prior to the transfer. Unsuccessful transfer applicants who were interviewed will be notified.

C. Staffing New Schools:

When new schools are staffed, the following procedure shall be implemented:

1. Vacancies at the new school and vacancies at other schools shall be posted;
2. The number of units to be lost by the school(s) whose attendance boundaries will be changed to create the new zone will be established and the affected faculty(ies) will be notified;
3. Volunteers who wish to transfer shall be solicited from among any school(s) which would lose students to create the new attendance zone;

4. Volunteers from schools not affected by the zone changes shall be considered for any additional openings;
5. Involuntary transfers (if any are necessary) shall be placed first in accordance with the principle of reverse seniority after volunteers have been solicited as specified in Article VI.3, Section C-3;
6. Current District employees shall be placed, based upon the Principal's recommendation, prior to considering any teachers new to the District.

D. Consolidation of Schools

When schools are consolidated:

1. All teachers in the schools to be consolidated who so desire shall be placed on the consolidated school faculty if allocated positions and programs allow.
2. Teachers in the schools to be consolidated who desire a placement on other than the consolidated faculty, shall be considered along with other voluntary transfer applicants.
3. If the consolidation process results in surplus teachers, the involuntary transfer process shall be implemented as specified in Article VII.3, Section C.

**VII.3 INVOLUNTARY TRANSFER**

- A. Definition: An involuntary transfer is a change from one school, work location or position for which the employee is currently certified to another instituted by the administration. When the involuntary transfer process is implemented during the work year, the teacher(s) shall be allowed to at least one work day at the new location to prepare for the assignment.
- B. Facility or school closing:
  1. When a decision is made to close a facility or school, the District shall give written notice to the teachers in the affected school. The notice shall include the reason(s) the change in status is necessary.
  2. Each teacher on Continuing and Professional Services Contract in the affected school shall be provided with an up-to-date list of vacancies and will be given an opportunity to volunteer for vacant positions. Annual Contract teachers who are recommended for reappointment shall be provided a list of vacancies available at the time of the recommendation for reappointment.
  3. Continuing or Professional Services Contract employees shall be placed prior to annual contract teachers. Until all involuntary transfer teachers are placed, no new teachers will be interviewed or hired.
- C. Reduction in teachers at a school/facility: When a reduction in the number of teachers in a school is necessary, subsequent to the initial staffing allocations and adjustments at the beginning of the school year, the following procedure shall be used:

1. Factors which cause a need for such reduction may include:
  - a. a decline in student enrollment
  - b. instructional staffing or program changes
  - c. budgetary constraints
2. The teachers and Association shall be notified in writing that such a reduction is necessary (including the factors which cause the reduction and the number of teaching positions affected.)

-32-

3. Each teacher on Continuing Contract or Professional Services Contract in the affected school will be provided with an up-to-date list of vacancies and will be given an opportunity to volunteer for one of the vacant positions. All volunteers will be transferred first, after which involuntary transfers will be made if necessary based on district-wide seniority, those having the least seniority being transferred first. Annual Contract teachers who are recommended for reappointment shall be provided a list of vacancies available at the time of the recommendation for reappointment.
4. If a unit becomes available in a school whose faculty has been reduced, persons who were involuntarily transferred from that school shall be offered the opportunity to return based on District seniority.

#### D. Guiding Principles for Involuntary Transfers

1. Under no circumstances will a teacher be involuntarily transferred or reassigned for reasons which are arbitrary, capricious, or discriminatory or disciplinary. Involuntary transfers will be based on instructional staffing and program changes.
2. Teachers who are involuntarily transferred will receive no less than one (1) working day prior notice, stating the place and type of the new assignment. Upon teacher request one (1) additional day shall be granted.
3. The teacher(s) to be transferred will have certification in the applicable areas and will have the capacity to meet the educational needs of the vacancy to be filled.
4. Teachers who are not satisfied with their placement or assignment, as a result of the involuntary transfer, may request that their name be placed on the voluntary transfer list and shall, upon request be provided assistance to secure an assignment which they prefer.
5. Any teacher who is involuntarily transferred from a school, program or worksite due to reduction(s) in instructional staffing and/or program changes shall be offered the opportunity to return to that school, program or worksite should the position be re-authorized within the same school year, as long as the teacher remains appropriately certified/qualified.

#### E. Emergency conditions

1. Only the Board, upon recommendation of the Superintendent, may declare an emergency or other unusual circumstance.

-29-

2. The Association shall be notified when such an emergency condition exists. This Agreement recognizes the authority granted to the Superintendent in Florida Statute 230.33,7d, in emergency situations.

#### **VII.4 REDUCTION IN PERSONNEL**

- A. In the event the Board or the Superintendent determines that a reduction in personnel is necessary, it will give written notice to the Association of the rationale for a reduction before implementing such reduction.
- B. The Superintendent shall determine the subject areas and number of positions affected in each subject area in secondary schools and the number of positions in elementary schools in which reductions shall be made. The names, school and teaching areas of all teachers whose contracts are terminated or non-renewed because of a reduction in force shall be given in writing to the Association. The Superintendent shall not lay off any continuing contract or professional services contract teacher who has the same certification as a teacher on annual contract who has not been laid off.
- C. Should the Board have to lay off continuing contract or Professional Services contract teachers in any of the areas identified in paragraph B, those with the least district-wide seniority in each area will be laid off first, except that no continuing contract or Professional Services contract teacher with less seniority and the same certification. Should a choice have to be made between continuing contract or Professional Services contract teachers with identical district-wide seniority, the following factor will be controlling: continuing contract or Professional Services contract teachers with the least total teaching experience will be laid off first. If total teaching experience is equal, the following criteria will be considered: educational qualification, efficiency, compatibility, character and the capacity to meet the education needs of the community.
- D. Should the Board have to choose from among its annual contract teachers during the term of a contract as to which shall be retained, the criteria to be used shall be: District-wide seniority, area of certification and the capacity to meet the educational needs of the community.
- E. A teacher whose job is being eliminated as part of a reduction in force shall be notified in writing.

#### **VII.5 RECALL**

- A. The following procedures shall be controlling in the event of recall following reduction in force:
  1. The Board or the Superintendent shall determine the subject areas in secondary schools and the number of positions in elementary schools in which recall will be made and the number of teachers to be recalled.
  2. Recall will be implemented using the same criteria as reduction in force except in reverse order. Recall notice shall be made by certified letter to the teacher's last known address.
  3. No new teachers shall be hired in a laid-off teacher's subject area or grade level until all certified and fully qualified laid-off teachers of that subject area or grade level have been recalled or have declined or failed to accept recall (within two [2] weeks of that date).

- B. Any teacher who would have qualified for retirement during the reduction year shall be permitted to teach that year so as to acquire needed service.
- C. In the event of lay-off pursuant to this Article, personal leave of absence without pay for one (1) year may be granted to any and all teaching staff affected.
- D. For the purposes of this Article in determining district-wide seniority, service shall not be deemed to have been interrupted by any paid leave granted and approved pursuant to the Agreement.
- E. This Article applies only to continuing contract and professional services contract teachers and those annual contract teachers whose contracts are being non-renewed because of a reduction in force.

## **ARTICLE VIII SENIORITY**

### **VIII.1 DEFINITION**

Seniority is defined as continuous service within the bargaining unit which begins with the employee's initial effective date of hire and accumulates on an annual basis.

### **VIII.2 SENIORITY CONSIDERATIONS**

- A. District seniority shall continue to accrue during continuous service unless an official break in service occurs. Breaks in service shall be defined as: resignation or any other voluntary separation from employment, involuntary termination for just cause or any other involuntary termination which is not reversed through grievance, legal procedures or Board decision, or voluntary unpaid leaves which extend beyond a two (2) year period.
- B. Retirement under the Teacher's Retirement System or Florida Retirement System, except Disability Retirement if the employee is subsequently rehired, shall constitute a break in service for purposes of this article. (In the case of Disability Retirement when the employee is subsequently rehired, that employee's seniority shall continue but no credit shall be earned during the period of retirement.)
- C. Approved short or long term leaves of absence as provided by this contract shall not constitute a break in service. Employees on Worker's Compensation leave shall continue to accrue seniority during the period of their absence associated with the compensable injury/illness.
- D. Employees on paid or unpaid leave of absence for Association activities shall accumulate seniority during such leave.
- E. A District Seniority list of instructional bargaining unit personnel shall be maintained and provided to the Association at least once annually. The District Seniority list shall be available for review by employees after contacting the Human Resources Department to establish an appointment.
- F. If any circumstance arises in which seniority forms the basis for action and more than one **appropriately qualified and certified** employee has the same effective date of hire, **the situation will be resolved by the flip of a coin.**

**ARTICLE IX  
PROFESSIONAL ASSESSMENT AND DEVELOPMENT**

**IX.1 GUIDING PRINCIPLE**

The Association and the Board are committed to recruiting, developing and maintaining a highly qualified and effective instructional workforce. We believe that continuous professional development activities and regular assessment interaction are critical components in developing and maintaining a highly qualified and effective professional workforce. The parties recognize that performance assessment of instructional personnel is a collaborative process between the teacher and administrator and must be based on appropriate criteria and contemporary research. It is a cooperative effort to enhance performance, to assist in career planning and to stimulate professional growth, resulting in improved student learning. Assessment shall be the responsibility of the principal, as the term principal is defined in Florida Statutes. Except as specifically outlined in the Professional Educator Growth System, members of the bargaining unit shall not be permitted to participate substantially in the assessment of any other member of the bargaining unit.

**IX.2 HANDBOOK AND FORMS**

- A. All personnel involved in the observation and assessment of instructional personnel shall be provided annual orientation on pertinent aspects of the Professional Educator Growth System.
- B. Appropriate assessment material will be provided on an annual basis. The principal and other appropriate administrative personnel will conduct the assessment process.

**IX.3 PROCEDURES AND REQUIREMENTS**

- A. No teacher shall receive adverse comments from the principal in the presence of students or faculty members regarding performance evaluation. All comments regarding a teacher's professional performance shall be communicated directly to the teacher.
- B. There shall be a minimum of four (4) assessment interactions between the observer and teacher during the academic year. Assessment interaction may take the form of observation, conference, document(s) review, reflection journal review or "other" interaction which meets the needs of the observer and teacher (must be specific and agreed in advance). The purpose of any assessment interaction shall be to document the performance of the teacher and provide an opportunity for the observer and teacher to interact. Assessment interactions shall be conducted openly and objectively and with the knowledge of the teacher.
- C. For teachers on the "Comprehensive Cycle" of PEGS, it is anticipated that all Educator Accomplished Practices Indicators will be observed and documented through assessment interactions at the "Evident at Acceptable Level" (or higher) rating during the course of the year. Indicators may not be rated as "Not Evident at Acceptable Level" unless two (2) prior assessment interactions have been rated as "Not Evident at Acceptable Level" and at least two (2) Strategies for Improvement (SFI) forms have outlined the deficiency and suggested specific measurable strategies for remediating the difficulty are part of the file.
- D. The rating scale for the Professional Educator Growth System (PEGS) shall be specified in the PEGS Handbook. The PEGS Handbook, including forms and process, are by reference

incorporated in this Master Contract. Changes may be made to the PEGS system only through mutual consent of the parties.

- E. Any individual rating that is less than satisfactory must be accompanied by appropriate specific written strategies for improvement including a reasonable timeline for completion.
- F. In compliance with Florida Statute **1012.34**, two (2) consecutive unsatisfactory annual evaluations may require DOE notification by the Human Resources Department.
- G. Ongoing interaction between the observer and the teacher is a requisite relationship in successful teacher success and growth. Interaction which serves as a function of the teacher assessment process shall be documented and acknowledged by the teacher through his/her signature.
- H. A teacher on the "Growth Cycle" of PEGS may be returned to the "Comprehensive Cycle" for good and just reasons including to provide an opportunity for greater success.

## **ARTICLE X PERSONNEL FILES**

### **X.1 PERSONNEL FILES**

- A. The file of each teacher shall be open to inspection only by the School Board, the Superintendent, the principal, the individual himself and such other persons as the teacher or the Superintendent may authorize in writing. If anyone other than the teacher or someone with written authorization by the teacher requests to review a teacher's file, the teacher shall be notified in writing, as soon as possible prior to the review. Said notice shall specify who wishes to review the file, when the appointment will occur and that the teacher has a right to be present or be represented by the Association. (Chapter 119.07 of the Public Records Act shall be controlling.)
- B. Each teacher shall have the right upon request and with a scheduled appointment to review and reproduce the contents of his/her own personnel file. The teacher shall pay the Board an amount of money per page which is identical to the amount charged members of the public. A representative of the Association shall, at the employee's request, accompany the employee in such review. The review shall be made in the presence of the administrator responsible for the safe-keeping of such files.
- C. Material that has not been available to the teacher shall not be admissible in any action against the teacher except as provided in Florida Statutes. The teacher shall receive a copy of all written reports to be placed in all his/her existing personnel files. The teacher shall be required to sign a statement indicating that he/she has received a copy of any such report as a condition of release of such material. Such a signature shall not necessarily be interpreted to mean agreement. If the employee chooses not to sign the document(s), a statement to that effect shall be written and signed by the appropriate administrator on said document(s) and witnessed by a neutral third party in the presence of the teacher.

### **X.2 INVESTIGATORY FILES**

- A. If the District creates an investigatory file, the affected employee shall be notified. The contents of

that file shall not be made a part of the employee's official Personnel File until the investigation is concluded (including appeal, grievance and/or legal proceeding.)

- B. No action shall be taken against a teacher based on an unsubstantiated allegation, inaccurate or anonymous material or documentation which has not been otherwise substantiated.

### **X.3 INACCURATE, ANONYMOUS MATERIAL**

- A. If the material placed in a teacher's personnel file is proved to be in error, such material will be removed from the file or corrected.
- B. No anonymous material shall be placed in any teacher's personnel file. Neither the Board nor its administrative representative, including building principals, shall establish any separate personnel file which is not available for the teacher's inspection.

## **ARTICLE XI EMPLOYEE DISCIPLINARY PROCEDURES**

### **XI.1 DISCIPLINE DEFINED**

Disciplinary Action shall be defined as any action that includes: warning conference, verbal reprimand, written reprimand, suspension with pay, suspension without pay and/or dismissal.

### **XI.2 PROCEDURES**

- A. Any disciplinary action shall be administered only by the appropriate immediate administrator. All disciplinary action shall be progressive, fair and non-discriminatory. Disciplinary action which involves the more severe discipline of written reprimand, suspensions or dismissal shall be for proper cause. **For purposes of this agreement, "Progressive" discipline shall mean discipline whose intention is to correct unacceptable or non-productive behavior. Progressive discipline anticipates that corrective action for a first offense will begin at the lowest level most appropriate to the behavior (verbal warning, conference, counseling, letter of reprimand, suspension, suspension without pay, dismissal) and proceeding to higher, more intrusive discipline should the desired behavior not be achieved.**
- B. Association members shall have the right to Association representation in any meeting which involves issues which are intended to lead to disciplinary action and/or to provide notice of disciplinary action.
- C. Association members shall have the right to Association site representation and/or Association consultation in any meeting which involves or might involve a demand that a unit member submit to drug/alcohol or other chemical substance screening based on "reasonable suspicion" as defined in the Drug Free Workplace Program cited in F.S. 440.102(1)(n). (Note: Any attempt to delay or defeat the purpose of the screening request may result in disciplinary action, up to and including termination.)
- D. The teacher shall be notified in advance of any meeting which may result in reprimands, suspensions or dismissal and shall be informed that he/she is entitled to Association representation. In the event of the more serious disciplinary actions of suspension, suspension without pay and

dismissal, the employee shall be provided notice as outlined in Florida Statutes. If immediate action is required to remove an employee from a potentially hostile atmosphere, restore the smooth operation of the school's programs or to otherwise protect an employee or the school, the District may administratively reassign an employee to another worksite or his/her residence in order to conduct an appropriate investigation. The employee shall be afforded all rights of notice, right to representation and due process.

- E. No material related to a potential disciplinary action may be placed in an employee's permanent personnel file until all investigation, conferences, and any appeals, including grievance, have been completed. All material found to be inaccurate, unfounded, or anonymous, or any records of any discipline found to be inappropriate through mutual agreement, conference, grievance, legal proceeding, or Board action shall be given to the employee.
- F. No disciplinary action shall be taken against a teacher based on anonymous complaints, information, or documents.
- G. No action against a teacher shall be taken on the basis of a complaint by a parent, student, or other individual unless the matter is first reported to the teacher in writing by the principal within ten (10) days of the complaint. No records shall be kept concerning anonymous complaints.

### **XI.3 DISCIPLINE INVOLVING DRUG OR ALCOHOL ABUSE OR DEPENDENCY**

#### **A. Statement of Beliefs:**

**The parties to this agreement believe it is a paramount duty of teachers, administrators and staff to provide a safe learning environment for students free from influences and behaviors that place students or employees at risk. We believe it is inappropriate for any teacher, administrator or staff member who is impaired by drugs or alcohol to interact with students or endanger themselves or others. Further, we are committed to lawful employment practices for employees who seek assistance by self-disclosure and submission for evaluation and/or treatment for drug or alcohol abuse or dependency.**

#### **B. Employment practices for employees who test positive for drug and/or alcohol based on "Reasonable Suspicion," Worker's Compensation screening, "Safety Sensitive" random screening or Post Accident testing:**

- 1) The District and Association will establish protocols including current District practices for implementing drug or alcohol screening in compliance with Florida Statute 112.**
- 2) Employees may be required to submit to drug and/or alcohol screening based on: (a) documented "Reasonable Suspicion;" (b) a Worker's Compensation eligible accident or injury; (c) required safety sensitive employment random testing; or (d) post-accident testing.**
- 3) The District shall notify the employee that she/he is going to be required to submit for drug or alcohol testing. In the event that the employee requests representation/ consultation with the Association, further discussion of the situation shall be prohibited until representation/consultation can occur unless such representation is found to be unavailable**

or the employee voluntarily waives their right to representation. Securing such representation/consultation shall not delay unduly employee compliance with the required testing (not to exceed thirty minutes). In the event that representation or consultation is not available in person or telephonically within the specified time the employee shall be directed to submit for testing.

- 4) Refusal to submit to a required drug or alcohol screening shall constitute a “positive” test result for purposes of this provision.
- 5) If immediate action is required to remove an employee from a potentially hostile atmosphere, to restore the smooth operation of the school’s programs or to otherwise protect employees and students, the District may administratively reassign the employee to another worksite or his/her residence in order to conduct an appropriate investigation. The employee shall be afforded notice, the right to representation and appropriate due process.
- 6) Upon receipt of a positive test result in a first offense drug or alcohol screening, the employee may be administratively reassigned to her/his home pending appropriate due process procedures. The employee shall be recommended for suspension without pay until she/he completes a District and Association approved Substance Abuse Professional (SAP) evaluation and the drug/alcohol dependence or abuse rehabilitation program at the employees’ expense as recommended by the SAP. (The employee may utilize the District Health Care Program to the extent specified for the rehabilitation program in the DHCP.)
- 7) Employees who refuse to comply with the District’s requirement for SAP evaluation or fully comply with the SAP program of rehabilitation shall be subject to termination. Termination based on an employee’s refusal to comply with the District’s requirement for SAP evaluation or early, unauthorized exit from a prescribed program shall not be grievable under the provisions of this Master Contract.
- 8) Employees testing positive for drug or alcohol in a work setting for the first offense shall be counseled about their rights and responsibilities at the first available opportunity, not later than three (3) work days following written notice of a positive drug or alcohol test. These rights and responsibilities shall include:
  - a. Due process procedures, including proper notice of potential discipline consistent with this Article shall be provided.
  - b. “First time” offenders shall receive notice in writing of the employee’s right to participate in a comprehensive drug/alcohol evaluation and prescribed drug/alcohol rehabilitation program.
  - c. “First time” offenders who satisfactorily complete a comprehensive program of rehabilitation and sign a “Return to Work Agreement” (Appendix F) shall be entitled to return to work in a position consistent with the recommendation of the SAP.
  - d. Employees returning to work under this provision shall be subject to “On Demand” drug/alcohol screening collected at a District and Association approved facility at her/his expense (any tests required in excess of six shall be paid by the district) for a period not to exceed two calendar years. The frequency of testing shall be determined by the SAP.

- 9) **Repeat drug/alcohol offenders are subject to dismissal. Said dismissal procedures shall include normal disciplinary due process notice and procedures including those outlined in this Article. Dismissal for a repeat drug/alcohol offense shall not be grievable under the provisions of this Master Contract.**

**C. Employment practices for employees who are charged or convicted of a drug-related offense:**

1) Any employee charged with a drug related offense, either at work or while off duty shall be placed on administrative leave with pay until the first regular Board meeting at which time the employee shall be suspended without pay, pending conclusion of the District's investigation and/or recommendation for disciplinary action.

2) Any employee convicted of a drug related offense either at work or while off duty shall be subject to termination in accord with the provisions of the contract relating to Dismissal. Dismissal for conviction of a drug related offense shall not be grievable under the provisions of this Master Contract.

**XI.4 DISMISSAL**

- A. Dismissal procedures for the School Board of Escambia County, Florida, shall be as provided for in State Statutes and State Board of Education Regulations.
- B. Any teacher who receives notice of dismissal shall be given all reasons for this action in writing.

**ARTICLE XII  
LEAVE PROVISIONS**

**XII.1 PAID LEAVES**

A. Sick Leave

1. Illness

- a. Sick Leave shall be granted to full-time members of the bargaining unit because of illness or death of father, mother, brother, sister, husband, wife, child or other close relative or member of his/her own household.
- b. Each member of the bargaining unit shall be entitled to four (4) days sick leave upon the initial employment date, and shall thereafter earn one (1) day of sick leave for each month of employment. However, no member shall be entitled to earn more than one (1) day times the number of months of his/her employment during the year of employment. Sick leave days shall be credited to the teacher at the end of the month of employment and shall not be used prior to the time they are earned and credited. Such leave shall be unlimited and cumulative from year to year.
- c. Sick leave accumulated in other school districts shall be credited to the teacher at the rate of four (4) days upon initial employment and one (1) additional day at the end of each month of additional employment. At least one-half (1/2) of accumulated sick leave must be established within this district.

d. In order to encourage and reward teachers who exercise particular care in the maintenance of their personal health and job attendance, the Board will provide terminal pay to a teacher at retirement or to his/her beneficiary(ies) if service is terminated by death. Such terminal pay shall be at his/her current regular rate of pay excluding supplements, and be determined as follows:

- (1) During the first three (3) years of service **in Escambia County**, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of accumulated sick leave.
- (2) During the next three years of service **in Escambia County**, the daily rate of pay multiplied by forty percent (40%) times the number of days of accumulated sick leave.
- (3) During the next three (3) years of service **in Escambia County**, the daily rate of pay multiplied by forty-five percent (45%) times the number of days of accumulated sick leave.
- (4) During the next three (3) years of service **in Escambia County** the daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave.
- (5) During and after the thirteenth (13th) year of service **in Escambia County**, the daily rate of pay multiplied by one hundred percent (100%) times the number of days of accumulated sick leave.
- (6) Teachers may submit a written resignation to the Human Resources Management Department a maximum of three (3) years in advance of their normal retirement date or submit a resignation date under the Deferred Retirement Option Program (Article XIII.9). This written resignation may be revoked only in the event of a catastrophic occurrence that leaves the teacher financially devastated. A standing committee consisting of one representative from each bargaining unit, appointed by that unit, and one representative appointed by the Superintendent, shall look at each case on an individual basis. If the resignation is revoked, the teacher is still subject to all rules and regulations established under the appropriate State statutes.

Employees resigning in either of these manners may, at their option, receive in advance a pro-rata portion of the terminal pay provided above based on their current compensation rate as follows:

- (a) Three (3) years in advance -- one-third (1/3) of terminal pay shall be paid upon submission of the retirement notification; one-half (1/2) one year after notification; and, the balance at the effective date of retirement.
- (b) Two (2) years in advance -- one-third (1/3) of terminal pay shall be paid upon submission of the retirement notification; one-half (1/2) one year after notification; and, the balance at the effective date of retirement.
- (c) One (1) year in advance or during the year in which the employee retires -- terminal pay may be divided into two (2) payments. One-half (1/2) on or prior to December 31 and the balance at the effective date of retirement.

- (d) To compute the annual retirement benefits as outlined above, the daily rate of pay shall be determined by the number of days the teacher must be on the job to earn the annual salary for that year.
- (e) Each employee's Notice of Participation in this program shall be maintained in a separate file of participants with a copy in the individual employee's file. The resignation shall be presented to the Board for final acceptance only at the designated time of retirement.

e. Teachers who utilize sick leave will be required to complete the form attached hereto as Appendix D. Teachers will receive a copy of this form after the immediate supervisor has signed it. Each teacher will be informed at the end of every pay period how much accrued sick leave he/she has available as accurately as possible.

## 2. Injury and/or Illness-in-the-Line-of-Duty and Workers' Compensation Plan

A. Members of this bargaining unit shall be covered by appropriate Workers' Compensation Program as provided by the laws of the State of Florida. The District shall provide assistance to members of this unit to ensure that quality benefits are provided to employees who qualify.

-45-

B. Injury and/or Illness-in-the-Line-of-Duty leave up to the maximum allowed [ten (10) days per school year], shall be granted to any teacher who is absent from assigned duties because of any contagious or infectious disease contracted in school work, exacerbation of existing health or medical condition (when identified by a licensed physician approved by the District) or for a work related on-job injury. Injury and/or Illness-in-the-Line-of-Duty leave up to a maximum of ten (10) days shall not be charged to the teacher's accumulated sick leave.

C. The Board may authorize additional emergency leave for injury and/or illness of a teacher which results from the appropriate discharge of his/her duties. Such leave **may** be granted when the illness or injury has been certified by a licensed physician approved by the District.

D. Drug and/or alcohol screening for Worker's Compensation purposes may be requested for "reasonable suspicion" as defined by the Drug-free Workplace Program requirements, F.S. **440.102(1)(n)**. Appropriate treatment shall not be delayed implementation of any drug and/or alcohol screening.

## 3. Verification of Leave

Upon return from leave as described above, the immediate supervisor shall provide the teacher with the necessary form for verification of the reasons for absence. Such completed forms shall be submitted to the immediate supervisor as prescribed in F.S. 231.40(2)(b), within five (5) working days following the teacher's return from leave.

## B. Personal Leave

Each full time member of the bargaining unit shall be granted six (6) days each school year for personal reasons. Such leave shall be charged against the employee's accumulated sick leave and shall be non-cumulative. The employee shall not be required to give reasons for such leave except that the leave is for personal reasons. Requests for personal leave shall be filed with the teacher's

immediate supervisor. The supervisor shall have the right to limit approval of requests for personal leave on a given day in accordance with the educational needs of students in his/her charge. Requests shall be honored on a "first come, first serve" basis. Such restrictions shall not be arbitrary or capricious in implementation.

C. Temporary Duty

A teacher may be assigned to be temporarily absent from his/her regular duty and place of employment for the purpose of performing other educational services and other duties.

D. Jury/Legal Duty

Members of the bargaining unit shall be granted leave and shall receive their regular salary while serving as jurors or as witnesses for the Board. They shall also be granted leave and receive their regular salary if they are under subpoena to testify in relation to an incident that occurs in the performance of their professional duties. Any remuneration received as a result of such service shall be endorsed over to the Board. Any mileage allowances resulting from such services shall be retained by the teacher. Leave granted under this provision shall be reported as "Jury Duty."

E. Professional Leave

1. Teachers may be granted a maximum of twelve (12) professional leave days per school year to attend or participate in conferences, conventions, workshops, and/or meetings sponsored by **EEA/FEA/NEA** and/or other professional organizations or to enroll at an accredited college, university or approved vocational training program for periods of short duration. Teachers may be granted Professional Leave for activities which promote the teacher's professional development. Application for Professional Leave for such activities should include a proposal which gives preliminary details of the activity(ies) and summarizes the anticipated benefit(s) to the teacher, students and/or the District. Professional Leave is subject to approval by the Superintendent.
2. Professional leave during pre-school planning and/or post-planning periods may be granted to teachers enrolled in an accredited college or university whose attendance during these periods conflicts with the dates of their school employment. Such leave shall not exceed five (5) days per school year, and the applicant must be returning to this system if leave for post-school is granted.

F. Military Leave

Reservists and National Guardsmen required by official orders to report for active duty during school work time shall be granted up to seventeen (17) paid leave days. Beginning on the eighteenth (18th) day of such required service, the Board may, according to F.S. 115.14, pay the teacher any difference between his/her active duty pay and their regular rate of pay. There may be no loss of seniority, pay or benefits associated with required active duty. The teacher shall notify the Personnel Office of upcoming duty promptly and may be required to furnish a copy of the military orders which require the teacher's absence from normal teaching duties.

## G. Annual Leave

Teachers employed for twelve (12) months shall be entitled to annual leave. Annual leave shall be earned as follows:

1. For the first five (5) years of service the employee shall accrue one (1) day of annual leave for each month of contract employment.
2. For the sixth through tenth year of service the employee shall accrue one and one-fourth (1 1/4) days of annual leave for each month of contract employment.
3. For the eleventh and each succeeding year of in-county service the employee shall accrue one and one-half (1 1/2) days of annual leave for each month of contract employment.

### 4. Restrictions and Limitations

- a. Annual leave shall be accrued in addition to specific annual holidays stipulated for observance by the School Board and paid holidays established by this Agreement.
- b. Accumulated leave shall be posted June 30th of each fiscal year and no more than sixty-two and one-half (62 1/2) days may be carried forward to the next fiscal year.
- c. All annual leave must be approved in advance by the Superintendent or his designee.
- d. Annual leave will be posted at the end of each pay period.
- e. Teachers will be allowed to utilize all accrued annual leave, subject only to the restrictions that no more than thirty (30) days may be taken during any fiscal year, subject to the restrictions in Item "b." Employees may apply for a "humanitarian" waiver of this restriction based on terminal illness or other catastrophic emergency. Upon evaluation and verification of need by the Human Resources Department, the request will be submitted to the Board for approval.

### 5. Accrued Annual Leave

- a. Accrued annual leave not to exceed five hundred (500) hours shall be paid, upon request, to each teacher who has an accumulated leave balance upon retirement, when transferring from leave earning status to a non-annual leave position or upon leaving the employment of the District. If above services are terminated by death, the same shall apply to the beneficiary(ies). Payment shall be made on the next regular pay date following the change in employment status provided there are five (5) working days to process the claim. The payment shall be at his/her current regular rate of pay excluding supplements.
  - b. The employee shall have the option to utilize the leave or maintain the leave credit for later use or exchange for pay.
6. To compute unused annual leave at the time of retirement, the daily rate of pay shall be determined by the number of days the teacher must be on the job to earn the annual salary for that year.

7. In this Article, the term "days" shall refer to "work days."

#### H. Retraining Leave

Upon Superintendent's approval of a retraining program, a teacher who earns annual leave may use accumulated leave for "retraining." The Board will match the accrued annual leave time thus used by the teacher up to a maximum of twenty (20) days, thus providing, without loss of pay, a maximum of forty (40) days that the teacher may use for "retraining." Such leave shall be so scheduled as to provide minimal disruption of assigned duties.

#### I. Sabbatical Leave

1. The parties agree that the pursuit of additional training and/or degrees may be beneficial to the employee and the District.
2. The parties hereby agree to recognize "Sabbatical Leave" as a potential legitimate paid leave category.

### **XII.2 UNPAID LEAVES**

#### A. Maternity/Paternity Leave

Maternity/Paternity Leave for the purposes of child-bearing and/or child rearing shall be granted by the Board for up to one (1) year as a non-paid leave, provided sufficient notice is given to assure that a qualified substitute (where applicable) can be hired. Prior to the commencement of such leave, the teacher may utilize any portion of accrued sick leave for childbearing.

#### B. Leave for Family Purposes

Leave for purposes of childbearing, adoption or family care will be provided in accordance with the Family and Medical Leave Act.

#### C. General Leave of Absence

The parties agree that the Board may, at its discretion, grant a leave of absence for up to one (1) year as a non-paid leave of absence upon request from a member of the bargaining unit, provided sufficient notice and reason are given prior to the commencement of said leave. The Board may, upon request from said teacher, extend such leave for an additional one (1) year period. Such extension may be granted in semester intervals. Upon special appeal, the Board may, at its discretion, extend General Leave of Absence.

1. While on leave under the provisions of Section A or B above, the employee shall have the option to remain an active participant in available fringe benefits, insurance and retirement programs by contributing the amount necessary to pay the total premiums, to the extent that such participation is allowed by law.
2. Employees who have been granted General Leave of Absence, or Maternity/Paternity Leave not charged to sick leave shall have the following re-employment rights:

3. The employee shall notify the Superintendent of his/her desire to return to active employment no less than thirty (30) days prior to the end of the period for which leave has been granted. The Superintendent shall then assign the employee to his/her former position or substantially similar position for which the employee is fully qualified.
4. Employees returning from leave covered in this Article shall have priority for employment over those entering the District for original employment.

#### C. Military Leave

Military leave shall be granted without pay, except as provided in Section 115.07, Florida Statutes, to teachers who are required to serve in the armed forces of the United States or this state in fulfillment of obligations incurred under selective service laws or because of membership in reserves of the armed forces or National Guard, and may be granted, at the discretion of the Board, without pay, to any teacher volunteering for military duty. Teachers granted such leave for military service shall, upon completion of the tour of duty, be returned to employment without prejudice, provided application for re-employment is filed within six (6) months following the date of discharge or release from active military duty and provided further that the Board shall have a reasonable time, not to exceed six (6) months, to reassign the employee to duty in the school system.

Military leave shall not be counted as years of service toward continuing contract or professional services contract.

### **ARTICLE XIII COMPENSATION**

#### **XIII.1 SALARY SCHEDULE**

All teachers will be paid in accordance with the salary schedule attached hereto as Article XVI – Appendix A and the supplementary salary schedule attached hereto as Article XVI – Appendix B. There shall be no deviation from these schedules without the express written approval of the Board and the Association in a signed and properly ratified amendment to this Agreement. (This Article does not preclude the Board from honoring previous contract commitments with personnel who are not members of the bargaining unit when said previous contract was signed.)

#### **XIII.2 IN-SERVICE PAY**

Payment for inservice which occurs outside regular working hours will be made at an hourly rate of **fifteen (\$15.00)**, when such funds are available. If funds are not available, such status will be noted in the advertisement of the inservice training. Special grants and/or institutes may exceed this rate at the discretion of the District.

#### **XIII.3 REIMBURSEMENT FOR EXPENSES**

Teachers who use a personal automobile in the performance of their professional duties as assigned by the District (with the approval of the Superintendent), will be reimbursed by the Board at the maximum rate per mile allowed by the state law. Mileage driven from one school or work location to another during the work day shall be considered reimbursable mileage. On those days that teachers drive

directly to or from a work site other than their administrative base, compensation will be paid on the distance between the base school and the work site to which the teacher reports. For purposes of this paragraph, the administrative base of any teacher who reports on a regular basis to more than one (1) work site shall be that work site which is closest to the teacher's residence.

#### **XIII.4 COMPENSATION FOR EXTENDED DUTY**

Teachers who are directed to work in excess of the standard work day or year, by a person who has the authority to give such direction, shall be paid their regular rate of pay.

#### **XIII.5 COMPENSATION FOR PART-TIME WORK**

The hourly rate of pay for part-time work will be at the rate of **sixteen (\$16.00) per hour.**

#### **XIII.6 DIRECT DEPOSIT OF WAGES**

Each teacher shall be provided with the option of direct deposit of the teacher's payroll checks to a financial institution of the teacher's choice.

#### **XIII.7 RETIREMENT BONUS**

- A. Any member of the bargaining unit who retires by the end of the fiscal year in which they first become eligible for normal retirement (62 years of age or 30 years of service), under the Florida Retirement System shall be paid a one-time retirement bonus equal to twenty-five percent (25%) of the gross salary excluding supplements, earned by him or her during the said school year, which bonus shall be added to his or her annual salary and shall be paid during the month of June.
- B. Gross annual salary is defined as the salary actually paid, excluding supplements or extra pay, during the fiscal year in which the retirement occurs or the twelve (12) months preceding the date of retirement, if the retirement occurs at any time other than the end of the school year.
- C. Teachers who participate in the Deferred Retirement Option Program (DROP) [Section XIII.9] are not eligible to receive the retirement bonus unless their termination date and DROP retirement date fall within the same fiscal year in which they first become eligible for normal retirement (62 years of age or 30 years of service).

#### **XIII.8 TEACHER OF THE YEAR**

Annually, each faculty shall elect one teacher to represent that faculty as "Teacher of the Year."

- A. Factors to be considered in the selection of the "Teacher of the Year" shall include:
  - (1) attains satisfactory or better assessment in the prior year;
  - (2) implements effective and/or innovative teaching methods or strategies;
  - (3) makes contact with parents regarding the performance of their student(s); and,

(4) participates in school affairs.

- B. Each teacher selected by their peers to serve as “Teacher of the Year” shall receive, as part of their regular compensation, the sum of two hundred dollars (\$200).

### **XIII.9 DEFERRED RETIREMENT OPTION PROGRAM**

Teachers may participate in the Deferred Retirement Option Program (DROP) in accordance with the appropriate Florida Statute and School Board Policy.

## **ARTICLE XIV EMPLOYEE BENEFITS**

### **XIV.1 INSURANCE**

- A. The Board shall make available for each teacher, without cost to him/her, individual coverage under the Board-adopted medical insurance program. Teachers may choose the Board adopted In-Hospital Indemnity Insurance Program, individual coverage, in lieu of the medical insurance program. In case an employee and spouse are both employed by the District, the employees may each elect individual coverage or may elect to combine the Board's individual contributions to be applied to the cost of family coverage. Any remaining balance necessary to fully fund the cost of family coverage shall be payroll deducted from the salary of the employee in whose name the family coverage is registered.

The Board shall also make available for each teacher a choice of either individual or family coverage under the Board-adopted dental insurance program.

An open enrollment period will be provided for teachers to enroll in District benefit programs when recommended by the District Insurance Committee and approved by the School Board.

- B. The Board shall provide for each teacher without cost to him/her group term life insurance payable upon death of the teacher to the appropriately designated beneficiary(ies) in the amount of one thousand dollars (\$1,000) for each thousand dollars, of the teacher's annual contract salary rounded to the nearest one thousand dollars. Additional coverage, through payroll deduction, will be made available to the teacher at his/her expense.
- C. The Board approved Employee Assistance Program shall be provided to all teachers and families.
- D. The Board shall make appropriate fringe benefit enrollment forms and relevant time lines available to new teachers as a part of the employment process.
- E. The Insurance Committee will assist employees in making their decision about participation in the IRS Section 125, Cafeteria plan. At least one (1) month open enrollment period shall be allowed at the beginning of each plan year.
- F. New employees who choose to enroll in the medical and/or dental programs must do so during their first thirty (30) days of employment. Should they desire to enroll at a later date (except during the open enrollment periods) they shall be required to complete a health questionnaire which will be subject to the approval of the insurance company. Teachers who go on leave of absence without pay and do not continue their life, health, in-hospital indemnity and dental insurance by paying the

premium directly to the School Board shall be required to complete a health questionnaire which will be subject to the approval of the insurance company prior to receiving life, health, in-hospital indemnity and dental insurance upon returning to work.

- G. Insurance programs provided by this agreement are intended for the benefit of the employees of the Escambia County School District. It shall be the intent of the parties that programs implemented to comply with Sections A and B above shall be according to Section 624 and Section 627 of the Florida Statutes as it relates to self-insurance.
- H. The Escambia Education Association will be given, when practical, at least five (5) days advance notice of the Board of Trustees of the Escambia District Self Insurance Plan meetings so that they may have a designee present to observe the proceedings and provide pertinent input.
- I. The Board of Trustees of the Escambia District Self Insurance Plan and one (1) representative designated by the Escambia Education Association shall comprise the Escambia District Self Insurance Plan Appeals Committee. Appeals to this committee shall be limited to questions of coverage for members of the bargaining unit.

#### **XIV.2 SICK LEAVE POOL**

- A. The School Board shall continue to offer to employees the benefit of the Sick Leave Pool established by School Board Rule No. 6GX17-2.04(4)(D).
- B. A copy of the Sick Leave Pool Plan shall be kept in the library and in the principal's office.

#### **XIV.3 PERSONAL HEALTH ISSUES**

##### **A. Statement of Beliefs:**

**The parties to this agreement encourage all employees to maintain and safeguard their personal health. Inherent in safeguarding personal health is the belief that employees should avoid the abuse of alcohol, prescription drugs or controlled substances of all types. We believe that it is inappropriate for any teacher, administrator or staff member who is impaired by drugs or alcohol to interact with students or endanger themselves or others. Further, the parties are committed to lawful employment practices for employees who seek assistance by self-disclosure and submission for drug or alcohol abuse or dependency evaluation and/or treatment.**

##### **B. Employment practices for employees who self-disclose drug or alcohol use/dependency:**

- 1) Any employee who believes they are alcohol or drug dependent is encouraged to self-disclose this issue either to her/his immediate supervisor or to the appropriate District Administrator in the Human Resources Department. Said self-disclosure shall be held in confidence and the employee shall be informed of his/her right to an appropriate drug/alcohol evaluation and rehabilitation program.**
- 2) The self-disclosure provisions herein shall not apply after the employee has knowledge that an investigation for alcohol or drug violations has been initiated.**
- 3) Any employee who self-discloses an alcohol or drug dependency in writing will be provided an opportunity to complete an evaluation by the District and Association approved Substance**

Abuse Professional (SAP) and to complete a program of rehabilitation. It is the intent of the parties to collaboratively seek appropriate methodology to minimize, to the extent possible, the economic impact on employees who self-disclose. Therefore, the District shall provide the initial evaluation and the course of therapy required to complete the program of rehabilitation shall be covered under the provisions of the district approved insurance plan.

- 4) Upon self-disclosing, the employee may be placed on administrative leave with pay pending the evaluation results and recommendation of the Substance Abuse Professional.
- 5) Based on the results of the SAP's evaluation, the employee may be: (1) returned to the employee's normal work assignment; (2) assigned to an available non-student contact position; (3) placed on administrative leave not to exceed 30 calendar days or until such time as an approved Substance Abuse Professional (SAP) recommends the employee's return to normal placement; or if after 30 calendar days no other acceptable option is available, (4) placed on administrative leave without pay pending recommendation by the Substance Abuse Professional. The employee may, at her/his option, use any available accrued leave or if eligible, apply for Family Medical Leave Act (FMLA) leave.
- 6) Employees who self-disclose, sign a Return to Work Agreement (Appendix G) and complete the prescribed course of rehabilitation shall be returned to her/his prior employment status, provided however, the employee may be subject to random drug/alcohol screening at District expense for one calendar year.
- 7) Employees refusing to comply with the District's requirement for evaluation by the Substance Abuse Professional or to comply fully with the program of rehabilitation prescribed by the SAP shall be considered to have a "First Time" positive and will be subject to the provisions of the Master Contract.

## **ARTICLE XV ENHANCEMENT OF THE PROFESSION**

### **XV.1 PROFESSIONAL ASSISTANCE**

- A. The parties to this Agreement are committed to excellent educational opportunity for every student and to maximum opportunity for employee success. The parties agree that it is in the best interest of the District and the Association to assist employees who experience difficulty.
- B. The District and the Association shall name two (2) persons each to review the current assistance program and pertinent research or systems in place in other Districts and make such recommendations as desirable to meet the needs of the Escambia County School District.
- C. Intra-school and inter-school visitation and observation are recognized as techniques for improving teacher effectiveness. A teacher must have the approval of his/her principal or immediate supervisor and the permission of the principal of the school being visited in order to participate.

### **XV.2 STATEMENT OF BELIEFS**

It is the philosophy of the parties to this Agreement that the provision of educational services to the students of Escambia County is an honored and vital profession. The parties agree that mutual respect and confidence are necessary ingredients in any professional relationship. The parties are committed to

collaborative efforts designed to enhance the profession. The parties believe that a professional atmosphere of mutual respect, confidence and cooperation will stimulate creative projects and/or solutions to issues or problems.

### **XV.3 DISTRICT LEADERSHIP TEAM FOR SCHOOL IMPROVEMENT AND EDUCATIONAL ACCOUNTABILITY**

- A. This leadership team is created to provide a means by which the County may foster and facilitate the establishment and implementation of a new system of school improvement and educational accountability. The team shall report to the Superintendent for administrative purposes. The Leadership Team shall consist of members who are representative of teachers and other education employees, administrators, parents and other citizens. The District Leadership Team shall include EEA representation, appointed by EEA, equal to the number of District level and school based administrator members.
- B. The charge of the Leadership Team shall include:
  - 1. Advocating for quality public education for all citizens;
  - 2. Assisting and supporting the schools in the development of school improvement strategies;
  - 3. Assisting in the planning and delivery of appropriate training experiences;
  - 4. Serving as an advisory group in the District's Strategic Planning Process; and,
  - 5. Receiving and reviewing requests by School Advisory Councils for waiver(s) of Federal, State, or School Board rule(s), procedures and/or regulation(s) or from specific provision(s) of employee contract(s). The District Leadership Team shall make any appropriate recommendation for approval or disapproval of such requests through the Superintendent and the affected union (if any) to the School Board for action.
- C. Activities associated with service on the District Leadership Team shall be considered Temporary Duty assignments and shall not result in loss of leave for participants.

### **XV.4 SCHOOL ADVISORY COUNCILS/SCHOOL IMPROVEMENT/LEADERSHIP TEAMS**

- A. Consistent with the intent and provision of the Florida Educational Accountability Act of 1991, School Advisory Councils shall be composed of teachers, parents and other citizens who are representative of the ethnic, racial and economic community served by the school. Each council member shall be selected from a list of nominees submitted by the Principal to the School Board. A democratic process will be employed to identify nominees. At any work site where no representative of EEA is elected to be a member of the Advisory Council, an EEA member, selected by the EEA members on the faculty, shall serve as an ex-officio member of the Council to act as a resource person on contractual or other issues as they arise.
- B. The School Improvement/Leadership Team shall meet regularly to discuss issues of concern which shall include, but may not necessarily be limited to, development, review and implementation of the School Improvement Plan, curricular innovation, the school budget, non-teaching assignments, scheduling, extra duty and other issues related to working conditions at the school. The School Improvement/ Leadership Team is not intended to supplant duties of the School Advisory Committee, but are intended instead to augment and facilitate implementation of the School Improvement Plan.

## **XV.5 WAIVER PROCEDURE AND REQUIREMENTS**

1. Any school seeking a waiver must explore alternative solutions with District assistance prior to requesting a waiver.
2. The School Advisory Council may request waiver of the specific Federal, State or Local rule, regulation, procedure or requirement which inhibits their specific goal. Any decision to seek such a waiver should be the result of consensus among and by the staff and the School Advisory Council. The waiver request must contain a thorough explanation of the situation giving rise to the request, include a description of other alternatives considered and, bear documentation of the consensus process. Final action on any waiver request shall be made by the School Board.
3. Any waiver will apply only to the specific school making an appropriately documented and approved waiver request and shall not extend beyond the academic year in which it is approved.
4. If a waiver is requested from State or Federal rules, regulations or procedures and is approved, the District shall provide assistance to the school to achieve the waiver at the appropriate regulatory level.
5. If a waiver request is not approved, specific feedback (including rationale for denial) will be provided to the school seeking the change. District personnel will work with the school to seek an appropriate alternative.

**ARTICLE XVI**  
**APPENDICES**

- A. Instructional Salary Schedule
- B. Instructional Supplement Schedule
- C. Transfer and Promotion Request Form
- D. Leave Request Form
- E. Official Grievance Form
- F. Return to Work Agreement**
- G. Return to Work Agreement-Self Disclosure**

APPENDIX A

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY  
INSTRUCTIONAL SALARY SCHEDULE  
2003-2004 FISCAL YEAR

STEP	10 MONTHS	11 MONTHS	12 MONTHS
0	26,626	29,289	31,951
1	26,996	29,696	32,395
2	27,299	30,029	32,759
3	27,604	30,364	33,125
4	27,915	30,707	33,498
5	28,230	31,053	33,876
6	28,548	31,403	34,258
7	28,904	31,794	34,685
8	29,265	32,192	35,118
9	29,631	32,594	35,557
10	30,003	33,003	36,004
11	30,509	33,560	36,611
12	31,024	34,126	37,229
13	31,549	34,704	37,859
14	32,185	35,404	38,622
15	32,835	36,119	39,402
16	33,622	36,984	40,346
17	34,427	37,870	41,312
18	35,252	38,777	42,302
19	36,164	39,780	43,397
20	37,100	40,810	44,520
21	38,060	41,866	45,672
22	39,047	42,952	46,856
23	40,057	44,063	48,068
24	41,126	45,239	49,351
25	42,923	47,215	51,508
26	44,251	48,676	53,101
27	44,251	48,676	53,101
28	44,251	48,676	53,101
29	44,251	48,676	53,101
30	44,251	48,676	53,101
31	44,251	48,676	53,101
32	44,251	48,676	53,101
33	44,251	48,676	53,101
34	44,251	48,676	53,101
35	44,251	48,676	53,101

36	44,251	48,676	53,101
37	44,251	48,676	53,101
38	44,251	48,676	53,101
39	44,251	48,676	53,101
40	44,251	48,676	53,101
41	44,251	48,676	53,101
42	44,647	49,112	53,576

Additional Rank Pay:

Masters (In-Field)	2,500	2,750	3,000
Masters (Out-of-Field)	1,700	1,870	2,040
Specialist (In-Field)	3,100	3,410	3,720
Specialist (Out-of-Field)	2,600	2,860	3,120
Doctorate (In-Field)	3,600	3,960	4,320
Doctorate (Out-of-Field)	3,300	3,630	3,960

Note: Performance pay for Instructional personnel represents 5% of base pay plus rank pay.

**APPENDIX B**  
**THE SCHOOL DISTRICT OF ESCAMBIA COUNTY**  
**INSTRUCTIONAL SUPPLEMENTS**  
**SALARY SCHEDULE**  
**2003-2004 FISCAL YEAR**

SUPPLEMENT	PAY PERIOD		EXPERIENCE 0-5 YEARS		EXPERIENCE 6+ YEARS	
	BEGIN	END	INDEX	AMOUNT	INDEX	AMOUNT

<b>ATHLETIC ACTIVITY</b>
--------------------------

**HIGH SCHOOL:**

<b>Athletic Director</b>	JUL	JUN	0.1046	2,785	0.1163
<b>Head Coach</b>					
Baseball	JAN	MAY	0.1023	2,724	0.1046
Basketball	NOV	MAR	0.1116	2,971	0.1163
Cross Country	AUG	OCT	0.0535	1,424	0.0558
Diving	AUG	NOV	0.0535	1,424	0.0558
Football	JUL	JUN	0.1593	4,242	0.1674
Golf	AUG	OCT	0.0535	1,424	0.0558
Soccer	NOV	MAR	0.1023	2,724	0.1046
Softball	JAN	MAY	0.1023	2,724	0.1046
Swimming	AUG	OCT	0.0535	1,424	0.0558
Tennis	JAN	APR	0.0535	1,424	0.0558
Track	JAN	MAY	0.1023	2,724	0.1046
Volleyball	AUG	OCT	0.1023	2,724	0.1046
Weightlifting	JAN	JUN	0.0535	1,424	0.0558
Wrestling	NOV	FEB	0.0535	1,424	0.0558
<b>Assistant Coach</b>					
Baseball	JAN	MAY	0.0616	1,640	0.0628
Basketball	NOV	MAR	0.0779	2,074	0.0814
Football - Fall	AUG	NOV	0.0651	1,733	0.0675
Football - Spring	MAY	JUN	0.0407	1,084	0.0419
Soccer	NOV	MAR	0.0616	1,640	0.0628
Softball	JAN	MAY	0.0616	1,640	0.0628
Swimming	AUG	OCT	0.0454	1,209	0.0477
Track	JAN	MAY	0.0616	1,640	0.0628
Volleyball	AUG	OCT	0.0616	1,640	0.0628
<b>Cheerleader Sponsor</b>					
9th Grade	AUG	JUN	0.0454	1,209	0.0477
Junior Varsity	AUG	JUN	0.0454	1,209	0.0477
Varsity	AUG	JUN	0.0675	1,797	0.0698

**MIDDLE SCHOOL:**

<b>Head Coach</b>					
Basketball	AUG	NOV	0.0535	1,424	0.0558
Football	JUL	JUN	0.0535	1,424	0.0558
Swimming	DEC	FEB	0.0535	1,424	0.0558
Track	MAR	MAY	0.0535	1,424	0.0558
<b>Assistant Coach</b>					
Basketball	AUG	NOV	0.0454	1,209	0.0477
Swimming	DEC	FEB	0.0454	1,209	0.0477
Track	MAR	MAY	0.0454	1,209	0.0477
<b>Cheerleader Sponsor</b>	AUG	JUN	0.0395	1,052	0.0419

### MUSIC ACTIVITY

#### HIGH SCHOOL:

<b>Band</b>					
Director	JUL	JUN	0.1256	3,344	0.1302
Assistant Director	JUL	JUN	0.0895	2,383	0.0918
<b>Choral</b>					
Director	AUG	JUN	0.0895	2,383	0.0918
Assistant Director	AUG	JUN	0.0779	2,074	0.0802
<b>Strings Director</b>	AUG	JUN	0.1035	2,756	0.1070

#### MIDDLE SCHOOL:

<b>Band Director</b>	AUG	JUN	0.0779	2,074	0.0814
<b>Choral Director</b>	AUG	JUN	0.0535	1,424	0.0558
<b>Strings Director</b>	AUG	JUN	0.0535	1,424	0.0558

### CO-CURRICULAR

<b>Curriculum Coordinator</b>	AUG	JUN	0.0651	1,733	0.0674
<b>Administrative Dean</b>					
High School	AUG	JUN	0.0860	2,290	0.0883
Middle School	AUG	JUN	0.0860	2,290	0.0883
<b>Educational Specialist</b>	AUG	JUN	0.0768	2,045	0.0790
<b>Staffing Specialist</b>	JUL	JUN	0.0768	2,045	0.0790
<b>Teacher On Special Assignment</b>	JUL	JUN	0.0768	2,045	0.0790

<b>Visiting Teacher</b>	AUG	JUN	0.1023	2,724	0.1046
<b>County-Wide Librarian</b>	JUL	JUN	0.0768	2,045	0.0790
<b>Teacher-In-Charge</b>	AUG	JUN	0.0686	1,827	0.0709
<b>Academic Honor Society</b>	AUG	JUN	0.0337	897	0.0361
<b>Academic Sponsors</b>	AUG	JUN	0.0337	897	0.0361
<b>Student Government</b>	AUG	JUN	0.0337	897	0.0361
<b>Agriculture Teacher</b>					
Basic	JUL	JUN	0.0860	2,290	0.0883
Future Farmers of America	JUL	JUN	0.0604	1,608	0.0628
Learning Laboratory	JUL	JUN	0.0604	1,608	0.0628
<b>Yearbook/Newspaper Sponsor</b>					
High School	AUG	JUN	0.0523	1,393	0.0546
Middle School	AUG	JUN	0.0349	929	0.0372
<b>Theatre Arts</b>					
High School	AUG	JUN	0.0337	897	0.0361
<b>Forensics</b>					
High School	AUG	JUN	0.0337	897	0.0361
<b>Speech/Drama</b>					
Middle School	AUG	JUN	0.0314	836	0.0337

Note:

Faculty Leader supplements are determined by the number of instructional units at each cost center multiplied by \$100. Cost center dollar entitlement will be determined annually and will be based on instructional grids.

APPENDIX C

TRANSFER AND PROMOTION REQUEST FORM  
ESCAMBIA COUNTY SCHOOL DISTRICT  
HUMAN RESOURCES MANAGEMENT DEPARTMENT

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

PHONE NUMBERS: HOME: \_\_\_\_\_ WORK: \_\_\_\_\_

PRESENT SCHOOL/OR WORK LOCATION: \_\_\_\_\_

GRADE AND SUBJECT AREA, OR JOB CLASSIFICATION OF PRESENT POSITION:

\_\_\_\_\_

CERTIFICATION AREA: \_\_\_\_\_

This is a request for: \_\_\_\_\_ Transfer  
\_\_\_\_\_ Promotion

Resume attached: Yes \_\_\_\_\_ No \_\_\_\_\_

I REQUEST THE FOLLOWING TRANSFER OR PROMOTION TO THE  
FOLLOWING GRADE LEVEL, SUBJECT AREA OR JOB CLASSIFICATION AND  
SCHOOL/DEPARTMENT: \_\_\_\_\_

I understand that Master Contract Language governs the rules and procedures regarding  
voluntary and involuntary transfer and promotion.

\_\_\_\_\_  
Signature of Employee

-----  
TO BE COMPLETED BY RECEIVING PRINCIPAL OR NEW IMMEDIATE  
SUPERVISOR:

I accept this transfer or promotion effective \_\_\_\_\_  
(Effective Date)

\_\_\_\_\_  
(Receiving Principal)

NAME OF PERSON BEING REPLACED: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

\*\*\*\*\*

I have been informed that this request for transfer or promotion has been approved.

NAME OF PERSON REPLACING TRANSFEREE: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

\_\_\_\_\_  
(Present Principal)

\_\_\_\_\_  
(Superintendent)

**APPENDIX D**

**INSERT COPY OF LEAVE REQUEST FORM**





**APPENDIX G**

**RETURN TO WORK AGREEMENT  
SELF DISCLOSURE**

I \_\_\_\_\_, in consideration for my continued employment with the Escambia County School District, and consistent with the provisions of Article XIV.3 – Personal Health Issues, I hereby disclose that I have an alcohol or drug abuse problem that may interfere with my employment performance. I request that I be afforded the opportunity to participate in an appropriate drug or alcohol abuse program with a goal of remaining or returning to full employment upon my rehabilitation.

- ❖ I understand that successful completion of this program and remaining drug/alcohol free are requirements for my continued employment.
- ❖ I understand that I may be required at the District’s discretion to comply with an appropriate drug/alcohol screening as a function of my participation in this program.
- ❖ I am committed to remaining drug/alcohol free.
- ❖ I understand, acknowledge and agree that my failure to comply with the provisions of this Agreement, including failing to complete or early withdrawal without completion from the SAP prescribed program of rehabilitation and/or to remain drug/alcohol free shall constitute a first time positive offense and subjects me to the provisions of Article XI.3 – Discipline Involving Serious Offenses.
- ❖ I further understand, acknowledge and agree that, having been provided an opportunity to participate in SAP evaluation and rehabilitation program and provided appropriate due process procedures are followed, I waive my rights to challenge a subsequent termination action premised on a positive drug/alcohol test (indicating my failure to remain drug free) through the provisions of Article III – Resolution of Grievances and Problems other than one based on the accuracy of the drug screening test.
- ❖ By signing this document, I further acknowledge and agree that I have had the benefit of competent legal counsel and/or union representation or have specifically waived my right to such representation in writing; and that I do so voluntarily and without duress or coercion of any kind, and with full understanding of my rights and any waiver thereof.

\_\_\_\_\_  
Employee Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Administrator Signature

Date \_\_\_\_\_