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MASTER CONTRACT

BETWEEN

**THE SANTA ROSA
COUNTY SCHOOL BOARD**

AND

**SANTA ROSA
PROFESSIONAL
EDUCATORS**

August 11, 2004 to August 10, 2007

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PREAMBLE

This Agreement, effective August 11, 2004, by and between the School Board of Santa Rosa County, Florida, hereinafter called the "Board" and the Santa Rosa Professional Educators, an affiliate of the Florida Teaching Profession and the National Education Association, hereinafter called the "Association."

WHEREAS, the Santa Rosa County School Board and the Santa Rosa Professional Educators recognize their mutual obligations pursuant to the Collective Bargaining laws (Ch. 447) and the Public Employees Relations Commission rules and regulations, to bargain collectively with respect to hours, wages and terms and conditions of employment.

WHEREAS, both parties have entered into and conducted extended and good faith negotiations where each party has had the right and opportunity to make proposals and counter proposals with regard to bargainable subjects.

WHEREAS, the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I: RECOGNITION

(Case number 8H-RA-754-1022, certificate number 9, issued by Florida Public Employees Relations Commission on March 7, 1975 in Ft. Lauderdale, Florida, and entered the 17th day of March, 1975, in Tallahassee, Florida).

- A. The Santa Rosa County School Board recognizes the Santa Rosa Professional Educators as the sole and exclusive bargaining representative of all certificated employees of the school district, excluding all superintendents, assistant superintendents, directors, assistant directors, supervisors, principals, and assistant principals.
- B. The term "teacher" when used hereinafter in this Agreement shall refer to certificated employees of the Santa Rosa County School District, excluding all superintendents, assistant superintendents, directors, assistant directors, supervisors, principals, and assistant principals.
- C. Any new position of employment created during the life of this Agreement will be added to the unit providing it is similar to any position of employment heretofore recognized.

ARTICLE II: ASSOCIATION AND TEACHER RIGHTS

- A. The Board hereby agrees that every certificated teacher employed by the Board shall have the right to organize, join, and support the Association for the purpose of engaging in negotiations and mutual aid and protection or to refrain from joining or supporting the Association. As a duly elected body exercising governmental power under color of law of the State of Florida, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of

any rights conferred by this Agreement, laws of Florida, or the Constitution of Florida and the United States; that it will not discriminate against any teacher with respect to the terms and conditions of this Agreement and his/her participation in any lawful activity of the Association as provided for in this Agreement.

- B. Nothing contained herein shall be construed to deny to any teacher rights he/she may have under the Florida School Laws or other applicable laws and regulations.
- C. The Association, a private organization, shall have the same right to use the school buildings as any other community organization.
- D. The Association, a private organization, shall have the same right to use the school facilities as any other community organization.
- E. The Association shall have the right to post notices of activities and matters of the Association on the appropriate and specifically assigned bulletin board. Where a bulletin board is not already provided, the Association will provide one at its expense. The school principal shall determine location of the bulletin board in each school. The Association may have the right to use the teacher school mailboxes for the purpose of distributing Association material relating to Association business to teachers.
- F. Duly authorized representatives of the Association may be permitted to transact official Association business on school property provided that this shall not interfere with or disrupt school operations and has received the permission of the school principal.
- G. The Board agrees to furnish at actual cost of reproduction (including material and labor) to the Association those items, used in routine operation, which are considered, according to law, public records.
- H. The provisions of this Agreement shall be applied without regard to race, creed, religion, national origin, disability, sex or marital status.
- I. The Board, upon proper request, shall place the Association on the School Board agenda.
- J. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association. Such authorization shall continue in effect for the duration of this Agreement unless revoked in writing giving thirty (30) days written notice to the School Board and a copy to the Association. Pursuant to such authorization, the Board shall deduct such sum as authorized in twelve equal monthly payments from the teacher's regular salary check beginning with the salary check received by the teacher in the month following the date of authorization. The amount deducted shall be the same for each teacher each month. The deductions shall be remitted not less frequently than monthly to the Association.
- K. The Board shall deduct from the salary of any teacher and make appropriate remittance, upon written authorization from the teacher, for any plans or programs approved by the Board.
- L. After the building faculty meeting has been concluded, the Association faculty representative shall be given an opportunity to present brief reports and announcements pertaining to Association business.
- M. A teacher shall have the right for Association representation at any meeting that the teacher feels might lead to disciplinary action.

- N. The Association shall be provided one payroll deduction slot in order to allow their members access to Association sponsored benefit programs. These programs cannot compete with any group rated benefit sponsored by the Board.
- O. The president of the Association will be allowed to select one-half of the members of the county calendar committee. The length of term of each selected teacher member shall be at the discretion of the current Association President.

ARTICLE III: BOARD RIGHTS

- A. The Board on its own behalf and on behalf of the electors of Santa Rosa County School District, hereby, retains and reserves unto itself, except as specifically stated by this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and the laws and the Constitution of the State of Florida and/or the United States. Such rights and duties shall include, by way of illustration and not by way of limitation, the right to:
 - 1. Manage and control its business, its equipment, its facilities, and its operations and to direct all employees and all affairs of the local school district.
 - 2. Continue its right to adopt policies, and practice of assignment and direction of its personnel, the right to hire, evaluate, promote, suspend, discharge, transfer, lay off, and assign work or duties to employees.
 - 3. Establish hiring procedures and, subject to the provision of the law, determine the qualifications of employees, including health and conditions.
 - 4. Establish courses of instruction and in-service training programs for employees and to require attendance at any or all workshops and/or conferences by employees during the normal workday.
 - 5. Determine the financial policies and all matters pertaining to public relations.
 - 6. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization.
 - 7. Take necessary steps to be in compliance with the Americans With Disabilities Act of 1990.
 - 8. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not the Board has exercised such rights in the past.
- B. The Association recognizes that the Board is legally responsible for the operation of the entire school system within the geographic boundaries of the Santa Rosa County School District, and that the Board has the necessary authority to discharge all of its responsibilities.
- C. In meeting such responsibilities, the Board, as the legislative and policy making body, acts through the School Superintendent and his/her administrative staff. The Board, Superintendent, and administrative staff shall be free to exercise all of their managerial rights and authority to the extent permitted by law, State Board of Education Regulations, School Board Policies and this collective bargaining Agreement.

ARTICLE IV: GRIEVANCE PROCEDURE

- A. Purpose The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may, from time to time, arise affecting the welfare or working conditions of teachers. Both parties agree that proceedings shall be kept as informal and confidential as may be appropriate.

- B. **Definition** Grievance procedures - The grievance procedure is to be used for the settlement of disputes between employer and employee, or group of employees, involving the interpretation or application of the collective bargaining Agreement. No grievance shall be adjusted without prior notification to the Association providing opportunity for an Association representative to be present when requested by the teacher.
1. A grievant is the teacher or group of teachers making the claim.
 2. A Party in interest is the teacher or teachers making the claim and any person who might be required to take action in or against whom action might be taken in order to resolve the claim.
 3. Days shall mean working days.
- C. **Procedure** A grievance may be filed by a grievant or grievants whenever the grievance applies to more than one building and a group of teachers with a common complaint have requested such action.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered as maximum and every effort will be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. A grievance may be initiated at step two by a teacher or group of teachers if the authority for correcting the grievance only rests with the Superintendent, his/her designee, or the School Board. The Association shall have the right to be represented at all grievance hearings subsequent to informal step.

Informal: In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the immediate supervisor with the objective of resolving the matter informally. The informal discussion preceding a grievance is an opportunity for the employee and employer to discuss concerns and try to resolve problems. The employee reserves the right to meet with or without representation at this discussion. However, should the administration choose to not meet with the employee with representation at the informal step, then the employee may choose to bypass the informal step and meet at Step 1 with representation.

Step One: If the grievant has been unable to resolve his/her grievance informally, the grievant(s) shall invoke formal grievance by filing the prescribed form (Appendix B) with his/her immediate supervisor within fifteen (15) working days after the event or events on which the grievance is based are known by the grievant. The Association shall be provided with a copy of any grievances filed. The grievance form shall name the teacher or teachers involved, state the facts giving rise to the grievance, identify all the provisions of this agreement alleged to have been violated, state the contention of teacher or teachers with respect to these provisions, indicate the relief requested, and shall be signed by the teacher or teachers involved.

The immediate supervisor shall give the teacher or teachers an answer in writing not later than six (6) days after receipt of the written grievance.

Step Two: If the grievance is not resolved in STEP ONE, the teacher must, within six (6) days after receipt of the immediate supervisor's answer, submit to the Superintendent or his/her designee his/her appeal of the immediate supervisor's disposition. The Superintendent or his/her designee and the grievant or grievants shall meet within a reasonable time, not to exceed ten (10) days, in an attempt to resolve the matter.

The superintendent or his/her designee shall respond in writing to the grievance within six (6) days of the meeting.

Step Three: If the grievant is not satisfied with the disposition proposed by the Superintendent or

his/her designee, the grievant shall have six (6) days within which to appeal the grievance to the Board. Scheduling of a hearing before the Board will be in compliance with applicable Board policies.

Step Four: If the grievance remains unresolved at the conclusion of Step Three, it may be submitted for arbitration at the request of the Association, provided written notice of the request for submission to arbitration is delivered to the Superintendent or his/her designee within six (6) days after the Board's hearing. Within five (5) days after the date of the written request for arbitration, a committee of the Board or its designated representative and the Association, shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon a mutually acceptable arbitrator within the time period set forth herein, the party seeking arbitration shall file a request with the American Arbitration Association. The arbitrator shall be selected and the arbitration conducted in accordance with the rules and procedures of the American Arbitration Association (AAA).

- D. The arbitrator shall then meet with the two parties for the purpose of making a decision relative to the grievance. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of this Agreement. The Association and Board shall share equally all expenses and fees of the arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed in Step One, Step Two, and Step Three to the other party. Both parties agree that the award of the arbitrator shall be final and binding.
- E. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term. Whenever illness or other incapacity of the grievant prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the grievant can be present. When such grievance meetings and conferences are held during school hours all employees whose presence is required shall be excused, with pay, for that purpose.
- F. Whenever illness or other incapacity of the management representative involved prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the management representative involved can be present.
- G. Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this Agreement.
- H. All teachers will be entitled to their rights under the law. A teacher who participates or intends to participate in any grievance as described herein shall not be subjected to discipline, reprimand, warning or reprisal because of such participation or intention. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant.
- I. Notwithstanding the expiration of the Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- J. The failure of the grievant to proceed from one step of the grievance procedure to the next step within the time limits as set forth herein, shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance, unless mutually agreed otherwise.

- K. The failure of an administrator to communicate his/her decision to the grievant or grievants within the specified time limit shall permit the grievant or grievants to proceed to the next step in the grievance procedure.
- L. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
- M. Any alleged grievance occurring during the period between the termination date of the Master Agreement and the effective date of a new Agreement shall not be subject to the grievance procedure. Any grievance which arises prior to the effective date of this Agreement shall not be processed.
- N. In the event the alleged grievance involves an administrative order, or requirement, the grievant shall fulfill or carry out such order or requirements, pending the final decision of the grievance.

Powers of the Arbitrator: It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after the hearing, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

- 1. He shall have no power to rule on any of the following:
 - a. Failure to re-employ any probationary teacher or teachers.
 - b. Any matter involving the procedure for teacher evaluation.
 - c. The placing of a probationary teacher or teachers on additional probation, in accordance with Florida Statutes 231.351.
- 2. He shall have no power to change any practice, policy, or rule of this contract; it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
- 3. All claims for back wages shall be limited to the amount of wages that teacher or teachers would otherwise have earned, less any compensation that he/she may have received from any source during the period of the back pay.

ARTICLE V: TEACHING CONDITIONS

- A. The Board and the Association recognize that the primary responsibility of a teacher is to teach and carry his/her fair share of the total school responsibilities. Therefore, the Board agrees that sufficient teacher aides may be permitted to assist teachers in non-teaching responsibilities, which can, without disrupting the operation of the school, be delegated to auxiliary personnel. The above is under the supervision and direction of the school principal.
- B. The Board will strive, limited to funds available, to provide the necessary materials, buildings, and equipment based on program needs.
- C. All teachers shall be entitled to a duty free lunch period of approximately thirty (30) minutes, which shall be considered as part of the school day. Principals may require elementary teachers to accompany their students at lunch up to ten (10) days per school year.
 - 1. In schools where teachers desire a sixty (60) minute lunch period during planning days, this may be allowed provided all the following conditions are met:
 - a. Only thirty (30) minutes of these sixty (60) minutes shall be considered as part of the teacher's workday.

- b. The thirty (30) minutes lost at lunch shall be made up by the teacher each day immediately preceding or succeeding the regular workday as determined by the principal.
- D. Telephone facilities shall be made available to teachers for school business. If the teachers feel a need for additional facilities, then a telephone pay station may be requested from the telephone company.
- E. The Board will continue, as construction funds are made available, to work toward including desirable facilities for teachers at each school site.
- F. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety or well being, according to applicable state regulations and (or) laws.
- G. The teacher's regular classroom may be used for conferences with parents and students. If a teacher does not have a classroom available, the principal shall provide the teacher a place for a conference, as soon as a place is available.
- H. All elementary teachers, including special subject teachers, shall have a short relief period in both the morning and afternoon each day in schools where this problem exists and as scheduled by the principals.
- I. Faculty meetings in each school may be scheduled as necessary by the principal at his/her discretion. Such meetings shall be as brief and well planned as possible and should not exceed one hour in length. The Association president, his/her designee and/or Association building representative shall be given an opportunity at the conclusion of each building faculty meeting to present brief reports and announcements. At meetings pertaining to matters not germane to education, such as commercial salesmen, etc., attendance shall be voluntary.
- J. Every effort will be made to provide well-functioning heating and air conditioning to maintain comfortable conditions in every classroom.
- K. All funds collected in the name of the school become public funds and are subject to laws and regulations governing same. The principal who is held responsible for the internal accounts at the school is encouraged to involve teachers, parents, students, or others who assisted in raising the funds to help him determine how the funds will be expended.
- L. Special area teachers shall be used as substitute teachers only in cases of emergencies.
- M. Teacher aides shall be used as substitute teachers only in cases of emergencies.
- N. The Board shall, depending on funds available, continue to provide a professional reference library at the district media center.
- O. It is recognized that teachers must meet the individual learning needs of all students. Therefore, the Board agrees to provide multi-level and/or multi-text materials, as budget consideration dictates.
- P. Each school may spend up to 25 percent of its net allocation for "non-adopted" instructional materials. However, it is required that all "basic" textbook needs are provided for before any of the instructional materials/textbooks allocation is spent otherwise. This "non-adopted" material must be evaluated and approved for use before purchase can be made. This is also true of state adopted materials that have not been approved previously for use in the district. The evaluation form (provided by the district office)

must bear the signature of the principal or his/her designee, the curriculum coordinator, when provided, and the head of the department or grade chairman. Preferably this process shall involve the administration, curriculum coordinator, and all teachers in a grade level or subject matter area.

- Q. The Board shall continue to provide in each school, depending on funds available, a computer and copying facilities for teachers to use in the preparation of instructional materials.
- R. Teachers shall be called upon to participate in planning in such areas as: (1) teaching techniques; (2) courses of study; (3) textbook selection; and (4) other educational matters.
- S. Teachers at senior high and middle schools shall not be required to have more than five (5) instructional periods per day. They shall have one (1) planning period. One (1) period may be designated a duty period.
- T. Each normal school week pre-school through elementary grade teachers shall be scheduled planning time within the school day equivalent to fifty (50) minutes per day. This time should be duty free if at all possible.
- U. Substitute teachers should be hired to fulfill the duties of all absent teachers and teachers on temporary duty including art, music, physical education, adaptive physical education, and other special area teachers. The principal or administrative designee will make a good faith effort to provide substitute instructors for such teachers. When substitutes cannot be provided for itinerant teachers, the principal or his/her designee, should provide release time for the effected classroom teacher during the itinerant teacher's assigned period.
- V. When a student requires medical services at a school site, those services may be assigned to a teacher, provided that the teacher receives additional specialized training prior to the students' assignment.
- W. A district inclusion policies and best practices manual shall be developed and revised as necessary to keep it current with district expectations.
- X. Teachers shall be trained in the use of the Substitute Employee Management System (SEMS). Once the training has occurred teachers will be responsible for reporting all absences and obtaining substitutes by utilizing the SEMS. Teachers may arrange for their own substitutes if the absence is known in advance as long as the information is properly reported to the SEMS.
- Y. The Board recognizes the importance of using designated planning days for teacher planning time and will make every effort to minimize scheduling other activities on these days.

ARTICLE VI: INSTRUCTIONAL AND PROFESSIONAL DEVELOPMENT

- A. All teachers are expected and required to take part in planned self-improvement activities, as determined by teachers with the approval of the administrative staff, the Superintendent and/or the School Board. Such activities shall be primarily for the purposes of correcting deficiencies in teacher certification, extension of certificates, additional coverage, and general improvement of the total school program.
- B. The Teacher Education Center is responsible for providing in-service training as directed by a TEC Council composed of a majority of classroom teachers. The classroom teacher members of the Council

shall be elected by instructional personnel, recommended by the Superintendent and approved by the Board. The Inservice Committee shall carry out the election procedures established by the TEC Council.

ARTICLE VII: TEACHING HOURS

- A. The school workday shall be seven and one-half (7-1/2) hours. Daily schedules shall be worked out at each local school with the approval of the Superintendent.
- B. At the beginning of each semester at least one (1) day shall be provided in the calendar for the purpose of teacher planning and evaluation.
- C. Attendance at Meetings:
 - 1. Teachers may leave school early to attend professional meetings called by the Superintendent or with his/her approval.
 - 2. On those days that the teacher returns to school after school hours to attend PTA meetings or other school-sponsored functions, the principal shall grant this teacher the right to leave school as soon as the pupils have gone and duties have been completed. The abuse of this privilege by a teacher will forfeit his/her right to it.
- D. Teachers may be called upon to perform extra duties beyond the 7-1/2 hour day, but no more than the past two (2) school years.
- E. The school year for teachers shall be 196 days including six paid holidays.

ARTICLE VIII: CLASS SIZE - CLASS LOAD

Within the budgetary and financial limitations of the school district, the Board shall continue its effort toward meeting Southern Association of Colleges and Schools accreditation standards in regard to class size. If an individual teacher's class load exceeds the Southern Association's accreditation standards by more than 10 percent the teacher may appeal to the administration for relief of this situation; and if a teacher's class load is 10 percent less than the Southern Association's standards, he/she shall cooperate with the administration in correcting inequalities in class size.

ARTICLE IX: TEACHER'S AUTHORITY AND PROTECTION

- A. The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline.
- B. Teachers shall administer student discipline in accordance with State laws, State Board of Education Regulations, School Board Policies, and individual school policies.
- C. Teachers and other school authorities shall endeavor to achieve correction of student misbehavior. If misbehavior is of such serious nature that a parent-teacher conference is warranted, the teacher must first discuss the problem with the school principal in order that he/she may be fully informed.
- D. Any battery upon a teacher during the teacher's performance of school duties should be promptly reported to the principal or the designated representative and to law enforcement. Zero tolerance of

violence against all teachers should be strictly enforced. If desired by the teacher, the Board should provide legal counsel to advise the teacher of his/her rights and obligations with respect to such battery and should assist the teacher in the handling of the incident with law enforcement and judicial authorities.

- E. Time lost by a teacher in connection with any incident in this article shall be handled as follows:
 - 1. Time for appearance before a judicial body or legal authority shall result in no loss of wages or reduction in accumulated leave.
 - 2. In case of temporary disability, the teacher's wages shall continue in full without reduction in accumulated leave, a maximum of ten (10) days or until workmen's compensation payments begin.
- F. No action against a teacher shall be taken by the administrative staff or School Board on the basis of a complaint by a parent or student, or other individual, nor any reference thereto shall be included in the teacher's personnel file, unless the matter is first reported to the teacher and he/she is furnished with a written copy of any such reference.
- G. Discharge or demotion at any time for personnel on a continuing or professional services contract shall be for just cause and the same shall apply for personnel on annual contractual status up to the legally established time for re-employment.
- H. At one of the faculty meetings during the preplanning period, the principal or his/her designee may review the law, Board Policies, and individual school policies in regard to corporal punishment.
- I. There shall be three (3) members on each school site placement review committee and two alternates. Two (2) members and one (1) alternate shall be selected the first week of preplanning by the school faculty using open nominations and a secret ballot. The SRPE building representative will oversee the election and the counting of ballots. The administrator shall appoint the other member and one (1) alternate after the faculty has completed the election process. Alternates are to serve the category to which they were elected. A member shall not serve when the case to be reviewed involves a student that the member has removed from class.
- J. Disclaimer: A teacher's e-mail and Internet access privileges are always open to public review. Anytime a teacher's e-mail or Internet cache is judged to be questionable by the teacher's immediate supervisor, (or administrative designee), the teacher shall be notified prior to the review of computer information. During the review process all attempts will be made to minimize embarrassment to the teacher.

ARTICLE X: PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. The Board will comply with the Florida Statutes in regard to the hiring of teachers.
- B. No person shall be employed or continue to be employed in an instructional capacity as a regular teacher who does not hold or who is not eligible to hold a valid Florida certificate except as provided in Florida Statutes, Chapters 236.0711 and 231.15.
- C. Tentative assignments of schedules and/or grades will be made by preplanning, or sooner if possible. If a change in assignment of a teacher is necessary, the teacher will be informed as soon as this determination is made.

- D. The teacher shall be responsible for keeping a valid teaching certificate.
- E. An ESOL qualifying student will be placed within an ESOL certified classroom when an ESOL certified classroom is in the same designated grade level/subject area and there is availability.
- F. After August 12, 2003, if a teacher who is not certified or endorsed in ESOL completes 300 inservice hours or 15 college semester hours for ESOL certification or endorsement he/she shall receive a one-time stipend of \$900.00
- G. After August 12, 2003, if a middle or high school teacher who is not certified or endorsed in reading completes the reading certification or endorsement he/she shall receive a one-time stipend of \$900.00.

ARTICLE XI: GENERAL EMPLOYMENT PRACTICES

- A. Marital status, race, creed, religion, sex, disability, or national origin shall not be made a condition of employment.

ARTICLE XII: TRANSFERS AND REASSIGNMENTS

TRANSFER: The movement of an employee from one work site to another work site.

- A. The Board recognizes that the placement of a teacher at a work site shall be the responsibility of the Board upon recommendation of the Superintendent.
- B. Voluntary Transfers
 1. Employees desiring a transfer from one job site to another shall submit a Transfer Request Form to the administrator at the location(s) to which they wish to transfer. Employees who desire a transfer shall discuss transfer with their present administrator before filing an application. Transfer forms shall be valid through September 30 of the school year. Example--Valid October 1, 1994 through September 30, 1995. Anyone who has not received a transfer by that date will have to file new application(s).
 2. During the ten (10) working days immediately after the close of school an administrator may fill a vacancy from his/her school's pool of transfer applicants before the position is advertised to the public.
 3. After the ten (10) working day period immediately following the close of school and until the close of the next school year, an administrator may fill a vacancy from their transfer applicants or an outside applicant.
 4. When a vacancy occurs, an administrator shall interview all employees who are on their transfer list for that vacancy unless an employee was previously interviewed for a similar position within the last twelve (12) months. In that case the administrator may re-interview the applicant but is not required to do so.
 5. After the ten (10) working day period immediately following the close of school and until the close of the next school year, the transfer must be agreed to by both administrators--the one losing the

employee as well as the one receiving the employee.

C. Involuntary transfers

1. In cases where the situation calling for the transfer of an employee cannot be resolved with a voluntary transfer, the Board may make an involuntary transfer based upon the following criteria:
 - a. certification.
 - b. length of continuous service in Santa Rosa County.
 - c. specialized experience.
 - d. evaluations.
2. If the above criteria is not used in making a transfer or a unilateral transfer is made, written justification for the involuntary transfer will be furnished the employee within 30 calendar days of administrative action on the transfer and will become a matter of record.

REASSIGNMENT: The change in an employee's regular assigned duties or a major change in responsibilities. The work location of the employee does not change.

D. Voluntary reassignments.

1. Employees desiring a reassignment shall submit a Reassignment Form.
2. Administrators shall discuss reassignment with all employees who have submitted requests.
3. Administrators shall consider all reassignment applicants before filling a position from transfer applicants or outside applicants.

E. Involuntary reassignments.

1. In cases where the situation calling for the reassignment of an employee cannot be resolved with a voluntary reassignment, the administrator may make a reassignment considering the following criteria:
 - a. certification.
 - b. length of continuous service within the school.
 - c. specialized experience.
 - d. evaluations.
2. If the above criteria is not used in making a reassignment or a unilateral reassignment is made, written justification will be furnished the employee within 30 calendar days of administrative action on the reassignment and will become a matter of record.

- F. If a program is being moved from one site to another, then the employee will move with the program. However, the employee may request reassignment or transfer. The request will be considered.

ARTICLE XIII: VACANCIES

- A. Within three (3) working days after being notified by a principal/administrator that a vacancy exists, the Superintendent or a designee shall provide a written listing of such vacancy. The listing shall include the job title, required certification, job site, and contact person and shall be sent to the following: (1) each work site to be posted by the principal or their designee in a designated area and (2) SRPE office. . An electronic copy of the listing shall satisfy these requirements. Vacancies will also be placed on the

job line and posted on the School Board web site.

Instructional vacancies which occur at the end of the school year will be opened first as transfers for current employees for a period of ten (10) working days immediately following the close of school. Following said ten (10) working days until the close of the next school year vacancies will be open to anyone.

Vacancies shall be posted for a minimum of five (5) working days except for those occurring from three weeks prior to pre-planning until the last day for students. These shall be posted for a minimum of three (3) working days

- B. When filling vacancies, an administrator shall consider:
 - 1. 1st - Reassignment requests.
 - 2. 2nd - Transfer requests.
 - 3. 3rd - Other applicants.
- C. The applicant may secure the application form from the principal's office or from the personnel office. If the application is on file, it can be updated.
- D. Teachers desiring to be informed of vacancies occurring during the summer months shall assume the responsibility of keeping themselves informed of such vacancies either through the schools, personnel office, or the Association.
- E. Job descriptions shall be made available to interested applicants.

ARTICLE XIV: TEACHER EVALUATION

- A. There shall be a written annual evaluation of each member of the instructional staff. The principal or person directly responsible for the supervision of the individual shall make the assessment in accordance to *The Santa Rosa District Teacher Assessment System*. The written report of assessment shall be shown to the teacher and discussed with the teacher by the person responsible for making the assessment report. The filing of teacher assessments shall be carried out in accordance with state statutes. All observations of teachers for purposes of evaluation shall be conducted openly and with full knowledge of the teacher.
- B. A copy of *The Santa Rosa District Teacher Assessment System*, and an orientation to the evaluation process will be given to teachers during pre-planning. The evaluation shall be used for the purpose of improving the quality of instruction.
- C. The assessment system shall offer opportunities for noting deficiencies, suggestions for improvement, assistance available for correcting deficiencies, the period of time within which improvements must be made, and the probable consequences if improvements are not made.
- D. A copy of the final signed evaluation shall be given to the teacher within ten (10) working days of the final evaluation conference as specified in *The Santa Rosa District Teacher Assessment System*.

ARTICLE XV: ACADEMIC FREEDOM

- A. Teachers shall have academic freedom. Academic freedom shall mean that teachers are free to present instructional materials which are pertinent to the subject and level taught, within the outlines of appropriate course content and within the planned instructional program, as determined by normal administrative procedures, and shall present all facts of controversial issues in a scholarly and objective manner within the limits of appropriate pedagogical discretion and propriety. Teachers shall be entitled to freedom of discussion within the classroom on all matters, which are relevant to the subject matter under study, and within their area of professional competence and assignment. Notification will be made to the principal and Superintendent whenever a teacher intends to inject into course coverage material which might be reasonably anticipated to be controversial according to community standards as represented by the School Board.
- B. It is recognized as the responsibility of teachers to inspire meaningful awareness of and respect for the Constitutions of the State of Florida and of the United States and to transmit democratic values to their students.

ARTICLE XVI: REDUCTION IN PERSONNEL

- A. In the event the Board or the Superintendent determines that a reduction in personnel is necessary, written notice will be given to the Association before implementing such reduction.
- B. In the event of emergency conditions as determined by the Superintendent and School Board and reduction of personnel is necessary, such reduction in certificated personnel shall be based on objective, reasonable and nondiscriminatory criteria. The Superintendent and School Board shall make lay-off based on the following criteria:
 - 1. Certification.
 - 2. Length of continuous service in Santa Rosa County.
 - 3. Needs of the district.
- C. In the event of a lay-off district wide, a list of teachers, with service dates and areas of certification shall be prepared by the Superintendent and the Board and presented to the Association after notifying the teacher and prior to the lay-off. Teachers shall be recalled in inverse order of lay-off according to areas of certification.
- D. No new teachers shall be hired in a laid-off teacher's area of certification until all certified teachers from that area of certification have been recalled or have declined or failed to accept recall.
- E. Laid-off teachers will be granted leave in accordance with Board policies.

ARTICLE XVII: LEAVE OF ABSENCE

- A. Sick Leave
 - 1. Sickness or Death - Any teacher employed of a full-time basis shall be entitled to four days of sick leave as of the first day of employment of each contract year, and shall thereafter earn one day of sick leave for each month of employment, which shall be credited to the teacher at the end of that month, and which shall not be used prior to the time that it is earned and credited to the teacher, provided, that the teacher shall be entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment. Such leave shall be taken only

when the teacher is unable to perform duty because of personal illness or illness or death of father, mother, brother, sister, husband, wife, child, or other close relative or member of his/her own household. The teacher shall notify his/her immediate supervisor as early as possible. There shall be no limit on the number of days of sick leave a teacher may accrue, provided that at least one-half of this cumulative leave must be established within the district granting such leave. Any sick leave applied for that qualifies for leave under the Family and Medical Leave Section of this agreement shall be used in conjunction with the rules of that section of this Agreement.

2. Personal Leave - Six days of personal leave will be allowed to a teacher each year; provided that such days shall be charged to accrued sick leave, provided further, that personal leave days shall be non-cumulative. A teacher planning to use personal leave day or days shall notify his/her principal at least one day in advance, except in an emergency, which can be substantiated by request. No more than 15 percent of a school faculty shall be granted personal leave on any given day. Request will be granted on a first come, first serve basis.
3. Terminal Pay Benefits - A member of the instructional staff will be paid terminal pay for accumulated sick leave at retirement, participation in DROP, or to his/her beneficiary if service is terminated by death. Payment will be in month following effective retirement date unless (e) is selected or (f) is applicable.
 - a. Any person entitled to terminal pay benefits shall have been under contract to render services for the period immediately preceding retirement or death and shall not be under suspension from duty except for reasons pertaining to health, or have any charges pending which could result in dismissal from employment.
 - b. Retirement as used in this section shall be defined as (1) the filing with the Board resignation forms that have been signed and notarized and (2) the filing of the proper paperwork with the Division of Retirement with an effective retirement date within six (6) months of separation date from school board.
 - (1) Normal retirement age or date is the time the employee is first eligible to receive a retirement benefit without a reduction of benefit because of employee age.
 - (a) Under the Florida Retirement System, this is where the employee has at least 10 years of creditable service and age 62 or the employee has at least 30 years of creditable service, regardless of age. (This can include credit for military service.)
 - (b) Under the Teacher Retirement System - Plan E, this is where the employee has reached age 62 with 10 years of service if membership was on or after July 1, 1963 or age 60 with 10 years of service if membership was prior to July 1, 1963, or 30 years of creditable service, regardless of age.
 - (2) Early Retirement
 - (a) Early retirement under Florida Retirement Service is when the employee has at least 10 years of creditable service but has not reached normal retirement age or date (age 62 or 30 years of service).
 - (b) Early retirement under Teacher Retirement, Plan E, is when the employee has completed 10 years of service and has attained age 55.
 - c. Daily rate of pay shall be calculated by taking the regular contract salary of the individual and dividing by the days in the contract period. Supplemental pay or pay for part-time additional jobs shall not be used in calculating daily rate of pay.
 - d. Terminal pay shall not exceed an amount determined as follows:
 - (1) During the first three (3) years of service the daily rate of pay multiplied by thirty-five (35) percent times the number of days of accumulated sick leave.
 - (2) During the next three (3) years of service the daily rate of pay multiplied by forty (40) percent times the number of days of accumulated sick leave.

- (3) During the next three (3) years of service the daily rate of pay multiplied by forty-five (45) percent times the number of days of accumulated sick leave.
 - (4) During the next three (3) years of service the daily rate of pay multiplied by fifty (50) percent times the number of days of accumulated sick leave.
 - (5) During and after the thirteenth (13) years of service the daily rate of pay multiplied by one hundred (100) percent times the number of days of accumulated sick leave. However, the number of days may not exceed the number of working days for the employee's paytype for a school year, or the number of sick leave days the employee has accumulated as of June 30, 1996, whichever is larger.
- e. If an employee is not participating in **DROP** and has at least fifty (50) days of accumulated sick leave, payment for sick leave days may be made in two calendar year installments after resignation, but prior to official retirement date, if resignation has been signed and notarized by October 31 of a calendar year and the effective retirement date is no later than December 1 of the next calendar year. Payments will be made in December and the month of effective retirement date. Initial payment will be one-half (1/2) of accumulated sick leave days payable at the percentage stated above. These days (one-half of the accumulated sick leave days) shall then be charged to the employee's record as having been used. The final payment shall be calculated based on the number of accumulated sick leave days at date of retirement and at the appropriate percentage as stated in 1-5 above. An employee who selects to use the above method of receiving their terminal pay will not be eligible to use the sick leave bank until (1) all of their sick leave and annual leave has been depleted and (2) the employee has been on leave without pay for the number of days equal to the number of sick leave days for which they have been paid according to this policy. In the event the employee rescinds the resignation and the School Board approves the request, the employee may buy back any or all of the days of sick leave paid for under the above sections. The buy back rate shall be the same as the rate paid to the employee.
- f. If an employee is participating in **DROP** and has at least fifty (50) days of accumulated sick leave, payment shall be distributed according to the following table.

Months in DROP	Number of Payments	Portion for each payment
01 - 12	1	balance
13 - 24	2	1/2, and balance
25 - 36	3	1/3, 1/2, and balance
37 - 48	4	1/4, 1/3, 1/2, and balance
49 - 60	5	1/5, 1/4, 1/3, 1/2, and balance

Payments shall be as follows:

The first and all succeeding payments, other than the final payment, shall be in June, starting in the year the employee enters DROP. The final payment shall be in the month following the last date worked. (Example, last day worked = June 30, final payment = July.) If an employee enters and exits DROP and will not be employed in June of that year, then the remaining balance shall be paid in the month following last date worked. At no time when a payment is to be made, other than the final one, shall the number of remaining days of sick leave be allowed to be less than fifty (50). If that would be the case then either a partial payment or NO payment shall be made.

An employee in DROP will not be eligible to use the sick leave bank until (1) all of their sick leave and annual leave has been depleted and (2) the employee has been on leave without pay for the number of days equal to the number of sick leave days for which they have been paid while in DROP.

- g. Payment for unused sick leave and annual leave shall be processed through the "FICA Alternative Plan for the Santa Rosa County School Board - Plan 001" ("Plan"). The Plan is in accordance with the provisions of the Bencor National Government Employees Retirement Plan as approved by the Santa Rosa County School Board on May 13, 1999. It is understood that should an employee request their funds from the Plan upon separation from the School Board, the company will facilitate getting the employee their money within two weeks of the request or of receiving the money from the School District whichever comes last. No employee shall lose funds as a result of the Plan by withdrawing their money within 30 days after terminating employment with the School Board and the money has been submitted to the Plan.
4. A Santa Rosa County School District employee may donate accrued sick leave to a spouse, child, parent, or sibling, who is also an employee of Santa Rosa County School District. The recipient may not receive or use the donated sick leave until all of his/her sick leave has been depleted, excluding sick leave from the Sick Leave Bank. Anyone who donates accrued sick leave will not be eligible to use the sick leave bank until (1) all of their sick leave has been depleted and (2) the employee has been on leave without pay for the number of days equal to the number of sick leave days he/she donated.

B. Illness-In-Line-Of-Duty Leave

In conjunction with the Family and Medical Leave Section of this Agreement, a teacher shall be entitled to a maximum of ten (10) days of illness-in-line-of-duty leave each school fiscal year when unable to perform his/her duties because of personal injury in discharge of his/her duties or because of illness from a contagious or infectious disease contracted in his/her work. Such leave shall be non-cumulative from year to year and when approved by the School Board shall be used before charging any absence to regular accrued sick leave; provided the following conditions are met:

1. The principal or the Superintendent shall be notified as soon as the illness or injury occurs.
2. The teacher shall file a written claim signed by the principal or the immediate supervisor for attachment to the payroll report for the period in which the illness or injury occurred.
3. In case of injury a certificate from a licensed physician may be required and in the case of a claim relating to a contagious or infectious disease the teacher shall file a statement from a licensed physician certifying that beyond a reasonable doubt the contagious or infectious disease was contracted at school during the time the teacher was engaged in school work.
4. The School Board, after determining that the claim correctly states the facts and is valid, will approve the leave.
5. Any workmen's compensation payment received by the teacher while he/she is on compensation leave shall be deducted from his/her gross salary or the check received from workmen's compensation shall be endorsed to the School Board.
6. Any teacher granted leave as herein prescribed who has used the ten (10) days as provided by law may be granted additional leave by action of the Board as hereinafter prescribed:
 - a. The teacher shall file a certificate signed by a health care provider designated by the School Board stating the following:
 - (1) The date the serious health condition began;
 - (2) The probable duration of the condition;
 - (3) The appropriate medical facts regarding the condition that are within the knowledge of the health care provider;
 - (4) A statement from the health care provider that the employee is unable to perform the functions of his/her job.
 - b. The teacher shall file subsequent written recertification of the medical condition every five (5)

- weeks during the duration of the condition.
- c. The teacher shall report in writing, at least every two (2) weeks on his/her status and intention to return to work.
 - d. The teacher shall not engage in any type of work for which he/she will receive remuneration.
 - e. The teacher shall have used all vacation leave and accrued sick leave except for a reserve of ten (10) days.
 - f. When the above conditions and requirements are met, the teacher will be allowed additional illness-in-line-of-duty leave, as determined by the Board; provided, that the teacher is under contract during the time such leave is granted and any payment is made.

C. Professional Leave

Professional leave may be granted with or without pay as hereinafter provided:

1. Professional leave may be granted to a teacher to engage in activities that will result in his/her professional benefit or advancement, including the earning of college credits and degrees or in activities that will contribute to the profession of teaching.
 - a. Any teacher who is employed for ten (10), eleven (11), or twelve (12) months during any school year and who is on continuing or professional services contract status may be granted professional leave as follows:
 - (1) A teacher on a ten (10) months continuing or professional services contract may be granted leave not to exceed five (5) days during the pre-school or post-school conference provided all required records and reports are completed prior to the beginning date of the leave.
 - (2) A teacher on a eleven (11) months continuing or professional services contract may be granted leave not to exceed five (5) days leave; provided, that all required records and reports are completed prior to the beginning date of leave.
 - (3) A teacher on a twelve (12) months continuing or professional services contract may be granted leave not to exceed six (6) days of leave; provided that all required records and reports are completed prior to the beginning date of leave.
 - (4) Where professional leave is granted, the days to be granted will be based on the college starting date with not more than two (2) days of such leave as travel time where necessary.
 - (5) Leave must be used for the purpose for which granted.
 - b. Professional leave during pre-school and post-school conference will not be granted to a person in annual contract status except under the following conditions:
 - (1) A teacher on a ten (10) months contract may be reimbursed for not more than five (5) days upon the successful completion of the course or courses and upon resumption of duty in the district.
 - (2) A teacher on an eleven (11) months contract may be reimbursed for not more than five and one-half (5-1/2) days pay upon the successful completion of the course or courses and upon resumption of duty in the district.
 - (3) Such leave may be granted upon application provided that all required records and reports are completed and the teacher is under contract to render services in the school district for the ensuing school year.
 - (4) Where such leave is granted the days to be granted will be based on the college starting date not to exceed two (2) days of the leave as travel where necessary.
 - (5) The leave shall be used for the purpose for which granted.
2. Extended professional leave is leave in excess of thirty (30) consecutive days. Such leave is primarily for the benefit of the teacher or that of the teaching profession, and only incidentally for

the benefit of the School Board. Extended leave for professional improvement may be granted to a teacher provided he/she has served satisfactorily in the district for a period of three (3) years or more.

- a. A teacher on an eleven (11) or twelve (12) months contract and in continuing or professional services contract status may take professional leave annually provided in 1-a of this article or may take professional leave every five (5) years as follows:
 - (1) A teacher on an eleven (11) months continuing or professional services contract may be granted not more than five and one-half (5-1/2) weeks of professional leave with pay.
 - (2) A teacher on a twelve (12) months continuing or professional services contract may be granted not more than six (6) weeks of professional leave with pay.
 - (3) Where such professional leave is granted, the number of days granted will be based on the college starting date with not more than two (2) days of the leave for travel time where necessary. The leave must be used for the purpose for which granted.
3. The School Board will grant professional leave without pay when in its opinion such leave is justified. The Board will consider each such application on its merit and in arriving at a decision will consider both the interest of the teacher and the general welfare of the school system.

D. Maternity Leave

1. A full-time teacher who is an expectant mother at the beginning of the school term or who becomes pregnant during the school term shall be granted maternity leave as provided herein. When a teacher determines that she is pregnant and wishes to take maternity leave, she shall file with the Superintendent a written application for leave with an attached statement from the attending physician stating the expected date of birth of the child. If possible the teacher and her immediate administrative superior shall mutually agree to the effective date for the suspension of services. Such decision shall be based on, but not limited to, physical condition, effectiveness in carrying out her assigned duties, availability of a satisfactory replacement, term of service required for credit for a year of service, and the recommendations of the attending physician. The administrative superior shall determine and inform the teacher as to the number of days or hours of service required for her to receive credit for a year of service for continuing or professional services contract and salary purposes during that school year. When a mutually acceptable date for the suspension of services cannot be achieved, the Superintendent shall evaluate the recommendations and information submitted to him by both the teacher and her immediate administrative superior and shall make an appropriate recommendation to the School Board for its consideration and action.
2. Maternity leave for a teacher shall be granted only when a contractual relationship exists which will be in effect during the period of the leave. The leave application shall specify the period for which leave is requested; provided that leave in excess of one year will not be allowed.
3. Subsequent to the birth of the child, the teacher will be returned to duty in accordance with the approved leave application; provided that a certificate from the attending physician is filed with the Superintendent certifying that the teacher is physically and emotionally able to return to duty.
 - a. Where a teacher in annual contract status is granted maternity leave the teacher must be under contract to render services for the school year during which such leave is to occur. Any teacher in annual contract status requesting leave for an entire school year must be duly re-appointed and shall enter into a written contract to render services for the ensuing school year prior to the approval of leave. Leave granted to such person shall not be interpreted to assure reappointment for the next school year but shall be only for the purpose of protecting probationary service for continuing or professional services contract purposes. Any teacher in annual contract status and on leave shall be considered for reappointment at the time of the

reappointment of instructional personnel. Any teacher whose services are not satisfactory and who would not, at the time of leave, be considered for reappointment will not be granted leave. Under no conditions will such leave be granted unless the teacher has signed a contract covering the period for which the leave is granted.

- b. Any teacher on maternity leave for the remainder of a school year or for the entire school year who, on expiration of leave, wishes to return to duty at the beginning of the next school year shall notify the Superintendent in writing of such desire by not later than April 1.
- c. If a continuing or professional services contract teacher notifies the Superintendent as stated in (b) above, of her desire to return to active employment, such teacher shall be assigned to the same or similar position which she held at the time the leave commenced, or if that position is no longer available, to a substantially equivalent position.
- d. A teacher taking maternity leave may, at her option, use any or all of her accrued sick leave, with appropriate statements from her doctor(s).
- e. Any maternity leave applied for that qualifies for leave under the Family and Medical Leave section of this agreement shall be used in conjunction with the rules of that section of this Agreement.

E. Family and Medical Leave

The Board shall comply with the Family and Medical Leave Act, provided an application for such benefits is submitted with the request for leave and the employee qualifies for such leave. The inclusion of said leave shall not result in the diminishment of leave or benefits that were available prior to the Family and Medical Leave Act. Guidelines for such leave shall be as follows:

1. Eligible Employees

Employees of Santa Rosa County School Board who have worked for the Board for at least 12 months and have worked at least 1,250 hours during that time may be entitled to a total of 12 work weeks of leave during any 12-month period when leave is taken for one or more of the following circumstances;

- a. The birth of a son or daughter of an employee and to care for the child;
- b. The placement of a son or daughter with an employee for adoption or foster care;
- c. To care for the spouse, son, daughter, or parent of an employee, if the family member has a serious health condition; or
- d. The employee is unable to perform the functions of the position because of the employee's own serious health condition.

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care at a hospital, hospice, or residential medical care facility; or (2) continuing treatment by a health care provider.

In the case of the birth or placement of a child for adoption or foster care, the employee's entitlement to leave expires at the end of the 12-month period beginning on the date of the birth or placement.

Where both spouses work for the Board, their total, combined leave in any 12-month period is limited to 12 weeks if leave is taken for the birth or adoption of a child.

2. Intermittent or Reduced Schedule Leave

When medically necessary, intermittent or reduced schedule leave can be taken in cases of a serious health condition, either an employee's own or that of a family member. Intermittent or reduced leave schedule is not available for the birth or placement of a son or daughter.

Employees seeking intermittent or reduced schedule leave based on planned medical treatment are required to produce medical certification outlining the dates on which treatment is expected and the duration of the treatment. Employees are expected to make a reasonable effort, subject to the health care provider's approval, to schedule treatment so as to not unduly disrupt the Board's operations. Employees are also required to give the Board, through the personnel department, thirty (30) days notice or as much notice as is practicable of their intentions.

In the event an employee requests intermittent or reduced schedule leave due to a family member's or the employee's own serious health condition, the employee may be transferred by the Board to a temporary alternative job for which the employee is qualified and which better accommodates the Board's needs and that of the employee.

Instructional employees who request intermittent leave on a reduced leave schedule to care for a family member, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, when the employee would be on leave for more than 20 percent of the total number of working days over a period the leave would extend, are required to choose either to:

- a. Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- b. Transfer temporarily to an available alternative position for which the instructional employee is qualified which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.

If the instructional employee does not give required notice of foreseeable family and medical leave as required by this section for intermittent or on a reduced leave schedule, the superintendent may require, at his/her discretion, the employee to take leave of a particular duration, to transfer temporarily to an alternative position, or require the employee to delay the taking of leave until the notice provision is met.

3. Notice

A minimum of thirty (30) days advance notice of an employee's intent to take leave is required when it is foreseeable because of:

- a. The expected birth of a baby;
- b. The expected placement of a child for adoption or foster care;
- c. Planned medical treatment for a son, daughter, spouse, or parent with a serious health condition; or
- d. Planned medical treatment in case of the employee's own serious health condition.

If leave has to begin in less than thirty (30) days as a result of one of the above-referenced circumstances, the employee still must provide the Board, through its personnel office, with advance notice as is practicable.

Notice must be provided in writing to the Personnel Department of the Board. When notice is not given in these circumstances, the employee will be considered to have taken "unauthorized leave" and subject to appropriate disciplinary action.

4. Certification

When leave is requested based on a family member's or employee's own serious health condition, the employee must provide, in writing, a medical certification of the condition and the need for leave from the employee's health care provider within ten (10) days of the written request for leave.

This certification must contain:

- a. The date the serious health condition began;
- b. The probable duration of the condition;
- c. The appropriate medical facts regarding the condition that are within the knowledge of the health care provider;
- d. Where leave is based on care of a spouse, child or parent, a statement that the employee is needed to provide the care and an estimate of the amount of time that the need will continue;
- e. Where leave is based on the employee's own serious health condition, a statement that the employee is unable to perform the functions of his/her job; and
- f. Where intermittent or reduced leave is sought for planned medical treatment, a declaration from the health care provider stating that this kind of leave is medically necessary, the dates that treatment is expected to be given and the duration of the treatment.

This certification will be treated as a confidential medical record and information will be disclosed only on a strictly need-to-know basis, unless otherwise required by Florida law.

5. Use of Paid Leave

Accrued paid leave can be elected as follows:

- a. Accrued paid vacation or sick leave for birth, placement or to take care of a sick family member; or
- b. Accrued paid vacation or sick leave to take care of a sick family member or because of the employee's own serious illness.

6. Recertification

An employee who has taken leave because of a serious health condition or that of a family member is required by the Board to obtain subsequent written recertification of the medical condition every five (5) weeks during the duration of the condition. The Board also requires employees on leave under this provision to report periodically, in writing, at least every two (2) weeks on his/her status and the intention of the employee to return to work. Failure of the employee on leave to report periodically on his/her status may subject the employee to discipline for unexcused absences.

7. Restored Employment

Eligible employees who comply with all provisions of this section and who return from family and medical leave have the right to return to the job position that they held when they went on leave, or they may be placed, in the discretion of the Board, in an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. While on leave, eligible employees will retain all accrued benefits. Restored employees, eligible employees returning from family and medical leave, are not entitled to accrue seniority or employment benefits during any period of leave. Restored employees are not entitled to any right, benefit or position of employment other than any to which they would have been entitled had they not taken the leave.

As a condition to restoring an employee whose leave was based on the employee's own serious health condition, each returning employee is required to provide, in writing, to the Personnel Department a certification from the employee's health provider stating that the employee is able to resume work.

8. Maintenance of Benefits

The Board will maintain group health plan coverage for employees on family and medical leave for the duration of the eligible employee's leave. Coverage will be provided on the same level and under the same conditions that coverage would have been provided if no leave had been taken.

In the event an employee fails to return to work after the period of leave expires, the Board may recover any premiums the Board paid for coverage during the leave period. Such recovery can be taken from any benefits or wages owed by the Board to the employee.

In the event, however, that the employee fails to return to work because of the continuation, recurrence, or onset of a serious health condition of a family member or the employee's own serious health condition that would otherwise entitle the employee to take leave, or due to other circumstances beyond the control of the employee, the Board will not attempt to recover such premium. In this circumstance, the employee is required to provide in writing to the Personnel Department, a certification from the employee's health care provider to that effect.

9. Leave Taken Near the End of Academic Term

Instructional employees who begin leave more than five weeks before the end of a term are required to continue taking leave until the end of the term if:

- a. The leave will last at least two weeks; and
- b. The employee would return to work during the three-week period before the end of the term.

Instructional employees who begin leave for a purpose other than the employee's own serious health condition during the five week period before the end of the term are required to continue taking leave until the end of the term if:

- a. The leave will last more than two weeks; and
- b. The employee would return to work during the two-week period before the end of the term.

Instructional employees who begin leave for a purpose other than the employee's own serious health condition during the three week period before the end of a term, and the leave will last more than five working days, are required to continue taking leave until the end of the term.

For purposes of this Subsection, "academic term" shall mean the school semester as set by the Board.

If an employee is required to take leave for a period of particular duration or is required to continue taking leave until the end of a school term, the entire period of leave taken will count as family medical leave.

F. 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.

1. Temporary duty may be assigned as hereinafter provided:
 - a. Where the teacher is under the supervision of a principal and a substitute teacher is not required and where such absence will not exceed a school day, the principal of the school may assign temporary duty; provided that such assignment is reported to the Superintendent in writing.
 - b. Were the teacher of any school will be absent for more than one day, or away overnight, or where a substitute teacher will be required, the principal shall obtain the approval of the Superintendent for assignment of temporary duty.
 - c. When a teacher will be absent from regular duty in excess of one day, or overnight, or if a substitute will be required, the principal and the Superintendent shall complete the required form for temporary duty.
 - d. All authorizations shall be reviewed by the School Board at its next regular or special meeting and made a part of the official minutes.
2. Expenses will be allowed as follows:
 - a. Per Diem and travel will be allowed if the teacher attended the meeting at the request of the Superintendent.
 - b. Per Diem will be allowed at the allowable state rate.
 - c. Travel will be computed at the allowable state rate.
3. The Santa Rosa Professional Educator's president or president-elect may be given temporary duty to attend School Board meetings.
4. A. The Association president or his/her designee shall be allowed a maximum of 20 days of temporary duty in any school year to engage in Association activities subject to the following conditions.
 1. The Association shall pay the cost of the substitute teacher.
 2. The maximum number of days allowed for any one person shall be 15.
 3. The minimum time of any leave request shall be 3.75 hours.
 4. No single class can be missed more than 15 times in any school year.
- B. In lieu of the above section 4.A, the Association president may be granted three (3) continuous hours per day of released time for a full school year provided the Association pays the Board for the full cost of a replacement teacher for such released time. The Association must also notify the Board in writing by July 1 of the year in which they wish to make use of this paragraph.
- C. Section 4.C is in lieu of sections 4.A and 4.B. During the school contractual years of 2004-2007, the Santa Rosa Professional Educators Association's President will be a full-time release position or a TSA position to engage in Association activities. SRPE will pay the school board \$50,000.00 annually toward the funding of this position. The School Board will be responsible for the remainder of the salary and the continuation of applicable benefits including life insurance, health insurance, and retirement. However, this section is subject to annual review and renewal.

In the event the SRPE president is unable to continue at the end of his/her term in office, he/she will be provided the opportunity to return to his/her vacated position at the beginning of the following school year.

5. Representatives of Santa Rosa Professional Educators, not to exceed two (2) from any one school; not to exceed ten (10) in the district; not to exceed three (3) successive days, excluding travel time; not to exceed six (6) days per school year for any one teacher, excluding travel time; may be granted temporary duty for attending activities benefiting the Santa Rosa County School System, if approved by the Superintendent; and provided that the Association pay the cost of substitutes if they are required.
6. Duly certified representatives of the Association, not to exceed ten (10) percent of Association members per school nor five (5) percent for the district, may be granted temporary duty, without travel or per diem expenses, up to two (2) days to attend the annual Association state meeting. It shall be the responsibility of the Association president to present a certified list of representatives to the Superintendent or his/her designee ten (10) days prior to the effective date of leave for approval.

G. Military Leave

Military leave will be granted to a teacher who is required to serve in the armed forces of the United States or of the State of Florida in fulfillment of obligations incurred under the selective service laws or because of membership in the reserves of the armed forces or the National Guard. When a teacher enters voluntarily into any branch of the armed services for temporary or an extended period of service, military leave will be granted at the discretion of the Board and except in unusual cases will be denied to a member of the instructional staff when he/she is expected to be engaged in the work of the profession.

A teacher granted military leave for extended active duty, shall, upon completion of the tour of duty, be returned to duty without prejudice provided an application for re-employment is filed within six (6) months following the date of discharge or release from active military duty. Following receipt of the application for re-employment, the School Board shall have a reasonable time, not to exceed six (6) months, to reassign the teacher to duty in the school system. Compensation allowed during military leave shall not exceed seventeen (17) days as provided in Section 115.17, Florida Statutes. Military leave shall not be counted for allocation of Florida Education Finance Program funds or in determining a year of service for continuing or professional services contract purposes.

H. Jury Duty

Where a teacher is under subpoena for jury duty during the time he/she is engaged in regular professional duties, he/she may make application for temporary duty elsewhere. If the application is approved he/she shall receive his/her regular salary while on jury duty. All applications under this policy shall be submitted to the Superintendent for approval.

I. Witness Duty

Where a teacher is under subpoena as a witness in connection with his/her official duties or in a court action in which he/she is not a party to the litigation he/she may make application for temporary duty elsewhere. If the application is approved he/she shall receive his/her regular salary. Any teacher who is a party to litigation may request emergency leave, personal leave, or vacation leave. Leave for witness duty may be authorized by the Superintendent subject to approval of the School Board.

J. Leave of Absence

Except for leave taken by eligible employees under the Family and Medical Leave section of this Agreement, a leave of absence is permission granted by the School Board or allowed under its adopted

policies for a teacher to be absent from his/her duties for a specified period of time with the right to return to employment on the expiration of leave. Any absence of a teacher from duty shall be covered by leave duly authorized and granted. Leave shall be officially granted in advance by the School Board and shall be used for the purposes set forth in the leave application. Any request that leave be granted retroactively will be denied. Leave for sickness or other emergencies may be deemed to be granted in advance if prompt report is made to the proper authority. No leave, except military leave, shall be granted for a period greater than one year. Leave may be with or without pay as provided by law regulations of the State Board of Education and School Board regulations.

K. Vacation Leave

1. Teachers who are employed on a twelve (12) months contract shall accrue vacation leave, exclusive of holidays, with compensation as follows:
 - a. A teacher with less than five (5) years of service at the rate of one day per month cumulative to twelve (12) workdays per year.
 - b. A teacher with five (5) but less than ten (10) years of service at the rate of one and one-fourth (1-1/4) days per month cumulative to fifteen (15) workdays per year.
 - c. A teacher with ten (10) years or more of service at the rate of one and one-half (1-1/2) days per month cumulative to eighteen (18) workdays per year.
2. Vacation leave may be accrued not to exceed sixty-two and one-half (62.5) workdays.
3. Vacation leave may be granted by the Superintendent upon the written request of the teacher and with prior approval of the teacher's administrative superior. Vacation leave shall be scheduled so that there will be a minimum disruption of the school system.
4. Any teacher employed on a part-time basis or who works in excess of one-half the hours or days required for a full-time position but less than the total hours or days required for a full-time teacher shall not be entitled to vacation leave.
5. Vacation leave shall not be granted until the teacher has rendered at least six (6) months of acceptable service in the school district.
6. The Christmas vacation period, other than legal holidays running consecutively with the vacation period, shall constitute a part of the aforesaid allowable vacation period unless the teacher is actually on duty.
7. Employees on Family and Medical leave are not entitled to accrue any additional vacation leave while on such leave.
8. Any employee resigning in good standing with the Santa Rosa County School Board shall be entitled to terminal pay for accrued vacation leave up to a maximum of 62.5 days. Payment shall be made in the last regular paycheck for the employee except in the case where an employee enters DROP, and then payment shall be made in the last paycheck before the effective beginning date of DROP.

L. Political Leave

A teacher who has filed to run for a political office and who desires personal leave for political reasons shall file an application for leave. The School Board will grant such personal leave for the duration of the political campaign. Such leave shall be without compensation.

M. Personal Leave for Other Reasons

A teacher desiring personal leave for any other reason shall file a written application setting forth the

reasons for and the purpose of the requested leave. The Board will consider such application on its own merits and in arriving at a decision will consider the best interests of the teacher and the general welfare of the school system.

- N. Unless as otherwise provided under the Family and Medical Leave section of this Agreement, a teacher on officially approved leave, who desires to continue insurance coverage, may continue his/her insurance by dealing directly with the carrier if acceptable with the carrier.

ARTICLE XVIII: MAINTENANCE OF STANDARDS

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make proposals and counter-proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Within budgetary limitations, this Agreement shall not be interpreted or applied to deprive teachers of any significant professional advantages.

ARTICLE XIX: POLITICAL ACTIVITY

- A. All teachers shall have entire liberty of political action when not engaged actively in their employment, provided such action is within the laws of the United States of America and the State of Florida; and provided further that such action does not impair their usefulness as a teacher.
- B. The right of teachers, when not actively engaged in their employment, to work and to vote for the party and candidates of their choice shall not be questioned, abridged, or denied.

ARTICLE XX: INSURANCE

Effective October 1, 2004

The Board shall make available group medical, dental, and life insurance plans for its employees.

The Employee will pay a maximum of 6% (rounded to the nearest dollar) of the monthly premium for the lowest cost single policy group medical plan. The Board will pay the remainder of the premium for this plan and that same dollar amount may be applied toward any single policy group medical plan offered by the Board. Employee: $0.06 \times \$309.26 = \18.56 . Rounded to \$19.00. Board: $309.26 - \$19.00 = \290.26 .

The Employee will pay a maximum of 35% (rounded to the nearest dollar) of the monthly premium for the lowest cost family policy group medical plan or any family tier plan offered. The Board will pay the remainder of the premium for this plan and that same dollar amount may be applied toward any family policy group medical plan or any family tier plan offered by the Board.

EMPLOYEE/FAMILY: Employee: $0.35 \times \$840.83 = \294.29 . Rounded to \$294.00. Board: $\$840.83 - \$294.00 = \$546.83$.

EMPLOYEE/SPOUSE: Employee: $0.35 \times \$654.79 = \229.18 . Rounded to \$229.00. Board: $\$654.79 - \$229.00 = \$425.79$.

EMPLOYEE/CHILD(REN): Employee: $0.35 \times \$572.15 = \200.25 . Rounded to \$200.00. Board: $\$572.15 - \$200.00 = \$372.15$.

When husband and wife both work for the Board, the Employees will pay a maximum of 8% (rounded to the nearest dollar) of the monthly premium for the lowest cost family policy group medical plan. The Board will pay the remainder of the premium for this plan and that same dollar amount may be applied toward any family policy group medical plan offered by the Board. Employees: $0.08 \times \$840.83 = \67.27 . Rounded to \$67.00. Board: $\$840.83 - \$67.00 = \$773.83$.

The Board will pay for single dental coverage for employees who choose to not participate in the group health plans.

The Employee will pay the monthly premium for the single policy group dental plan and the Board will pay \$00.00.

The Employee will pay the monthly premium for the family policy group dental plan and the Board will pay \$00.00.

The Board will purchase a minimum of \$50,000 of group term life insurance on all permanent employees who are employed 17.5 hours or more per week. The Board will purchase an additional \$50,000 of group term life insurance for those employees who do not take the board group medical plan. Coverage will begin February 1, 2004. The cost of this additional \$50,000 of life insurance will be considered as income to the employee for federal tax purposes.

To be eligible for these insurance benefits contributions, the employee must receive a regular payroll check in the month of payment or be eligible for such benefits through the Family and Medical Leave Act.

There will be a Joint-Insurance committee on which teachers, appointed by the current SRPE president, will serve in numbers equal to numbers represented by other employee groups (administrators, non-instructional, and blue collar). The Joint-Insurance committee will review insurance plans on an annual basis and will issue a report with its recommendations for the upcoming school year to both the Administration and the Association by the first week of March each year. Before March 1, 2004, the committee will be presented with a multi-tier family plan for review. The tier options shall include at least the following five plans: employee-single; employee and spouse; employee and dependent child, employee and dependent children; and employee-family.

The Board will provide an IRS-125 plan for its employees.

The Board will provide a vision plan for its employees. The employee will pay the full premium for such plan.

Benefits provided by the health or dental insurance carriers shall not be reduced unless the Joint-Insurance committee first considers such reductions before being presented to the Board.

ARTICLE XXI: MISCELLANEOUS

- A. This Agreement shall constitute the full and complete 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 written and signed amendment to this Agreement.

- B. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provision shall be modified to the extent that it violates the law but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision. The Association shall be notified and discussion held prior to modification of the Agreement.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with the terms of this Agreement.
- D. Any public information contained in the Superintendent's office and pertaining to schools may be obtained by Santa Rosa Professional Educators, the certified bargaining agent, from the Superintendent's office. If material and labor is required in preparing information, Santa Rosa Professional Educators, upon requesting and receiving such information, will be required to pay a reasonable charge for services rendered.
- E. It is the intent of the Board that the teachers' individual contracts shall be in compliance with this Agreement.
- F. The Santa Rosa Professional Educators' president or president-elect, upon request, shall be given an agenda of each School Board meeting and a copy of the financial statement when one is presented to the Board.
- G. It is desirable that each school be represented on the in-service committee. Teachers serving on the Santa Rosa County In-Service Committee shall be elected by the faculty and recommended by the Superintendent and approved by the Board.
- H. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals and counter-proposals with respect to any subject or matter not removed by law, State Board of Education Regulations, or Santa Rosa County School Board Policies from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXII: SICK LEAVE BANK

- A. A sick leave bank shall be established by the Board for use by participating teachers. The committee will be comprised of:
 - 1. Two (2) Association members appointed by the Association president.
 - 2. One (1) instructional employee appointed by the Superintendent.
 - 3. The Assistant Superintendent of Personnel.
- B. To be eligible for membership in the Sick Leave Bank, the employee:
 - 1. Shall have completed one year of employment as a full-time employee of the Board.
 - 2. Be a full-time employee of the Board at the time of application.
 - 3. Have a minimum of nine (9) days of accumulated sick leave at the date of application.
 - 4. Shall apply for membership on an approved form during the enrollment period. This form shall be submitted to the Assistant Superintendent for Personnel. Participation in the bank shall be voluntary on the part of each teacher.
- C. Each participating member shall contribute one day of sick leave to the bank upon enrollment.

Membership applications shall be submitted during the first twenty (20) workdays of a school calendar year. The committee shall act to approve or disapprove applications on basis of rules herein described. New members become eligible for participation in the Bank on October 1st. Deduction of the day for the new members will be reflected on the October Statement of Earnings and Deductions.

- D. Each participating employee shall contribute, by way of deduction from their official sick leave record, one day of sick leave anytime the balance in the Bank falls below twenty percent (20%) of the number of participants. No employee shall be required to contribute more than two (2) days in any one school year, after the initial membership contribution of one (1) day. The committee shall notify members in writing of the necessary contributions. Members shall have ten (10) working days in which to request withdrawal from the program rather than donate the requested day. Any participating member, who is unable to donate a day of sick leave at the time for contribution to be made, shall contribute their next available sick leave day or be removed from membership. Any sick leave pooled pursuant to this article shall be removed from the accumulated sick leave balance of the teacher donating such leave and shall not be available to the donating teacher as sick leave.
- E. Membership shall be on a continuing basis unless a letter requesting withdrawal from the Sick Leave Bank is submitted to the Personnel Department of the school district. Upon receipt of said letter the committee shall be notified. Any member who chooses to withdraw from participation in the Sick Leave Bank shall not be able to withdraw any sick leave days already contributed.
- F. Members needing to utilize days in the Sick Leave Bank will request the needed number of days on a Sick Leave Bank Program Withdrawal Application form with the medical statement attached. The application must be completed in full. A participating employee may be eligible for sick leave from the Bank only after having met the following conditions:
 - 1. Has used all his/her accumulated sick leave.
 - 2. Is not eligible for Worker's Compensation pay.
 - 3. Is not eligible for Injury in Line-of-Duty pay as granted by rule of School Board.
 - 4. Has been absent from employment for at least five (5) consecutive working days.
 - 5. The above condition number 4 may be waived to provide for intermittent or reduced schedule under the following conditions:
 - a. Illness has been judged by the Sick Leave Bank to be catastrophic in nature.
 - b. The days requested are directly related to the catastrophic illness.
 - 6. Has an application approved by the Sick Leave Bank committee.
- G. Sick leave credit, up to thirty (30) days, may be granted to a participating member applicant at the discretion and upon the authority of the Sick Leave Bank committee after consideration by the committee of all outstanding eligible applications. Any sick leave awarded from the Sick Leave Bank to a participating employee shall be used for absence due to the employee's personal catastrophic illness, accident, or injury. Mental/emotional illnesses and pregnancy will not be considered catastrophic illnesses. However, complications from pregnancy or mental/emotional illnesses, which require hospitalization or institutionalization, will be considered by the committee. The Sick Leave Bank committee, at its discretion, is authorized to grant fifteen (15) additional days in hardship situations. Once days from the sick leave bank are granted, the use of the sick leave bank days will begin on the fourth (4th) day without pay. These days without pay shall be in addition to, and shall start after, any days without pay as stipulated in Article XVII, Sections A.3.e; A.3.f; and A.4. Each participating member shall not draw in excess of forty-five (45) days from the bank within a twelve-month period from the date the Sick Leave Bank is used.
- H. A participating employee shall not be required to pay back any sick leave awarded from the Bank except

as otherwise provided for in this agreement. Alleged abuse of any provision contained in this agreement by a participant shall be investigated by the Sick Leave Bank committee. A finding of violation of any provision of this agreement may, upon the action and the authority of the committee, result in expulsion from further participation and/or a requirement to repay all the sick leave drawn from the Bank and be subject to other disciplinary action as determined by the School Board.

ARTICLE XXIII: WAIVER PROCEDURE

The following shall constitute the sole process at each school site for the waiver of any portion or provision of this Master Contract between the Santa Rosa Professional Educators (SRPE) and the Santa Rosa County School Board (SRCSB).

- A. For 1993-94 only, each School Advisory Committee (SAC) seeking a waiver shall contain at least one SRPE member elected by SRPE members at that school. After the 1993-94 school year, teachers shall elect teachers to the School Advisory Committee (SAC).
- B. Any waiver must be in writing and must specify the contractual provisions(s) to be waived, the nature and duration of the waiver and the employees affected by the waiver. Such waiver shall originate within and be approved by the SAC.
- C. There shall be a duly called meeting of all bargaining unit members to fully explain the proposed waiver.
- D. There shall be a 36-hour minimum between the full disclosure meeting and any waiver vote.
- E. There shall be a secret ballot vote of all bargaining unit members to approve or disapprove said waiver. Such vote shall include a signature sheet(s). The waiver shall require an 80% approval of the total bargaining unit membership in order to move forward. A valid vote shall not be rescinded.
- F. SRPE shall designate individual(s) to monitor and assist in the conducting 1-4 above. The SRPE designee shall be present at the secret ballot vote.
- G. The waiver shall then be presented to the SRCSB and to the SRPE Executive Board for final approval. A duly elected SAC representative shall be available to address questions and concerns prior to the final approval vote.
- H. Waivers shall not extend beyond the school year in which they originally take effect.
- I. Waivers may be extended one year at a time if there are no changes in the waiver. Extensions would require the 80% secret ballot approval and final approval of the SRPE Executive Board and the SRCSB.
- J. If an individual disagrees with an approved waiver and can find a certified bargaining unit member willing to exchange positions at a different school, said transfer shall be considered and an effort made to facilitate the transfer.

ARTICLE XXIV: TERMS OF AGREEMENT

This Agreement shall be effective August 11, 2004, and shall continue in effect through August 10, 2007. The parties shall meet annually to negotiate salary, insurance, supplements, and two others articles each of their own choosing. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**SANTA ROSA
PROFESSIONAL EDUCATORS**

**SANTA ROSA COUNTY
SCHOOL BOARD**

President

Chairman

Negotiator

Superintendent

Negotiator

APPENDIX A--Membership Authorization

Santa Rosa Professional Educators

Membership Authorization

Payroll Deduction Form

I hereby authorize you, Santa Rosa County School Board, according to arrangements agreed upon with the Santa Rosa Professional Educators, to deduct from my salary and transmit to said Association, United Teaching Profession dues as annually certified by said Association in twelve (12) monthly deductions. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this Authorization and relieve the Santa Rosa County School Board and all its officers from any liability therefore. This authority shall remain in full force and effect for all purposes for the duration of this contract, or until revoked by me in writing upon thirty (30) days written notice to the School Board and a Copy to the Santa Rosa Professional Educators.

Signature

Date

APPENDIX B--Grievance Form

OFFICIAL GRIEVANCE FORM

Name _____

School _____ Assignment _____

Home Address _____ Home Phone _____

STEP _____

A. Date cause of grievance occurred _____

B. Relates to Article(s) _____ of Contract _____

C. Statement of grievance _____

D. Relief sought _____

Signature Date

E. Disposition of immediate supervisor _____

Signature Date

- 1 copy to immediate supervisor
- 1 copy to Superintendent or his/her designee
- 1 copy to Association
- 1 copy to Grievant

Grievance No. _____

APPENDIX C--Transfer Request
FORM MUST BE GIVEN TO THE ADMINISTRATOR AT THE TRANSFER REQUEST SITE

SCHOOL BOARD OF SANTA ROSA COUNTY

**INSTRUCTIONAL
REQUEST FOR TRANSFER
WITHIN SANTA ROSA COUNTY**

TRANSFER: The movement of an employee from one work site to another work site.

DATE: _____.

I hereby request to be transferred as follows:

FROM: _____ School/Department

POSITION: _____
(Be specific - Grade Level, Subject Area, etc.)

TO: _____ School/Department

POSITION: _____.

CERTIFICATION: _____.

*I have discussed this transfer
with my present administrator.*

Type or Print Name

yes no

Signature

Date received at requested site _____ initial _____.

TO BE COMPLETED AFTER TRANSFER IS APPROVED

Effective Date of Transfer _____.

APPROVED: (Receiving Administrator)

APPROVED (Losing Administrator)

_____, Administrator _____, Administrator

_____, School/Dept. _____, School/Dept.

Date: _____

Date: _____.

Date of Board Approval: _____.

Voluntary

Involuntary

APPENDIX D--Salary Schedule

SANTA ROSA COUNTY

INSTRUCTIONAL SALARY SCHEDULE - - 2004-2005

YRS	EXP	INDEX	Bachelor	Masters	Spec.	Doctor
	0	1.000	27,855	30,083	31,198	32,312
	1	1.027	28,593	30,822	31,936	33,050
	2	1.053	29,340	31,568	32,683	33,797
	3	1.080	30,096	32,324	33,438	34,553
	4	1.108	30,861	33,089	34,203	35,318
	5	1.136	31,635	33,863	34,978	36,092
	6	1.164	32,419	34,647	35,762	36,876
	7	1.192	33,213	35,441	36,555	37,670
	8	1.221	34,017	36,245	37,359	38,473
	9	1.250	34,831	37,059	38,173	39,288
	10	1.280	35,656	37,884	38,998	40,112
	11	1.310	36,491	38,720	39,834	40,948
	12	1.340	37,338	39,566	40,681	41,795
	13	1.371	38,196	40,425	41,539	42,653
	14	1.402	39,066	41,295	42,409	43,523
	15	1.434	39,948	42,177	43,291	44,405
	16	1.466	40,842	43,071	44,185	45,299
	17	1.499	41,749	43,978	45,092	46,206
	18	1.532	42,669	44,898	46,012	47,126
	19	1.565	43,602	45,831	46,945	48,059
	20	1.599	44,549	46,777	47,891	49,006
	21	1.634	45,509	47,738	48,852	49,966
	22	1.669	46,484	48,712	49,827	50,941
	23	1.704	47,473	49,702	50,816	51,930
	24	1.740	48,478	50,706	51,820	52,935
	25	1.841	51,274	53,502	54,616	55,730

INDEX IS ON BACHELOR BASE.

MASTERS	=	BACHELORS	+	(0.08 x BASE)	=	2,228
SPECIALIST	=	BACHELORS	+	(0.12 x BASE)	=	3,343
DOCTORATE	=	BACHELORS	+	(0.16 X BASE)	=	4,457

The \$1776.00 stipend is included in Step 25

Beginning with the 2002-2003 school year, teachers shall be eligible to receive performance pay based on the Santa Rosa County School District Performance Pay Initiative document for teachers. This document was devised by a joint committee of teachers and administrators and approved by the school board.

1. Personnel employed as of August 9, 1993, who are receiving, or are eligible to receive, credit on the salary schedule for all or part of an advanced degree shall receive full credit for the degree.
2. In order for instructional personnel to receive credit on the salary schedule for an advanced degree, the degree must:
 - a. be reflected on an official transcript (and)
 - b. be from an accredited college or university recognized by the Florida Department of Education, (and)
 - c. (1) be in an area of certification that is maintained by the teacher (or)
(2) add a certification area to the employee's certificate based on the advanced degree (or)
(3) be issued by a college of education (defined as Master's/Specialist/Doctorate of Education), if not eligible for certification under c(1) or c(2) above.

Personnel employed as of June 30, 2003, who are receiving credit on the salary schedule for an advanced degree shall continue receiving that credit without regards to the 2003 changes in the Master Contract.

3. Certificated personnel working the eleventh or twelfth month in the summer program shall be paid on the above salary schedule according to their degrees and contractual status.
4. Part-time instructors in the adult schools who are certificated shall be paid on an hourly basis on the above salary schedule according to their degrees and contractual status.
5. Effective August 11, 1987, up to 3 years of honorable active duty military time may be used for credit for years experience on the salary schedule, provided the teacher has successfully completed 22 years of service in Santa Rosa County. Military time shall not be credited more than one time. Application and proof of military service must be made by September 1 of the year credit is being granted.
6. Personnel employed as a result of a contract with an outside agency shall be paid as specified in said contract, or from the regular salary schedule in the Master Contract based on degree and experience, whichever amount is greater.
7. Ten month employees with 12 monthly payments will receive their three summer checks on or before normal June payday.
8. For teachers hired before January 7, 2003, a maximum of five (5) years of verified experience outside the State of Florida or in private school will be allowed upon initial employment in Santa Rosa County. For each additional year of full-time teaching experience earned in Santa Rosa County, one (1) additional year of out-of-state or private school experience will be credited until a maximum of ten (10) years is reached. However, all out-of-state or private school experience allowed for salary purposes must meet the criteria below:
 - a. Credit for prior teaching experience outside the State of Florida shall be given for 1) public schools; 2) special state supported schools; 3) state colleges or universities; 4) state supported community junior or senior colleges and 5) schools and colleges supported by the Federal government and possessions of the United States.
 - b. Credit will be given for prior teaching experience in a private school provided the school is accredited by the Southern Association of Colleges and Schools or another regional association of colleges and schools or the state where the experience was received.

9. For teachers hired on or after July 1, 2001, for purposes of pay, the Santa Rosa County School Board shall recognize and accept each year of full-time public school teaching service earned in the state of Florida which the employee received a satisfactory performance evaluation. It shall be the responsibility of the teacher to (a) verify all public teaching experience and (b) provide documentation of evaluations for all of the years of verified experience.
10. For teachers hired on or after January 7, 2003, for purposes of pay, the Santa Rosa County School Board shall recognize and accept each year of full-time public school teaching service earned outside the state of Florida and for which the employee received a satisfactory performance evaluation. It shall be the responsibility of the teacher to (a) verify all public teaching experience and (b) provide documentation of evaluations for all of the years of verified experience.
11. One thousand seven hundred seventy-six dollars (\$1,776.00) shall be added to Step 25 each year after the salary schedule has been created through the normal indexing process.
12. Re-employed retirees of any state's retirement system that includes teachers hired after September 30, 1994 shall be allowed a maximum of five (5) years of verified experience upon initial employment in Santa Rosa County. For each additional year of full-time teaching experience earned in Santa Rosa County, one (1) additional year of verified experience will be credited until a maximum of ten (10) years is reached.

In August of 1997 a Memorandum of Agreement was signed to allow the School Board to recognize the ***“Educational Leadership: Education & Training Management Subspecialty in Instructional Technology”*** master's program at the University of West Florida for the purpose of receiving credit for a master's degree on the salary schedule.

The money stated by the board under the Safety Incentive Plan approved by the Board on August 28, 2003, shall be paid to eligible employees in the form of a check with the board paying the required employee/employer social security and Medicare taxes in addition to the amount stated in the program.

APPENDIX E—Supplements—2004-2005

<u>SPORTS:</u>	HEAD	ASS'T
Football, Basketball, Baseball, Track, Wrestling, Athletic Director Softball	.16	.10
Soccer, Volleyball	.12	.09
All others	.08	

1. No more than three (3) supplements will be paid to any individual for athletic activities.
2. The maximum per person shall be 0.36.
3. All coaches who start receiving a supplement during or after the 1985-1986 school year shall resign their teaching position if they resign their coaching position. They may be transferred to another position in that school or to another school in the county if a vacancy exists. If a person has been receiving a coaching supplement for a sport for the seven (7) consecutive years prior to the beginning of the 1985-1986 school year, he/she shall be exempt from the resignation requirement providing there has not been a break in the coaching supplement. If a person who is exempt quits coaching then he/she shall lose their exemption if he/she resumes coaching.

OTHERS:

Agriculture, High with FFA	.10	Cheerleader Sponsors-Football & Basketball:	
Band Director, High School	.21	1. Varsity	.16
Ass't Band Director, High School	.12	2. Jr. Varsity	.10
Band Director, Middle School	.08	3. Ninth Grade	.10
Drama Director, High School	.05	Cheerleader Sponsors-Football or Basketball:	
Performing dance, High School	.05	1. Varsity	.10
Chorus, High School	.05	2. Jr. Varsity	.05
Annual Sponsor, High School	.05	3. Ninth Grade	.05
Annual Sponsor, Others	.03		
Newspaper Sponsor, Middle/High	.03		
Forensic Sponsor, High School	.05		
Choral Director, High School	.05	Choral Director, Other	.03

1. High School Drama, Dance, and Choral Directors shall present two (2) productions per year. Each production shall be full length, with paid admission, open to the public and not held on school time.
2. Elementary school choral directors will not have to participate in the Florida Vocal Association contests, but will have to document at least fifty (50) hours of after school student contact. The supplement will be paid at the end of the school year upon verification by his/her principal.

The following positions will no longer be supplemented. However, personnel who were receiving one of these supplements as of August 22, 1985, shall be eligible to continue receiving the supplement as long as they retain that position.

Home Economics	.05	D.C.T.	.08
Speech therapist	.10	Curriculum Coordinator	.10
Guidance Personnel	.10	Psychologist	.08

1. All percentages shall be based on the prior year beginning salary for Bachelors Degree. (\$ 26,975.00 for 2004-2005).
2. All supplements for 10-month personnel are based on a 196-day work year, those for 12-month

personnel are based on a 245-day work year.

3. All personnel receiving supplements shall be required to sign a contract covering the responsibilities for supplemental pay. Job descriptions covering responsibilities are included in the contract.
4. Department heads or grade level chairpersons responsible for as many as five (5) teachers should be provided one (1) period of duty time daily to attend to departmental or grade level affairs.
5. Junior and senior sponsors should be provided with duty time commensurate with demands upon the sponsor.
6. Club sponsorship is considered a part of regular teaching duties.

Appendix F—INSTRUCTIONAL REQUEST FOR REASSIGNMENT

72-04-08
11/12/03

FORM MUST BE GIVEN TO THE ADMINISTRATOR AT THE TEACHER'S CURRENT SITE

SCHOOL BOARD OF SANTA ROSA COUNTY

REASSIGNMENT: The movement of an employee from one work assignment to another work assignment within current work site only.

DATE: _____

I hereby request to be reassigned as follows:

FROM: _____ Assignment (Be specific – grade level, subject)

TO: _____ Assignment (Be specific – grade level, subject)

CERTIFICATION: _____

Type or Print Name

Signature

School/Department

TO BE COMPLETED AFTER REASSIGNMENT IS APPROVED

Effective Date of Reassignment _____

APPROVED:

_____, Administrator

_____, School/Dept.

Date: _____

Copies to: Personnel File
Work Site File