

# FINAL TEA CONTRACT

2021-2022

2020-2023  
Collective Bargaining Agreement  
Between  
The District School Board of  
Taylor County, Florida  
And  
The Taylor Education Association  
FEA  
with revisions

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*Master Teacher Contract  
With 2020-2021-revisions*

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## PREAMBLE

This Agreement, entered into this \_\_\_\_<sup>th</sup> day of November, 2021 by and between the District School Board of Taylor County, Florida, hereinafter called the "Board," and the Taylor Education Association, an affiliate of the Florida Education Association, the American Federation of Teachers, The AFL-CIO, and the National Education Association, hereinafter called "The Association."

## ARTICLE I RECOGNITION

The Board recognizes the Association as the duly elected representative for all full-time and part-time employees of the School Board employed as professional, certified, non-administrative employees in the following job categories: classroom, special or project teachers, speech therapists, psychologist, media specialists, resource/discipline teachers, counselors, occupational specialists, social workers, but excluding superintendents, assistant superintendents, principals, directors of instruction and non-instructional employees.

The term "Employee" when used hereinafter in this Agreement shall refer to all professional members of the instructional staff represented by the Association in the bargaining unit as defined above.

## ARTICLE II NEGOTIATIONS PROCEDURES

SECTION A – Both parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law 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. Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except in such cases where both parties mutually agree that the terms of this Agreement cannot be fulfilled.

SECTION B – In any negotiations, described in this Agreement, neither party shall have any control over the selection of the negotiation representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the employees of the bargaining unit but the parties mutually pledge that their representatives shall be clothed with all necessary powers and authority to make proposals, consider proposals, and make concessions in the course of the negotiations.

SECTION C – The Board and the Association will share any costs incurred through fact-finding equally.

SECTION D – Both parties agree to reconvene their respective representatives on or before June 30<sup>th</sup> to establish a date for the beginning of negotiations.

## ARTICLE III ASSOCIATION AND EMPLOYEE RIGHTS

SECTION A – The Board hereby agrees that every employee hired by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in negotiations and collective bargaining. As a duly elected body exercising governmental power under cover of law of the State of Florida, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by this Agreement, Laws of Florida, or in the Constitutions of Florida and the United States; that it will not discipline or discriminate against any employee by reason of membership in the Association, or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement.

SECTION B – Nothing contained herein shall be construed to deny or restrict to any employee rights under the Florida and U. S. Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

SECTION C – The Association and its representatives shall have the right to use school buildings for meetings. When special custodial services are required, the Board may charge expenses for services and materials. All Association meetings shall be scheduled so as not to disrupt the educational process. All meetings will be scheduled in advance with the building's supervisor.

SECTION D – The Association and its representatives shall have the right to use school facilities. The Association shall pay the cost of all materials and supplies incident to such use. Use of facilities and equipment will be scheduled in advance with the building's supervisor.

SECTION E – The Association shall have the right to post notices of activities and matters of Association concerns on bulletin boards assigned by the principal at each site. These boards will be maintained by the Association in designated areas easily accessible to all instructional personnel. Only official Association notices may be posted. Prior to the posting of notices, a copy will be given to the building supervisor for approval.

SECTION F – Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on school property, provided that they make themselves known to the building's supervisor or designee and provided that this shall not interfere with or disrupt normal school operations.

SECTION G – The employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee.

SECTION H – The Board agrees that it will in no way discriminate against any employee covered by this Contract because of their race, creed, religion, color, national origin, or ancestry, age, sex, marital status, sexual orientation, physical characteristics, disability or status as a veteran, except where applicable by law.

SECTION I – The Board shall place as an item on the Agenda of each Regular or Special School Board Meeting any matters brought to its consideration by the Association so long as those matters are made known to the Superintendent's Office seven (7) days prior to the said meeting.

SECTION J – The Board shall deduct from the pay of each employee, all membership dues of the Association, provided that at the time of such deduction there is in the possession of the Board, a written authorization for dues deduction, executed by the employee, in the form and according to

terms as established herein, annexed Appendix A, or obtained through your association representative. Such authorization shall continue in effect from year-to-year thereafter.

1. Pursuant to such authorization, the Board shall deduct such sum as authorized in one (1) full payment or in equal monthly payments from the employee's regular salary check beginning with the salary check received by the employee in the month following the date of authorization.
2. Authorization for dues deduction is revocable upon written request by the employee to the Board and the Association on the form mutually agreed to by the Board and the Association. The revocation authorization for dues deduction will be effective thirty (30) days from the written request.
3. All dues deducted by the Board shall be remitted to the Big Bend Service Unit of the Florida Education Association in not less than one monthly installment.
4. The Association shall indemnify and save harmless the Board from any and all claims, demands, suits, and costs incurred in connection with any such claim, demand, or suit, resulting from any action taken or omitted by the Board for the purpose of complying with the provisions of this section.
5. The Board is expressly prohibited from any involvement in the collection of fines, penalties, or special assessments.

SECTION K – Upon appropriate written authorization from the employee, the Board shall deduct from the salary of the employee, make appropriate remittance for annuities, credit union, savings bonds, insurance or any other plans or programs jointly approved by the Association and the Board, provided any such program shall have a minimum of fifteen (15) participants. The Association may use a common remitter to achieve the minimum number of participants.

SECTION L – When it is necessary for the Association President or designee to engage in Association activities directly relating to the Association's duties as representative of the certificated professional personnel, which cannot be performed other than during normal school hours, or are the result of an emergency situation, the Association's representative shall be given such time without loss of pay, as is necessary to perform any such activities, upon approval of the immediate supervisor.

SECTION M – The Association and/or other Association representatives shall be allowed to visit schools to investigate employee conditions, employee complaints, problems, or for other purposes, relating to Association affairs, as with all visitors on any campus the Association Representative must sign in at the main office.

SECTION N – The Association Faculty Representative shall be given an opportunity at each building faculty/team meeting to present brief reports and announcements.

SECTION O – The Board may consult with the Association on any new or modified fiscal, budgetary, or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication. The Board shall not submit any proposal for additional operation or capital millage without prior consultation with the Association.

SECTION P – The Association will be permitted use of teacher mail boxes and or e-mail for the distribution of materials related to Association business provided that the Association will be responsible for distributing such items. The Superintendent will be provided a copy of any item

intended for distribution by such methods, prior to distribution. Any political activities are expressly prohibited.

SECTION Q – To the extent permitted by law, teachers will be notified of inquiries and/or investigations pertaining to the teacher, made to the school system by outside agencies. Any investigation by any law enforcement agency or the Department of Children and Families is specifically excluded from this notification.

SECTION R – If the principal does not intend to recommend a teacher on probationary contract status for reappointment or for a nonprobationary status contract, the teacher will be informed in writing at least six (6) calendar weeks prior to the last day of post-planning.

SECTION S – A teacher, excluding teachers on continuing contract, may be suspended or dismissed at any time during the term of the contract for just cause. The District School Board must notify the employee in writing whenever charges are made against the employee and may suspend such person without pay; but, if the charges are not sustained, the employee shall be immediately reinstated, and his or her back salary shall be paid. If the employee wishes to contest the charges, the employee must, within 15 days after receipt of the written notice, submit a written request for a hearing. Such hearing shall be conducted at the district school board's election in accordance with one of the following procedures:

1. A hearing conducted by an Administrative Law Judge assigned by the Division of Administrative Hearings of the Department of Management Services. The hearing shall be conducted within 60 days after receipt of the written appeal in accordance with Chapter 120. The recommendation of the Administrative Law Judge shall be made to the District School Board. A majority vote of the membership of the District School Board shall be required to sustain or change the Administrative Law Judge's recommendation. The determination of the District School Board shall be final as to the sufficiency or insufficiency of the grounds for termination of employment.

Any such decision adverse to the employee may be appealed by the employ pursuant to §120.68, provided such appeal is filed within 30 days after the decision of the District School Board.<sup>1</sup>

SECTION T – A teacher who is under professional services contract may be suspended or dismissed at any time during the school year pursuant to § 1012.33(3)(e) Florida Statute.

SECTION U – Administrators will not reprimand a teacher in the presence of students, parents, other faculty, or staff members. Witnesses present at the teacher's and/or administrator's request will not constitute violation of this section.

SECTION V – Whenever circumstances necessitate the closing of a school or schools for emergency reasons and Florida Statute(s) or SBE rule dictate that the day(s) must be rescheduled, the superintendent will exercise good faith in rescheduling to communicate with administrators and the association to ensure that the rescheduled day does not conflict with previously scheduled conferences, seminars and the like.

SECTION W – Teachers will not be required to interrupt lessons to participate in parent/teacher conferences. Parent/teacher conferences will normally be scheduled no earlier than the day following a parental request unless the teacher agrees to an earlier time. Prior notice will be provided teachers of scheduled conferences. A teacher may end a conference between the teacher and the parent(s) if the parent(s) is abusive. The teacher shall report the incident to the

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<sup>1</sup> §1012.33(6)(a) Florida Statutes



principal and request rescheduling of the conference with administrative participation. During this rescheduled conference or subsequently rescheduled conference(s) the teacher may request that the conference(s) be stopped and rescheduled if the parent(s) is/are again abusive. The administrator participant(s) will not unreasonably deny such a request. Abusive behavior will include: threat(s) of violence, assault(s), continuing use of profane language and obscene gestures.

SECTION X – The Association and the employer will work collaboratively to comply with any Federal or State law that has an adverse impact on any bargaining unit member.

## **ARTICLE IV INSURANCE**

SECTION A – The Board shall contribute \$3,450.00 annually toward the employee's insurance benefits.

SECTION B – In the event that the annual premium rate is increased, the Superintendent shall, notify the Association President and further, the Superintendent or designee and the Association shall meet within five (5) working days from notification of the rate increase to develop mutually agreeable recommendations for Board action.

SECTION C – The Association and the Board shall establish an insurance study committee composed of three (3) members appointed by the Superintendent and three (3) members appointed by the Association. The duties of this committee shall be:

1. Monitor the current plan and report semi-annually to the Board and Association.
2. Study and develop recommendations regarding specifications for insurance bids.
3. Study and make recommendations to the Board and Association regarding insurance coverage.

## **ARTICLE V EMPLOYEE CONDITIONS**

SECTION A – The Board and the Association acknowledges that an employee's primary responsibility is to teach. Therefore, the Board agrees that non-instructional personnel shall assist employees, when possible, with non-teaching, supervisory responsibilities.

SECTION B – The building administrator shall provide a duty-free lunch period. The period designed for lunch shall be not less than thirty (30) and not more than sixty (60) consecutive minutes in length. The length of the teaching day shall be seven and one-half (7½) hours.

SECTION C – Within the first sixty (60) days of the employee contract year, each site administrator shall provide to employees at the site a copy of the plan for implementing compensatory time at that site that is consistent with the provisions of this Section. Such plan shall be developed in cooperation with the TEA President for each site. Compensation time shall be granted when the following provisions are met:

1. The time for which compensation is requested must be beyond the normal teaching day, 7-1/2 hours, unless specific duty is assigned or requested on a regular basis by the administration or designee.
2. Specifically the building administrator must assign additional time as required or essential to the stated objectives of a course or program.
3. Compensatory time will not be granted for activities associated with recognized, supplemental positions (coaching, cheerleading, etc.)
4. At the administrator's discretion and upon appropriate District consistent documentation, compensatory time may be reduced by the amount of released time granted for personal business (doctor's appointments, family problems, registration, etc.). The District form for compensatory time will be made available through your building administrator.
5. Remuneration for compensatory time shall be paid at the employee's specified hourly rate of pay and will be automatically submitted by the immediate supervisor with the current payroll for the month in which it is earned unless the employee specifically requests via email or in writing that it be saved for use as release time as noted above.
6. The following is a list of activities for which compensation time can be earned, but is not limited to these:
  - a. PTO Activities
  - b. Open House.
  - c. Awards Ceremonies.
  - d. Graduation.
  - e. Faculty meetings, beyond 7-1/2 hour day.
  - f. Chaperone activities, beyond 7-1/2 hour day.

SECTION D – The Board shall make available in each school adequate restroom and lavatory facilities, exclusively for employees' use and at least one room that shall be reserved for use as a faculty lounge. This room shall be air conditioned and furnishings will include, but will not be limited to tables, chairs and space for a professional library to contain copies of the TEA Contract, TEC Handbook, Administrative Board Policies, and Florida Statutes. Computer and printer technology shall be made available, as soon as practicable.

SECTION E – Adequate telephone facilities shall be made available to employees. The building administrator, upon request, will provide accommodations for private telephone conversations to the best of his/her ability.

SECTION F – A conference room shall be provided in each school for necessary employee conferences with parents or students.

SECTION G – Employee participation in after-school activities for which no additional compensation is paid shall be strictly voluntary.

SECTION H – Faculty meetings or other meetings, conferences, or inservice, in each school shall not detain an employee in excess of seven and one-half (7-1/2) consecutive hours at school without compensation as defined in Section C herein.

SECTION I – Observations of an employee's class by persons other than school administrative/supervisory personnel and school officers shall be allowed only after consent has

been granted by the building principal and the teacher has been notified at least twenty-four (24) hours in advance, unless such period is less by mutual agreement of the employee

SECTION J – Every effort shall be exerted by the building supervisor to ensure that classrooms in which classes are being held shall be free from unnecessary interruptions by maintenance, custodial or construction workers, intercommunication systems, or other such disturbances.

SECTION K – Department or team leaders shall be given released time from teaching the equivalent of up to 2.5 class days per school year or remuneration as specified in Article V Section C, Provision 5. Department or grade level chairpersons are those personnel who are assigned the duties of holding grade level or department meetings, preparing agendas and minutes, disseminating pertinent information to grade level or department members and other duties as assigned. The chairperson shall make appropriate arrangements for released time with the building administrator two (2) working days in advance. Such chairpersons shall not be defined as administrative or supervisory employees.

SECTION L – Custodial service shall be provided by the Board to maintain classrooms and other learning areas of each school in a clean condition.

SECTION M – Heating and air conditioning equipment shall be maintained in each school to provide a comfortable temperature to the extent mechanically possible. This section shall not preclude the Board from making needed adjustments to heating and cooling systems for energy conservation purposes.

SECTION N –In accordance with the daily schedule of each school center, the building administrator will make every reasonable effort to provide a period of time. Each employee will be provided duty free time for employee preparation, planning and/or relief. The administrator and employees will cooperatively determine the length and placement of this released time for each employee.

SECTION O – The Board agrees to provide each employee with materials required in the daily operation of the classroom, including but not limited to, a key (where applicable) to each classroom in which he/she teaches, a lockable in-class security area, a white board and a copy of the employee's edition for all texts used in each course being taught.

SECTION P – When school is not in session, employees shall be given access to their work area and/or room by arranging such access with the principal. Such access shall not be granted to conduct personal business.

SECTION Q – Employees shall be provided a safe, healthy work environment as defined by Florida Statutes or Department of Education Regulations.

SECTION R – The Board shall provide smocks and safety glasses for those employees assigned to subject areas where a high incidence of irreparable damage to clothing or physical well-being can be expected.

SECTION S – As often as is practicable, the immediate supervisor shall reduce the responsibilities of employees to collect and/or process monies. In such cases, provisions shall be made to conduct financial transactions through front office personnel responsible for accounting for monies collected and deposited for the Cost Center.

## ARTICLE VI EMPLOYEE APPRAISAL

The Board and the Association recognize that an effective assessment procedure is essential to the continued professional growth of employees and to insure competence and effectiveness in the performance of all instructional personnel. It is further understood that the responsibility for employee assessment rests solely with the administration and that responsibility will be carried out in a fair and consistent manner utilizing the following guidelines.

SECTION A – During pre-planning, or at the commencement of employment, all employees will be provided a copy of the School Board of Taylor County Performance Appraisal System Manual (pending final approval from the Florida Department of Education and herein after referred to as "The Manual") any changes must be fully negotiated and ratified by both parties. This distribution shall be accompanied by a thorough explanation, demonstration and discussion of the evaluation process. Every effort will be exerted by the building principal to ensure that all class loads will be equitably assigned with regard to student characteristics such as discipline issues, attendance, poor past test performance, or other characteristics which might impact the teacher's ability to impact the highest performance. Additionally, number of preparations per teacher at each site will be assigned so that teachers have an equal and manageable number of preparations.

SECTION B – Assessment of instructional personnel shall be based on observations of the employee's work by the administration as described in "the manual". The number of formal and informal observations shall be determined by the administration in "the manual". Formal classroom observations shall occur when the administrator visits the classroom after having identified the weeks within which the observation will take place. Informal observations shall be any other observation of an employee's performance during work or assigned duty hours. When an administrator observes during an informal observation that the employee's performance needs to improve, the employee shall be notified in writing, of the behavior observed and instructed how to improve. The written evaluation of a formal observation will include statements of strengths, deficiencies, desired improvements, suggested methods to improve, the assistance provided by the administration, length of time in which to achieve the improvements and consequences that may occur if the improvements are not achieved.

SECTION C – All instructional employees will be formally assessed at least once during the year, prior to the conclusion of the contract year. There shall be no limit to the number of observations, either formal or informal, made by the administration. Observations may be conducted by Assistant Principals, however the final observation must be conducted by the principal. All formal observations for the purpose of evaluation will be scheduled in advance with the teacher for a specific day and time. All visits to the classroom may be considered part of the assessment process. The formal scheduled assessment shall be for a period of not less than thirty (30) minutes in length.

SECTION D – All observations for purposes of evaluation shall be conducted openly and with knowledge of the employee. Within five (5) days following each unscheduled visitation or observation for purposes of evaluation, the assessment results and/or observations shall be reduced to writing and reviewed by the employee and administrator. Written documentation of such review shall be signed and dated by both the administrator and the employee and a copy given to each. Disciplinary actions, including discharge, demotion, reprimand, or change in assessment shall be for fair and just cause.

SECTION E – Within seven (7) working days of the formal scheduled assessment, the administrator shall complete the assessment form and discuss the assessment with the employee. The written assessment shall cite deficiencies of performance, if any, and recommendations for correction.

The evaluator shall recommend a reasonable prescribed period of time for the correction of deficiencies and provide appropriate assistance in the correction process. Each assessment shall state the consequences that may occur if deficiencies are not corrected within a reasonable, prescribed period of time. Both parties will sign the form indicating their awareness of its contents, following which; one copy will be given to the employee and one copy forwarded to the Office of the Superintendent.

SECTION F – The signature of the employee on the Assessment Form or other documentation of observations indicates only that he or she has read the form and is familiar with its contents, not necessarily that the employee agrees or accepts the assessment as accurate. A teacher shall not be requested nor required to sign a blank or incomplete form. Within ten (10) workdays following receipt of the evaluator's written assessment, the employee shall have the right to submit a written response to the assessment and such response shall be attached to the assessment and become a permanent part of his/her personnel file.

SECTION G – The assessment file shall be accessible only to the employee, the administrator, Superintendent, School Board or other persons authorized by the Superintendent or employee, unless otherwise provided by law. No teacher shall receive adverse comments from any observer in the presence of pupils or faculty members. All comments regarding a teacher's professional performance shall be communicated directly to the affected teacher. Written records shall be maintained. Evaluation shall involve only the evaluator and employee.

SECTION H – All employees shall be fully informed of the assessment criteria and procedures prior to October 1, in the context of a formal orientation sessions(s) designed for this purpose. Such orientation(s) will be completed prior to the implementation of the annual assessment process. All employees must be trained in the observation and evaluative techniques used for the "Teacher Evaluation Report."

SECTION I – Under no circumstances will members of the Association's Bargaining Unit be permitted to complete and/or participate in the teacher evaluation form.

SECTION J – It is the responsibility of the evaluator to apprise the Employee of the data which led to the evaluation. The employee has the right to challenge the accuracy of the data through the grievance procedure. Such grievances shall involve ratings deemed effective, unsatisfactory or needs improvement/developing (used for teachers in their first three years of employment) or in cases where there is insufficient explanation during the evaluation conference.

SECTION K –

1. In accordance with Florida Statute 1012.34 regarding performance assessment, instructional personnel with an effective or higher rating will receive their salary adjustment. Annual Contract teacher will have contracts renewed for the subsequent year provided the following criteria have been met in the current school year.
  - a. Received a score of Effective on the Instructional Practice portion of the evaluation for 2 consecutive years;
  - b. Received an Effective or higher score on the Student Growth portion of the evaluation for the year immediately preceding the current school year;
  - c. Received no indicators marked Unsatisfactory and no more than two indicators of Needs Improvement on the final Instructional Practice portion of the evaluation for 2 consecutive years;
  - d. Received no written disciplinary action for the current school year.

Annual Contract renewal decisions will be made no later than six (6) weeks prior to the end of the school year.

SECTION L – Whenever a teacher is required to appear before the principal, superintendent or Board for the express purpose of discussing matters that question the teacher’s professional responsibilities or instructional competency, the teacher and the TEA shall be given no less than 48 hours written notice of the purpose of such meeting or interview and shall be entitled to have a representative of his/her choice present to represent him/her during such meeting or interview.

SECTION M – The evaluation of teachers will be based on student performance data and teacher performance as noted on the mutually agreed upon evaluation instrument. Teachers will be provided in writing a roster of the test/assessment results along with student names for those students whose test/assessment results are being used in the evaluation, and will be allowed to verify the student names prior to the results being used in the evaluation. Every effort will be made to ensure that all of a teacher’s students are included in the student performance portion of the evaluation, and that no student’s performance will be included who is not verified by the teacher as being his/her student.

## **ARTICLE VII EMPLOYEE AUTHORITY AND PROTECTION**

The Board recognizes the necessity for provision of measures to ensure both the authority and personal protection of each member of the instructional and administrative staff. It is therefore agreed that whenever and wherever possible, issues of this nature will be characterized by cooperative efforts and mutual support between and among the various levels of District education personnel.

SECTION A – Any case of assault upon an employee shall be reported promptly to the Board or its designee by that employee or any other employee observing or having knowledge of the assault. In cases involving assault by a student upon an employee, where said employee is determined by the Administration to be free from fault, and where said employee has filed civil charges, the Board will advise the employee of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the employee in connection with the handling of the incident by Law Enforcement and Judicial authorities.

SECTION B – Any party or other person not subject to the discipline of the school who assaults any person employed in an instructional capacity on school property at a school function shall be referred for prosecution.

SECTION C – Any person who upbraids, abuses, or insults any employee on school property or in the presence of the pupils at a school activity, or any person not otherwise subject to the rules and regulations of the school who creates a disturbance on the property or grounds of a school or any activity thereof shall be referred to Law Enforcement. This section shall not apply to any pupil in, or subject to, the discipline of a school.

SECTION D – An employee may use such force as is deemed reasonable in protection from attack or to prevent injury to another student or fellow employee.

SECTION E – Any employee subpoenaed to appear before a judicial body or legal authority as a result of conditions described in Section A, B, C or D of this Article shall be entitled to leave of absence as outlined under provision for jury duty leave, provided under this Agreement.

SECTION F – Where an employee is adjudged guilty of a criminal charge or has judgment entered against him/her, the Board has no further responsibility for pay or loss of accumulated leave.

SECTION G – No complaint by a parent or a student directed toward an employee shall result in formal disciplinary action without the employee first being given an opportunity to respond at an informal level. An employee shall be entitled to have a representative of the Association present when formal action of a disciplinary nature is anticipated for any infraction of rules or delinquency in professional performance. It is the prerogative of the administration to investigate any such complaint and to take any action it deems necessary to bring such complaints to resolution in the best interests of the pupil.

SECTION H – If an employee is complained against or sued as a result of any action taken by the employee while in the pursuit of employment, the Board will underwrite the cost of legal counsel for cases of tort liability, provided that, in the opinion of the Board, the employee was at his/her assigned post and was not guilty of willful neglect of duty, gross negligence or improper conduct.

## **ARTICLE VIII SCHOOL DISCIPLINE**

SECTION A – Pupil discipline, as used herein, shall mean the expectation and enforcement of a reasonable standard of orderly student behavior to permit effectuation of the educational program.

SECTION B – Students shall be disciplined in accordance with Florida Statutes and the Student Code of Conduct.

SECTION C – The Board agrees to give support and assistance to employees with respect to control and discipline in the classroom. The Board further agrees to provide a written statement governing the use of punishment of students. In keeping with those guidelines an employee may impose customary appropriate classroom discipline where necessary as defined in Board Policy.

SECTION D – The Board recognizes the lawful right of an employee to protect him/her self or a student in a case of unavoidable physical assault. In any case where an assault occurs during an employee's performance of assigned duties, such assault shall be reported to the building administrator and other authorities immediately.

SECTION E – An employee may exclude a pupil from class in accordance with Florida Statute 1003.32 when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the employee will direct the student to the designated school discipline official accompanied by a written description of the nature of the offense on the Conduct Report Form, a copy of the form shall be made available on line. Upon action by the disciplinary officer, one copy of the form shall be returned to the involved employee and one copy shall be retained in the disciplinary files.

SECTION F – Procedures for suspension and expulsion shall be made available on the District website.

## **ARTICLE IX LEAVES OF ABSENCE**

SECTION A – Military Leave: Military leave will be granted to an employee who is required to serve in the Armed Forces of the United States of America, in fulfillment of obligations incurred under the

Selective Service Laws or because of membership in the reserve of the Armed Forces or the National Guard, and may be granted at the discretion of the Board, without pay, to any employee volunteering for military duty. An employee granted military leave shall, upon completion of service, be returned to the same or similar position. An application for reemployment shall be 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 Board shall have a reasonable time, not to exceed six (6) months to re-assign the employee to duty in the school system. Compensation allowed during military leave shall not exceed seventeen (17) days as provided in Section 115.07, Florida Statutes. Military leave may not be counted in determining a year of service for Professional Services Contract.

SECTION B – Extended Personal Leave: Any employee desiring personal leave shall make a written application for such leave. The employee shall not be entitled to compensation while on extended leave. All extended leave will be granted at the discretion of the Board.

No leave shall be granted for a period greater than one (1) year. Any employee who has been granted an extended leave shall be responsible for initiating a request for return to duty. Such request must be made within 60 days prior to expiration of the requested leave.

Personal leave may not be counted in determining a year of service for Professional Services Contract purposes, or for movement from one salary level to another. Under no circumstance will a second year of leave of absence be awarded. Should the employees not return following the one year of allowed leave, a letter of resignation will be required or the employee will be considered to have abandoned the position and will be terminated.

Any employee shall be returned to the same or similar position.

SECTION C – Parental Leave: Any employee or his/her spouse shall be granted leave without pay, not to exceed one (1) year, incident to the birth or adoption of a child, as provided herein. The application for such leave must be accompanied by a licensed physician's statement attesting to the pregnancy of the applicant or the spouse of the applicant, the probable term thereof and the recommended period of confinement, or, in the case of adoption, by satisfactory evidence of the date custody of the child shall be given to the applicant.

Upon the filing of an application for parental leave, the employee and the principal shall mutually determine the commencement date for such leave, based on evaluation of the capacity of the prospective mother to discharge her employee duties and/or the expected date of birth or receipt of custody of the child to be adopted. The leave shall continue for the remainder of the school year, unless otherwise requested by the employee and approved by the School Board.

Any employee shall be returned to the same or similar position.

At the employee's option, all or any portion of leave taken under this section may be charged against his/her accrued sick leave. While on leave, the employee shall have the option to remain an active participant in the comprehensive health insurance program by contributing "hereunto the total amount required for participation."

SECTION D – Personal Leave: Six (6) days of personal leave with pay will be allowed for all employees each school year, provided that such days shall be charged to accrued sick leave and provided further in determining a year of service. Personal leave not in excess of six (6) days shall be subject to approval by the Superintendent, but if in excess of six (6) days shall require approval of the School Board.



SECTION E – Leave for Political Campaign: An employee who desires personal leave to seek election to office shall file an application for leave. The Board will grant such leave for the duration of the political campaign. Such leave will be without compensation.

SECTION F – Any employee requesting an extended personal leave and receiving approval for such will leave any necessary lesson plans with materials needed to follow such plans for a period of not less than 10 school days.

SECTION G – Continuation of payments for payroll deductions during extended leaves shall be made by direct payments by the employee to the School Board. Payments may be made on a monthly basis or on a mutually agreeable schedule made in writing between the school employee and the finance director. Under no circumstances will the employer pay insurance contributions on behalf of an employee for an extended leave in excess of one (1) year.

Extended leave shall not be granted for alternative employment.

SECTION H – Family and Medical Leave.

Eligibility: Employees who have been employed by the District for a minimum of twelve (12) months and who have worked at least 775 hours or sixty (60) percent of the hours in the employee's annual appointment, whichever is greater, during the preceding twelve (12) months of employment, are eligible to request unpaid family and medical leave. Request for Family and Medical Leave. Employees requesting such unpaid leave for serious personal or family illness are entitled to continued Board contributions to insurance programs for up to twelve (12) weeks. Employees wishing to receive this benefit must identify their leave request as Family and Medical Leave and submit a completed "Certification of Physician" form with their family and medical leave request.

SECTION I – Military Caregiver and Qualifying Contingency Leave. An employee who is a caregiver of a of a relative who suffers serious injury or illness during active military duty, or who has a qualifying exigency as a result of a family member being on active duty in the National Guard or Reserves in support of a contingency operation, may qualify for a category of FMLA leave as described in District Policy.

## **ARTICLE X PAID LEAVES**

SECTION A – Sick Leave:

1. Any employee employed on a full-time basis shall be entitled to four (4) days of sick leave at the beginning date of first employment during each contract year and thereafter shall accrue one day of sick leave for each month of employment, which shall be credited to the employee at the end of the month and which may not be used prior to the time it is earned and credited to the employee; provided that no employee may earn more than one (1) day of sick leave, times the number of months of employment during the school year. Such leave shall be cumulative from year-to-year without limit as to the number of days that may be accrued. Such leave shall be taken only when the employee is unable to perform his duty because of personal illness or death of father, mother, brother, sister, husband, wife, child, or other close relative or member of his/her household. Any leave charged against accrued sick leave shall be with full compensation.
2. A claim for sick leave shall be filed through the administrator to the Superintendent by no later than thirty (30) days after the employee returns to duty. The claim shall be in writing and shall set forth the days absent. The claimant certifying that the facts are true and

correct and that the claim is valid and legal shall duly sign it. The Superintendent may require a certificate of illness from a licensed physician or from the County Health Officer. No employee shall receive compensation for work until such requirements have been met.

3. All unused, accumulated sick leave acquired by an employee in another district, or districts, shall be accepted by this school district upon the employment of an employee formerly employed in another district, but shall be credited to his/her account only as he/she earns equal leave time in Taylor County. Such transferred sick leave shall be in addition to that sick leave to which the employee is entitled from this school district.
4. Employees must attain at least eight (8) days of unused sick leave to be eligible to participate. The employee, at their option, may sell back to the Board two (2) of the unused sick days at 80% of their value. The sick days remaining will be credited to their sick leave account.
5. Sick Leave Transfer: An employee may transfer earned sick leave to anyone who is also employed by the District under the provisions of Florida Statute 1012.61, (5e) and District Policy and related procedures.

#### SECTION B – Illness-in-Line-of-Duty-Leave:

Any employee 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 the discharge of his/her duties or because of illness from a contagious or infectious disease contracted in his/her work when the District's workers' compensation insurer deems such illness or injury compensable. 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 that the following conditions are met:

1. The Administrator or the Superintendent shall be notified as soon as the injury or illness occurs.
2. The employee shall file a written claim signed by the Administrator 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 case of a claim relating to a contagious or infectious disease, the employee shall file a statement from a licensed physician certifying that the contagious or infectious disease was contracted at school during the time the employee was engaged in school work.
4. After determining that the claim correctly states the facts and is valid, the School Board will approve the leave.
5. Any employee who has suffered a compensable leave shall be paid exclusively by the District's Worker's Compensation carrier.
6. Any employee granted leave as herein provided who has used the ten (10) days as provided by law may be granted additional leave by action of the School Board as hereinafter prescribed:
  - a. The employee shall file a certificate signed by a licensed physician stating that the employee is unable to return to duty because of the injury or illness for which the initial leave is granted.

- b. The employee shall agree to file a medical report at such intervals as the Superintendent may direct showing that the employee is unable to perform their contractual duties.
- c. The employee shall not engage in any type of work for which he/she will receive remuneration.
- d. The employee shall have used all vacation leave and all accrued sick leave, except for a reserve of not more than ten (10) days.
- e. When the above conditions are met and on the recommendation of the physician, the employee will be allowed additional illness-in-line-of-duty leave not to exceed sixty (60) days, provided that the employee is under contract during the time of such leave and compensation.
- f. An employee will not be entitled to any illness-in-the-line-of-duty leave once it has been determined that such employee has reached maximum medical improvement for the injury or illness for which the leave was granted, and all workers' compensation benefits have been exhausted.

SECTION C – Leave for Jury Duty and Legal Processes: Any full-time employee when called for jury duty or subpoenaed as a court witness shall be given for the purpose of leave for jury duty and/or court processes and shall receive full salary with any payment received for such services to be endorsed to the Board. However, for any attendance at court for personal reasons, the employee must take personal leave.

SECTION D – Professional Leave:

Professional leave days with or without pay shall be granted to employees for the purpose of:

1. Attending and/or participating in professional meetings relating to educational workshops, seminars, or conferences sponsored by professional organizations, colleges, universities, or government or private agencies concerned with matters of educational or professional importance.
2. Visitation for the purpose of observing instructional techniques or programs.

Upon proper written authorization to the Superintendent by the Association President or designee, leave days with pay shall be granted Association members for the purpose of attending State and Regional Association meetings and conferences, not to exceed two days per year per delegate attending said conference.

The School Board agrees to provide funds for normal expenses for professional leaves. It is understood that normally only one member of a department may attend any one such meeting at District expense. The Superintendent may approve exceptions. Employees will be expected to give adequate notification on the proper forms exemplified in Appendix C, provided through the building administrator. The Board will supply forms that will be available from the administrator. Further, employees may be requested to report the nature of professional meetings attended and to give a resume of the program.

All employees requesting Professional Leave shall apply through their administrator to the Superintendent, who shall make the final determination as to approval or disapproval of said application. The application shall be endorsed by the applicant, administrator and the Superintendent.

SECTION E – Bereavement Leave: All full time employees who have completed the probationary period shall be granted three (3) paid days leave in the event of a death in their immediate family. Immediate family is defined as a spouse, parent, siblings, child, grandparent, grandchild, mother-in-law or father-in-law. Such bereavement leave must be requested and approved by the board. Bereavement leave shall be non-cumulative from year to year and will only be paid for scheduled workdays.

Extended leave shall not be granted for alternative employment.

## **ARTICLE XI GENERAL EMPLOYMENT PRACTICES**

SECTION A – Race, creed, religion, color, national origin, or ancestry, age, sex, marital status, sexual orientation, physical characteristics, disability or status as a veteran, except where applicable by law shall not be made a condition of employment.

SECTION B – All new employees shall submit evidence of a physical examination by no later than thirty (30) days after the beginning date of employment. The physical examination shall have been made within the past ninety (90) days preceding the date of employment and shall include evidence of no communicable disease, including evidence of freedom from an active case of tuberculosis. The Board may require a subsequent physical or psychiatric examination by a physician licensed in Florida, when in its judgment such an examination is relevant to teaching performance or employment status. The Board shall make the selection of the physician and the Board shall pay all costs incurred in the examination. Physical examination forms will be available from each principal, immediate supervisor or the Superintendent's Office.

SECTION C – When possible, substitutes shall be employed for all absent employees. When substitutes are not available, no employee shall be expected to assume the responsibilities of an absent employee or increase his/her class load to accommodate the pupils of that employee's assigned class. All employees shall have the right to select and notify their substitutes from a list approved by the School Board.

SECTION D – The Board agrees to use the best available services of certificated, qualified substitutes. The establishment of qualifications and payment for services lies entirely within the domain of the Board as prescribed in Florida Statutes.

SECTION E – Assignments for summer school or evening school employment shall be based on the recommendation of the Superintendent and building supervisor. Preference shall be given first to those fully certified employees holding a valid certificate in the content area of the vacancy and secondly to those who have been most recently employed in the same or similar employment capacity during the previous academic year, which includes Summer School. It shall be the responsibility of the administrator under whose direction the vacancy exists to screen all qualified candidates before making a recommendation to the Superintendent. In the event that several candidates display identical certification and recency of employment in the same or similar employment capacity, the candidate with the most seniority in the system shall be recommended for the position.

SECTION F – Salaries of employees employed in summer school, evening school, or other programs in the school district will be computed on an hourly rate based on the following formula:  $1/196 \times$  the respective employee's regular current annual salary  $\times 1/7 \times$  number of hours worked per day  $\times$  number of days worked.

SECTION G – Employees on ten (10) or eleven (11) month contracts will have the option to choose to be paid in ten (10), eleven (11) or twelve (12) equal payments however checks for any fiscal year will be disbursed prior to June 30. Once an individual decides on either ten or twelve checks, that decision is for the entire year. The first twelve-month check will be on September 15<sup>th</sup>.

SECTION H – Deductions for employees during regular school term for daily absences not covered by provisions of this Agreement shall be prorated based on the number of days on the annual contractual at the salary rate per day.

SECTION I – The Board shall make provision for terminal pay benefits for those employees retiring at normal retirement age provided a minimum of ten (10) years of service has been rendered the Taylor County School Board, or upon death, will provide such benefits to the employee's beneficiary.

SECTION J – Sick leave for summer school and/or evening school employees shall be charged against accrued sick leave at the rate of one (1) hour for each hour absent from duty.

SECTION K – School Employees Voluntary Sick Leave Bank

1. Membership – Any full-time employee, having been employed by the Board for at least one (1) year and having at least five (5) days accrued sick leave, may enroll in the Sick Leave Bank by voluntarily contributing one (1) sick leave day to the bank. An eligible employee is defined as a person employed in a position designated by the Board as full time.
  - a. An employee shall contribute one (1) sick leave day and no more than ten (10) days at the time of enrollment and additional days as set forth in (3) below. A day is defined as the number of hours of work per day shown in the employee's appointment. Enrollment must be made on the prescribed form furnished by the Personnel Department.
  - b. Any sick leave days contributed pursuant to this section shall be continuous from initial enrollment until an individual member has withdrawn from the plan or has drawn from the bank.
2. Establishment and Duration – The Sick Leave Bank will not come into existence until at least 150 sick leave days have been contributed and will remain in existence until termination by the Board or it is discontinued because of depletion of sick leave days.
3. Replenishment Contributions
  - a. The Sick Leave Bank Committee shall be composed of two (2) representatives from each bargaining unit, two (2) members appointed by the Superintendent and the following ex officio members: TEA President, Non-instructional President and one Board Member.
  - b. The Personnel Department and the Sick Leave Bank Review committee will administer the Sick Leave Bank and will determine the validity of claims against the Bank according to the guidelines set forth by the Sick Leave Bank Committee.
  - c. The Personnel Department will make available an annual report of usage of the Bank to the School Board and to participating members.
  - d. A Sick Leave Review Committee of three (3) people will be appointed by the Superintendent for the purpose of settling any dispute arising from claims against the Bank. The Review Committee shall be composed of one (1) member from each

bargaining unit and one (1) administrator. The Review Committee shall be the authority on all disputes involving eligibility for benefits, subject to appeal to the School Board.

4. Eligibility – In the event of a catastrophic illness or injury causing a participating employee to be absent from work for an extended period of time, the employee may receive pay as follows:
  - a. All accumulated sick, annual and compensatory leave of the employee must first be expended, followed by an unpaid leave of five (5) continuous workdays.
  - b. Applications must be made to the Personnel Department submitting statement from two (2) licensed physicians attesting to the member's extended illness or accident. They must certify:
    1. The nature of the illness or accident, and
    2. The probable date the member would be able to return to work.
  - c. A participating member shall not be eligible to use sick leave from the Bank if the employee is on worker's compensation, illness-in-line-of-duty, or other approved paid leave.
5. Benefits – Upon approval of application by the Personnel Department, a member will be allowed to draw a minimum of ten (10) days and up to a maximum of 50 paid sick leave days during one fiscal year from the Bank subject to the following provisions:
  - a. Drawing of sick leave days based on availability of sick leave days in the bank.
  - b. The Sick Leave Bank Review Committee will review all cases when the 20th continuous day of benefits has been reached. At this time, the committee may request additional medical certification. Also, at this time any sick leave, which may have been accrued by the participant, must be used before resumption of drawing from the Sick Leave Bank.
6. Participation Abuse – The Sick Leave Bank Committee shall investigate alleged abuse of the Sick Leave Bank. If an employee is found to have abused the use of the Sick Leave bank, the employee shall repay all sick leave credit drawn from the Sick Leave bank and be subject to such other disciplinary action as determined by the School Board.
7. Withdrawal from Participation – An employee who wishes to withdraw from participation in the Sick Leave Bank may do so. Withdrawal will be effective immediately upon receipt by the Personnel Department of written notification of the employee's intent to withdraw.
8. Discontinuance of Sick Leave Bank – If it becomes necessary to terminate the Sick Leave Bank per Section (2) above, unused sick leave in the Bank will be distributed in the following manner: The total number of days and hours available in the sick bank shall be divided by the number of participants at the time to achieve the number of sick days and hours which will be added to each participant's accumulated sick leave.

#### Section L – Personnel File, Notification/Examination

1. Upon prior notification to the county personnel office, a teacher or his/her duly authorized designee will be permitted to examine his/her personnel file. A teacher will sign for and

receive a copy of each item placed in his/her personnel file at the time it is filed. No materials will be used against a teacher in a written disciplinary proceeding unless the teacher has received a copy of the information prior to the proceeding.

#### Section M – Association Representation, Disciplinary Conference

1. When teachers are involved in circumstances which they believe could lead to a written warning, written reprimand, suspension, nonrenewal, dismissal, or return to probationary status contract, the teacher may have Association representation at any conference between an administrator and the teacher which relates to the matter.
2. An Administrator who is considering such disciplinary action against a member of the bargaining unit will give the employee written notice, including the reasons for concern, no less than 24 hours prior to the conference, when feasible. Such notice will be hand delivered or sent by certified mail. If there are exigent circumstances that do not allow such notice, the employee may request that the meeting be reconvened within 24 hours. Nothing in this paragraph will diminish the superintendent's right to suspend the employee with pay as provided herein.
3. Nothing in the above will be considered as preventing the administrator from conducting an initial fact-finding conference or investigation to determine the facts in the case. Should the initial complaint or fact-finding conference warrant further action, the principal will notify the involved teacher.
4. As early as feasible after a complaint has been registered, the principal will discuss the complaint with the teacher.

## **ARTICLE XII GRIEVANCE PROCEDURES**

SECTION A – The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time-to-time, arise affecting the welfare or working conditions of employees.

1. The terms defined here will have reference only to the grievance procedures section of this contract.
  - a. Contract Grievance: This term will refer to a written allegation by a grievant that a section(s) of this contract has been violated as it relates to the employee.
  - b. Grievant: This term will mean a teacher(s) eligible for Association membership or the Association, if appropriate, who files a grievance.
  - c. Employers: This term will refer to the School Board and its agents.
  - d. Days: This term will refer to working days exclusive of holidays and weekends.

SECTION B – Whenever an employee has a grievance, every effort shall be made to arrive at a satisfactory solution of the problem on an informal basis. Should the employee desire to have an Association representative be present, the Association shall have the right to decline or be at all

discussions pertinent to the grievance. Upon adjustment of a grievance, the Grievant and Association shall be notified.

In order for a grievance to come within the scope of the grievance procedure, it must be filed within 20 days of the day of the event giving rise to the grievance, or of the date when the Grievant could reasonably have been expected to have knowledge of the grievance.

Where information proceedings do not result in a solution, resort shall be made to the more formal procedures provided herein on the form set forth, signed by the Grievant and representative of the Association. The grievance procedure for any employee shall be as follows:

**STEP I:** The Grievant shall submit to the administrator, a copy of the grievance form made available at each employee's work site or as exemplified in Appendix D. If the grievance involves more than one school building, it may be filed with the Superintendent or designee. Within five (5) days of receipt of the grievance, the administrator shall meet with the Association representative and Grievant in an effort to resolve the grievance. The administrator shall indicate the disposition of the grievance, in writing, within five (5) days after such meeting and shall furnish a copy thereof to the Grievant. If the grievance, due to its nature, is beyond the scope of the administrator to resolve, the grievant may request that the administrator waive the five-day period and immediately proceed to the next step. Any agreement to waive such time period shall be in writing.

**STEP II:** If the Grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) days of such meeting, or ten (10) days from the date of filing, whichever shall be later, the grievance shall be submitted to the Superintendent. Within ten (10) days, the Superintendent or his/her designee shall meet with the Association Representative and Grievant and shall indicate the disposition of the grievance, in writing, within five (5) days of such meeting and shall furnish a copy thereof to the Grievant.

**STEP III:** If the grievance remains unresolved at the conclusion of Step II, it may be submitted for binding arbitration at the request of the Grievant, and/or Association, provided written notice of the request for submission to arbitration is delivered to the Superintendent within five (5) days from the date of the Superintendent's written response in Step II. Within ten (10) days after the date of the written request for arbitration, a committee of the Board or its designated representative and the Grievant, or the employee's designated representative, shall make every reasonable effort to agree upon a mutually acceptable arbitrator within the time period set forth herein. If such agreement is not reached, the American Arbitration Association or the Federal Mediation and Conciliation Service, in accordance with its rules, which rules shall likewise govern the arbitration proceedings, shall select the arbitrator. The decision of the arbitrator shall be final and binding on both parties.

**SECTION C** – The arbitrator shall not have the right to amend, take away, modify, add to, or disregard any of the provisions of this Agreement.

**SECTION D** – The Board and the Association shall not be permitted to assert in such arbitration evidence not previously disclosed to the other party.

**SECTION E** – The fees and expenses of the arbitrator shall be shared equally by the parties. 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.

**SECTION F** – The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In case of other incapacity, such as emergencies or prior engagements, the time limits may be extended by agreement of both parties. 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.

SECTION G – Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this Agreement.

SECTION H – A grievance that has been filed in writing before the expiration of this contract shall be processed according to the above procedures.

SECTION I – There will be no discrimination against any teacher based upon that teacher's initiating, processing, or participating in any way in the grievance procedure.

## **ARTICLE XIII CONTINUITY OF OPERATION**

SECTION A – The Association agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike, as said term is defined by the laws of the State of Florida.

SECTION B – The Board also agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice.

## **ARTICLE XIV TRANSFERS AND REASSIGNMENTS**

SECTION A – Employees who desire a change in grade and/or subject assignment, or who desire to transfer to another class, building or position, shall file a written statement of such desire on such form as shall be determined by the Board. One copy of the form shall be filed with the Superintendent.

SECTION B – All instructional vacancies shall be posted by the Superintendent or designee in all school centers at least six (6) working days prior to their being filled so that interested employees may have the opportunity to apply in writing. Except in the event of an unanticipated vacancy requiring employment of a successor on an emergency basis. This posting shall include the criteria used for section and a description of the position.

SECTION C – Employees who have requested transfer or re-assignment shall be notified in writing of the administrator's action on said transfer and/or re-assignment as soon as action is taken.

SECTION D – Voluntary transfer and/or re-assignment of employees shall be made only with the expressed agreement of the receiving administrators. Transfer or reassignment shall be based on the criteria of certification and length of service in the District. With the Board reserving the right to hire the most qualified employee based on a list of objective criteria developed by a committee comprised of three members from the District and three members from the Association. Transfers shall only occur at the end of a grading period.

SECTION E – When a reduction in the number of employees in the District is necessary, all volunteers shall first be transferred after which seniority shall prevail with those lowest in experience in the District being transferred first. Written notice of transfer shall be given to employees concerned as soon as practicable.

SECTION F – When involuntary transfers are necessary, a list of positions in other schools will be made available to all employees being transferred. In filling such positions, preference shall be given to presently employed qualified employees before new employees may be considered. Criteria shall be certification and years of experience. The TEA will be notified in advance of all involuntary transfers, and/ or reassignments affecting members of the bargaining unit.

SECTION G – If an employee is involuntarily transferred to a position for which the employee is not certified, the Board shall pay for all courses and all expenses incurred, including but not limited to books, student fees, transportation, testing and any other related expenses in order for the employee to become certified in that field. The employee must use the most cost effective method available, with the approval of the Superintendent or designee.

SECTION H – The employee shall be informed in private of any personnel action by the administrator/supervisor prior to any general announcement.

SECTION I – The foregoing shall not prohibit the Board from providing a racially balanced staff in each school.

## **ARTICLE XV PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

SECTION A – No one shall be employed who is not fully certified in the subject area to which assigned unless first approved by the School Board and the individual is either in the first year of employment in the out-of-field assignment or the individual has earned six (6) semester hours toward the appropriate certification 12 months following the date of the initial appointment and each year thereafter.

SECTION B – Any assignment, for which extra compensation is provided, shall not be obligatory.

## **ARTICLE XVI VACANCIES AND PROMOTIONS**

SECTION A – All vacancies and extra compensation positions shall be posted by the Superintendent or designee in all school centers and sent to the Association President and representatives at least six (6) working days prior to their being filled so that interested employees may have an opportunity to apply. This posting shall include the criteria used for selection and brief job description.

SECTION B – The Superintendent shall consider all applications for vacancies and extra compensation positions. Employees within the school system will be given first priority for vacant positions.

SECTION C – The applicant may secure the application form from the Job Services of Florida Office. If the application is on file it may be updated.

SECTION D – The filling of posted vacancies shall not take place until the application deadline has passed; however, nothing in this Article shall be construed to prohibit the filling of a vacancy on a temporary basis while the procedure is being followed.

SECTION E – The parties recognize that if said employee is interested in a position and has filed a transfer request, he/she will be notified of the action taken.

SECTION F – A vacancy is any vacant bargaining unit or promotional position for a semester or longer in duration.

## **ARTICLE XVII MANAGEMENT RIGHTS**

SECTION A – The Association recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the District and its employees to the full extent authorized by Law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement where possible.

SECTION B – “Reasonable suspicion drug testing” means a drug testing based on specific facts that an employee is using or has used drugs in violation of the TEA/TCSO agreement drawn from specific objective, facts and reasonable inferences drawn from those facts in light of experience.

The Employer may require an employee to submit to drug and alcohol testing under any of the following circumstances:

- a. Whenever at least two administrators have reasonable suspicion that an employee is using, under the influence of, or in possession of illegal drugs or alcohol while on duty; or that the employee is abusing alcohol or illegal drugs and the abuse adversely affects employment.
- b. Observable phenomena while at work, such as direct observation of drug use or the physical symptoms or manifestations of being under the influence of a drug.
- c. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- d. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on any School Board premises.
- e. Supervisors who will be making these determinations must have some training and knowledge of common behaviors, which might trigger a reasonable suspicion.

**REASONABLE SUSPICION DRUG TESTING:** Where there is a reasonable suspicion that an employee is using or has used drugs in violation of the School Board’s policy, the facts and inferences outlined under “Reasonable Suspicion Drug Testing” listed above shall be used in determining whether a reasonable suspicion exists. The School Board will communicate to the employee prior to conducting the drug test the reasons for ordering the test.

FOLLOW-UP DRUG TESTING: Will be required if the employee, in the course of employment, enters an employee assistance drug related program or an alcohol or drug rehabilitation program. Such an employee will be required to submit to a drug test as a follow-up to such a program on a quarterly, annual or semi-annual basis for up to one (1) year thereafter.

The following procedures shall apply to drug testing under this policy:

1. Samples shall be collected with due regard for the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.
2. Specimen collection shall be documented and the documentation procedures shall include:
  - a. Labeling specimen containers so as to reasonably preclude the likelihood of erroneous identification of test results and
  - b. a form for the employee to provide any information which the employee may feel is relevant to the test. Such information may include currently or recently used prescription or not prescription medication or any other relevant medical information; providing such information shall not preclude the administration a drug test, but shall be taken into account tin interpreting any positive results.
3. Specimen collection, storage and transportation to the testing site shall be performed in a manner in which will reasonably preclude specimen contamination or adulteration.
4. Each initial and confirmation test, not including the taking or collecting of a specimen to be tested, shall be conducted by a laboratory licensed by the Department of Health and Rehabilitative Services criteria established by the National Institute on Drug Abuse. The laboratory shall conform to the mandates of Section 112.0455(12), Florida Statutes, and applicable rule.
5. The School Board may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee on the sole basis of a positive test result that has not been verified by a confirmation or follow up test.
6. The School Board shall pay the cost of all drug tests, initial and confirmation, which is required of employees. An employee shall pay the costs of any additional drug test not required by the School Board. A job applicant shall pay the costs of all drug tests administered as a requirement for employment.
7. The School Board will keep all results of drug tests confidential to the extent mandated by Section 440.102, Florida Statutes.
8. Refusal to submit to drug testing when reasonable suspicions exist may result in disciplinary action up to and including termination. A meeting will immediately be scheduled with the employee's TEA Executive Director and/or President to determine just cause.
9. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking assistance. Employees shall be subject to all employer rules, regulations, and job performance standards with the understanding that an employee enrolled in a rehabilitation program is receiving treatment for an illness.
10. Although an employee can be sanctioned with either the loss of benefits or job, this can occur if all tests are totally confirmed and the employee is given an opportunity to

challenge the results. The employee may pursue a legal challenge as to denial of benefits or job.

11. "Employee Assistance Program" means the program provided by the Employee Health Care Program or a similar School Board approved drug abuse assistance or rehabilitative program.

Definitions:

1. "Alcohol Abuse" means the use of alcohol or alcoholic beverages, on or off duty, which impairs or adversely affects the employee's ability to perform their job duties. The use or being under the influence of alcohol or alcoholic beverages on the job by School Board employees is strictly prohibited.
2. "Drug Abuse" means the use of any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not pursuant to a lawful prescription. The term drug abuse also includes the commission of any act prohibited by Chapter 893, Florida Statutes, as amended from time to time.
3. "Illegal Drugs" means any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not pursuant to a lawful prescription. The term drug abuse also includes the commission of any act prohibited by Chapter 893, Florida Statutes, as amended from time to time, not possessed or taken in accordance with a lawful prescription.
4. "Department of Health and Human Services (HHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs" means those guidelines as printed in the April 11, 1998 Federal Register (53 FR11970), as they may be amended from time to time.
5. "Reasonable Suspicion" is based on specific, objective facts derived from surrounding circumstances from which it is reasonable to infer that further investigation is warranted.

Drug Testing Following a Work-Related Injury

Drug testing may be required within 24-hours by the Taylor County School Board when an employee suffers a work-related injury where reasonable suspicion of the use of, or impairment by, illegal substances and/or inappropriate alcohol exists.

The drug testing process shall be consistent with the right of employees to privacy, freedom from self-incrimination and unreasonable search and seizure as well as other rights established by applicable federal and state statutes, and School Board policies.

All information, interviews, reports, statements, memoranda, and records of all referrals, screening and confirming tests shall be held in strict confidence by the independent testing laboratory and by all personnel in the school district authorized to have knowledge thereof.

## **ARTICLE XVIII REDUCTION IN FORCE**

SECTION A – When staff reductions among certificated personnel are necessitated by a decrease in enrollment, budgetary restrictions, or phasing out or reduction of programs, pursuant to Florida Statute Section 1012.33(5), staff reductions shall be made in this order:

1. The employee with the lowest performance evaluations shall be the first to be released; the employee with the next lowest performance evaluations shall be the second to be released; and reductions shall continue in like manner until the needed number of reductions has occurred.
2. In the event that two (2) or more employees have equal ratings on performance evaluations, the following additional criteria shall be used to determine the order in which reductions shall proceed:
  - a. Employees not holding certificates in the area in which they are teaching. This provision shall not apply to employees who have been teaching out of field during all or a portion of the two (2) school years prior to layoff.
  - b. Employees having the least amount of service in the Taylor County School District; however District service prior to a hiatus of more than two (2) years in District employment shall not count as service for this purpose.
  - c. Employees with the lowest level of educational degree.
  - d. Employees with the least amount of service outside the District.

SECTION B – All certificated personnel laid off for the reasons stated above shall be given preferred consideration and shall be recalled in the inverse order of layoff.

SECTION C – No new employees will be hired in a subject area before employees who are from other subject areas or grade levels who may be qualified and who possess the necessary certification or approval have been offered the position and have declined or failed to accept the position within seven (7) days of the offer.

SECTION D – The foregoing shall in no way be construed to prohibit the Board from maintaining a racially balanced staff.

## **ARTICLE XIX MAINTENANCE OF STANDARDS**

SECTION A – All conditions of employment, including employee hours, extra compensation for duties outside regular employee hours, relief periods, leaves, and general employee conditions shall be maintained at not less than the highest minimum standards of service in effect in the District at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of the employees as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive employees of professional advantages heretofore enjoyed unless expressly stated herein.

## ARTICLE XX CLASS SIZE AND LOAD

SECTION A – The Board agrees to make provisions for the establishment of a District-wide committee whose primary function shall be to work cooperatively toward equalizing class sizes and loads throughout the system. Members of the District Committee may, upon request, use as resources members of individual school centers in which a particular problem exists in an effort to formulate viable alternatives. The District Committee shall be composed of the following personnel:

1. The Superintendent and two (2) members of the District administrative and/or supervisory staff.
2. The President of the Taylor Education Association and two (2) members selected at their discretion.

SECTION B – Upon mutual consent of the Superintendent and the Association President, the Committee may be convened at a date prior to May 15, convenient for both parties and at a time during which all members associated with the problem may meet. The ultimate goal of the District Committee shall be to resolve a specific issue relative to class size and/or load.

SECTION C – Not prior to September 15th, nor later than October 1st, of each school year the District Class Size and Load Committee, as described herein, shall be convened to review and assess the status of the class size and load and make a report and any necessary recommendations to the School Board at its official October meeting.

## ARTICLE XXI PROFESSIONAL COMPENSATION

Please see Appendix D for the Instructional Salary Schedule.  
Such schedule has been modified to comport with the Teacher Salary Plan legislation as follows:

- That the minimum base salary for full-time classroom teachers be increased to \$40,500.00.

SECTION A – Credit for advanced degrees shall be given to all instructional employees. If the Superintendent is notified on or before September 30th, the advanced degree pay shall begin with the first day of the work year; if the notification is received on or before February 1st, the advanced degree shall begin the first day of the second semester. All employees hired after July 1, 2011 shall receive a supplement for having an advanced degree as follows: \$3,650.00 for Master's Degree ; \$6,650 for a Specialist Degree and \$9,500 for a Doctorate Degree as long as the advanced degrees are in their area of certification.

SECTION B – Compensation for employees teaching Community Education Program classes is excluded from the adopted salary schedule. Salaries will be based on number of participants in the class and the fee that is set for the class.

EXAMPLE: Cake Decorating  
 15 Students  
 \$5 per Student Charged 10 Hours of Instruction  
 \$75 Total for Class  
 \$15 for District Cost or Operational Cost  
 \$60 for Salary  
 Instructor should receive \$6.00 per hour for this service.  
 (The above is a hypothetical example.)

SECTION C – All employees shall be granted salary credit for the number of years of teaching experience that can be verified, effective August 1, 1984.

SECTION D – Supplemental pay will be determined by a percentage of the bachelor's level step 0. According to the following schedule as a percentage of a base of \$40,500 \$35,000.

**DIFFERENTIATED/SUPPLEMENTAL PAY (SPORTS)**

Sport	Percent	Minimum # of Games
TCHS Athletic Director	19%	
TCMS Athletic Director	17%	
TCHS Head Football Coach	14%	9
TCMS Head Football Coach	10%	7
TCMS Assistant Football Coach	8%	7
TCHS Assistant Football Coach	10%	9
TCMS Varsity Basketball Coach (Boys)	11%	18
TCMS Varsity Basketball Coach (Girls)	11%	18
TCMS Jr. Varsity Basketball (Boys)	9%	16
TCMS Jr. Varsity Basketball (Girls)	9%	12
TCMS Basketball Coach (Boys)	8%	12
TCMS Basketball Coach (Girls)	8%	12
TCMS Varsity Baseball Coach	11%	18
TCMS Jr. Varsity Baseball Coach	8%	14
TCMS Asst. Baseball Coach	7%	14
TCMS Asst. Baseball Coach	4%	12
TCMS Baseball Coach	6%	12
TCMS Varsity Softball (Girls)	10%	16
TCMS Jr. Varsity Softball (Girls)	8%	14
TCMS Asst. Softball Coach (Girls)	7%	14
TCMS Softball Coach (Girls)	6%	12
TCMS Asst. Softball Coach (Girls)	4%	12
TCMS Varsity Soccer Coach (Boys)	11%	16
TCMS Varsity Soccer Coach (Girls)	11%	16



TCHS Jr. Varsity Soccer Coach (Girls)	9%	12
TCHS Jr. Varsity Soccer Coach (Boys)	9%	12
TCHS Varsity Weightlifting Coach	8%	8
TCHS Summer Weightlifting (1 position)	8%	
TCHS Summer Weightlifting (3 positions)	3%	
TCMS Summer Weightlifting (1 position)	6%	
TCMS Summer Weightlifting (2 positions)	2%	
TCHS Varsity Weightlifting Coach (Girls)	8%	8
TCHS Varsity Track Coach (Boys)	8%	8
TCHS Varsity Track Coach (Girls)	8%	8
TCHS Varsity Tennis (Boys)	8%	8
TCHS Varsity Tennis (Girls)	8%	8
TCHS Varsity Volleyball	8%	8
TCHS Jr. Varsity Volleyball	6%	6
TCMS Volleyball (Girls)	6%	6
TCHS Varsity Golf	8%	8
TCHS Varsity Golf (Girls)	8%	
TCHS Varsity Swimming	8%	8
TCHS Varsity Girls Cross Country	8%	8

**SECTION E** – In the event of a team reaching playoff games, the coach will be paid for each playoff game at the rate earned at regular season games.

**SECTION F** – Differentiated Pay: Section 1012.34 Florida Statutes requires districts to provide differentiated pay for instructional personnel based upon district-determined factors. The following additional responsibilities have been determined to be considered and require differentiated pay.

Team Leaders/Grade Chairperson: 2.5 days comp time or 2.5 days salary at their hourly rate of pay

District Peer Teacher: 7% of beginning teacher salary

Mentor Teacher: \$500

Resource Teacher/Discipline: 8% of beginning teacher salary

A supplemental/differentiated/performance pay study committee shall be formed annually, consisting of three (3) members of the Taylor Education Association and three (3) District Administrators. The negotiating teams will consider recommendations from this committee. The committee shall report its findings to the Board by January 15 of each year.

**NOTE:** A minimum number of games have been established in each sport. If the minimum is not achieved, the number of games will be divided into the supplement and the coach will receive that amount times the number of games played

If the reason for not reaching the minimum is beyond the control of the coach, the coach will receive the full supplement.

## DIFFERENTIATED PAY/OTHER SUPPLEMENTAL POSITIONS

Position	Percent
<b>Resource Teacher/Discipline</b>	<b>8%</b>
TCHS Prom Assistant	2%
<b>TCMS Brain Brawl</b>	<b>2%</b>
TCHS Brain Brawl	3%
<b>TCHS Little Women Sponsor</b>	<b>3%</b>
TCHS Key Club Sponsor	3%
<b>TCHS ROTC Color Guard Sponsor</b>	<b>3%</b>
TCHS National Honor Society	3%
<b>TCMS Jr. National Honor Society</b>	<b>2%</b>
TCHS Distributive Coop Training Club(DCT)	3%
<b>TCHS Future Homemakers of America Club</b>	<b>3%</b>
TCHS Speech and Drama	3%
<b>TCHS Video Coordinator</b>	<b>3%</b>
TCHS Future Business Leaders of America	3%
<b>TCMS Student Council</b>	<b>3%</b>
FCCLA	3%
<b>Technical Future Business Leaders</b>	<b>3%</b>
Tech. Health Occup. Service Association	3%
<b>Tech. Phi Beta Lambda Club (Adult Bus.)</b>	<b>3%</b>
SkillsUSA Sponsor	3%
<b>TCHS Jr. Class Sponsor</b>	<b>4%</b>
TCHS Sr. Class Sponsor	4%
<b>TCHS Majorette Sponsor</b>	<b>5%</b>
TCHS Pom-Pom Sponsor	5%
<b>TCHS Dance Team Sponsor</b>	<b>5%</b>
TCHS Flag Corps Sponsor	5%
<b>TCHS Senior Trip Sponsor</b>	<b>5%</b>
TCMS Cheerleader Sponsor	7%
<b>TCHS Student Council sponsor</b>	<b>4%</b>
District Peer Teacher	7%
<b>TCHS Choral Director</b>	<b>7%</b>

TCMS Choral Director	4%
TCHS Jr. Varsity Cheerleader Sponsor	9%
TCHS Varsity Cheerleader Sponsor	10%
TCHS Band Director	14%
TCMS Band Director	10%
TCES Band Director	5%
ROTC Property Officer	\$75 month
TCHS Yearbook Sponsor	4%
TTI Student Council Sponsor	3%
TCMS Tumble Team Sponsor	3%
TCHS Tumble Team Sponsor	4%
TCMS Florida Future Educators Association FFEA Sponsor	3%
TCHS Florida Future Educators Association FFEA Sponsor	3%
TCHS Future Farmers of America (FFA) Sponsor	9%
TCMS Future Farmers of America (FFA) Sponsor	7%

NOTE: School principals are to use this list as an approved guide. The positions should be appointed only if the position is actually being utilized and the appointed person is meeting all obligations of the position.

SECTION G – Re-employment after retirement: Any retired member may be reemployed as instructional personnel, as defined in 1012.021, (a) and in accordance with FS § 238.181(1) (2) (c) and 121.021(39) shall be paid an amount equal to a beginning teacher, regardless of degree, for services rendered on an annual contract basis only. This annual contract remuneration shall be renegotiated every year. This and all other conditions of employment shall apply.

SECTION H – In-service/Workshop/Committees for which noremuneration is received and that are requested by the administration shall be paid the base salary of a step 0 employee's current hourly rate of base teacher pay for work after the school day or the normal contract year.

SECTION I – Instructional Employees within the school system will be given first priority for vacant positions.

SECTION J – Supplemental Positions for the following school year will be advertised and filled prior to the beginning of each academic year., except for those activities with Summer responsibilities, such as Cheerleading, weightlifting, etc., these selected supplemental positions shall be advertised and filled prior to the end of the academic year for students.

SECTION K

For the 2021-2022 school year only, the District agrees to the following:

- TCSB employees hired prior to 2009, with continuous years of service, shall receive a \$2,000 longevity, supplemental adjustment.
- TCSB employees hired from 1/1/2009-12/31/2011, with continuous year of service, shall receive a \$1,100 longevity, supplemental adjustment.

- TCSB employees who are on the “grandfathered salary schedule” and who currently have a Professional Service Contract (PSC) and who receive a teacher appraisal ratings of Highly Effective (HE) shall receive a \$650 performance pay adjustment to their salary.
- TCSB employees who are on the “grandfathered salary schedule” and who currently have a Professional Service Contract (PSC) and who receive a teacher appraisal ratings of Effective (E) shall receive a \$450 performance pay adjustment to their salary.
- TCSB employees who were hired between 2009-2020 and who receive a teacher appraisal ratings of Highly Effective (HE), and who currently have an Annual Contract (AC) shall receive a \$825 performance pay adjustment to their salary.
- TCSB employees who are on the “performance pay salary schedule” and who currently have an Annual Contract (AC) and who receive a teacher appraisal ratings of Effective (E) shall receive a \$600 performance pay adjustment to their salary.
  - TCSB employees who current make less than percentage of base teacher salary will have their salary adjusted to at leastpercentage of base teacher salary. The amount of the increase will vary based on the employee’s current salary.<sup>1</sup>

## **ARTICLE XXII PERIOD OF SERVICE**

The period of service for instructional personnel shall consist of 190 teacher duty days and 180 student attendance days. The Board agrees to provide as paid holidays, the following six (6) days: Labor Day; Thanksgiving – Thursday and Friday; December 24<sup>th</sup>, December 25<sup>th</sup>, and New Year’s Day. A period of one day of pre-planning shall be set aside prior to the opening of any summer school session designated by the Board. In addition to the above holidays, the twelve-month employees shall be granted New Year’s Eve as a holiday.

## **ARTICLE XXIII REPRODUCTION AND DISTRIBUTION OF THE AGREEMENT**

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\* Beginning July 1, 2021, and until such time as the minimum base salary as defined in s. 1011.62(16), equals or exceeds \$47,500, the annual increase to the minimum base salary shall not be less than 150 percent of the largest adjustment made to the salary of an employee on the grandfathered salary schedule. Thereafter, the annual increase to the minimum base salary shall not be less than 75 percent of the largest adjustment for an employee on the grandfathered salary schedule.

\* The Teacher Salary Increase Allocation was established during the 2020 Legislative Session as a new categorical to increase the base starting salaries to \$47,500 for the state’s newly hired public school classroom teachers. 80% of the total allocation is provided for school districts to increase the minimum base salary for full-time classroom teachers, plus certified prekindergarten teachers funded in the Florida Education Finance Program, but not including substitute teachers, to at least \$47,500, or to the maximum amount achievable based on the school district’s allocation. No eligible full-time classroom teacher shall receive a base salary less than the minimum base salary as adjusted by the school district’s allocation. 20% of the total allocation, plus any remaining funds from the district’s share of the eighty percent allocation, shall be used by school districts as specified in s.1011.62, Florida Statutes. (GAA – Appropriations 7 and 90, pages 21 & 23; FEFP Conference Report – pages 1 & 16)

SECTION A – Copies of this Agreement shall be provided by posting on the District's website within 30 days after ratification. Further, the Board agrees to allow the Association to purchase, at cost, 25 printed copies of said Agreement.

## **ARTICLE XXIV PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

The Board agrees to participate in a comprehensive program of professional in-service development and educational improvement. Provisions are currently in effect to encourage individual incentive to pursue advanced professional degrees and certification through the inclusion of incremental salary level increases for teachers obtaining Masters, Specialist, or Doctoral Degrees from accredited universities.

## **ARTICLE XXV PERSONAL AND ACADEMIC FREEDOM**

SECTION A – The private and personal life of an employee, except for such incidents and occurrences which could lead to suspension or dismissal as provided by Statute shall not be the concern of the Board.

SECTION B – The Board places the questions of out-of-school activities on the part of employees purely on a professional and ethical basis.

Employees engaged in out-of-school activities shall examine them in a professional and ethical light and abandon any activities that appear to them after conscientious examination, to violate professional ethics. The question is placed entirely in keeping with the personal conscience of the employee.

SECTION C – Employees shall be granted freedom in classroom presentations and discussions that are, in the employee's professional judgment, appropriate to the instructional objectives and the age level of the students.

SECTION D – In performing their employee function, employees shall be guaranteed freedom in expressing their personal opinions on all matters relevant to course content, provided that while doing so they indicate that they are expressing personal opinions only.

SECTION E – Teachers shall be responsible for determining students' grades and promotions pursuant to school and District-wide policies. When feasible, any administrative change in a grade or promotion shall not be made without prior consultation with the teachers. If such change is necessary, the administrator responsible for directing the change shall initial the change on the student's permanent record.

SECTION F – The Association shall have the opportunity to provide input to any recommended revisions to the District grading and attendance policy.

SECTION G – All employees shall be required to maintain a professional appearance, which is appropriate for the classroom activities or events that may be taking place at any time during the year. It is the intent of the Board that teachers serve as role models to students that promotes proper dress and decorum.

SECTION H – Nothing in this article shall exempt employees from the duties of employees as prescribed in Chapter 1012 Florida Statutes.

## **ARTICLE XXVI SUPERVISION OF STUDENT TEACHERS**

SECTION A – The Board agrees to cooperate with the pre-service preparatory programs for prospective employees by providing opportunities for interns to receive field experiences under the supervision of qualified, volunteer employees of the Board. In so doing, the Board shall adhere to all policies and guidelines formulated by the sponsoring university in providing the required professional experiences. These policies will be explained to the supervising employee prior to acceptance of an associate employee.

SECTION B – Employees who volunteer as a student teacher’s supervisor shall be selected upon the criteria of certification, current teaching assignment relevant to the student teacher’s field or grade, and length of service, from a list of volunteers on a rotational basis. Volunteers will be accepted during the student teacher’s first month of employment. Peer teachers shall meet the above criteria in addition to being a trained Florida Performance Measurement System observer.

SECTION C – Supervising employees will be granted released time with pay for attendance at any regularly scheduled required meeting sponsored by the associate employee’s institution.

SECTION D – Supervising employees shall not be given unnecessary additional assignments outside of regular responsibilities during the period of supervising a student employee.

SECTION E – The School Board agrees to provide the Teacher Education Association the right to have members on the Committee for developing a Professional Orientation Program (formerly Beginning Teacher Program) for the District. Said program will be presented to the School Board at its first meeting in April in order that we may meet the May 1<sup>st</sup> deadline with the Department of Education.

## **ARTICLE XXVII TERMINAL PAY BENEFITS**

Any regular full-time instructional personnel shall be entitled to terminal pay at the time of normal retirement or payment will be made to their beneficiary if service is terminated by death. Terminal pay shall be compiled at the daily rate of pay of the instructional member at the time of retirement or death, multiplied by 100% of the total accrued and valid sick days.

Any person entitled to terminal pay benefits shall have been under contract to render service for the period immediately preceding retirement or death and shall not be under suspension from duty or have any charges pending which could result in dismissal from employment and shall have rendered not less than ten (10) years of service in the Taylor County School District.

## **ARTICLE XXVIII TERM OF AGREEMENT**

SECTION A – The provisions of this Agreement will commence on July 1, 2020 and shall continue in effect until June 30, 2023.

SECTION B – The parties agree to re-open Article 21 – Professional

Compensation, Article 4 Insurance and two other articles for each party by April 15<sup>th</sup> in each of the succeeding years of this agreement.

by the sponsoring university in providing the required professional experiences. These policies will be explained to the supervising employee prior to acceptance of an associate employee.

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Angela Ball, Chief Negotiator, District School Board of Taylor County



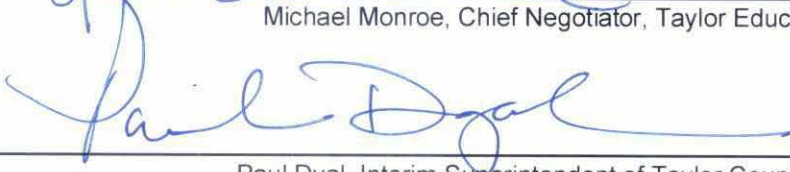
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Katie Fletcher, President, Taylor Education Association



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Michael Monroe, Chief Negotiator, Taylor Education Association



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Paul Dyal, Interim Superintendent of Taylor County Schools



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Danny Lundy, Chairperson, District School Board of Taylor County



# APPENDIX A MEMBER APPLICATION

## Florida Education Association

213 South Adams Street  
Tallahassee, FL 32301

2655 Capital Circle NE, Suite 7  
Tallahassee, FL 32308

\_\_\_\_\_  
SCHOOL OR WORK SITE

\_\_\_\_\_  
LOCAL ASSOCIATION

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SOCIAL SECURITY NUMBER

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REG SERVICE CNTY LOCAL DIST BLDG  
UNIT

LAST NAME

FIRST NAME

M.I.

Association	Membership Code	Annual Payment
National		
State		
Service Unit		
Local		
INITIAL YEAR TOTAL		

NAME			
ADDRESS			
CITY & STATE		ZIP	
HOME PHONE	( )	E-MAIL	
WORK PHONE	( )		

SUBJECT CODE	POSITION CODE	LEVEL CODE	ETHNIC CODE	METHOD OF PAYMENT CODE
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SEX CODE	DATE OF BIRTH      /      /	REG VOTER CODE	PARTY AFFIL CODE	PRECINCT NO.
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- Payroll Deduction. I hereby agree to pay, and authorize my employer to deduct, the dues and assessments described above and as are certified by the Association to the School board for each year thereafter from my salary and direct and authorize my employer to pay such amounts to the Association in accordance with payroll deduction procedures in effect; provided, however, I may cancel my membership and this authorization by providing 30 days' written notice to the School Board and Association notifying them of such revocation as provided by law.
- Cash Member. I hereby agree to pay to the association the dues and assessments described above and as may be prescribed by the Association and certified to the School Board for each year thereafter.

\_\_\_\_\_  
MEMBER'S SIGNATURE                      DATE                      LOCAL ASSOCIATION REPRESENTATIVE

The following information is represented in the form of codes. Please indicate in the appropriate area the code which is applicable to you.

Subject	Position	Level
01 Adult Basic Education	01 Audio-Visual Technician	01 Preschool / Kindergarten
02 Agriculture	02 Cafeteria Worker	02 Elementary
03 Architecture	03 Classroom Teacher	03 Intermed. / Middle / Junior
04 Area Studies	04 Coach	04 High
05 Art	05 Counselor / Psychologist	05 Post-Sec. Voc. Educ.
06 Biological Science	06 Custodian	06 Community / Junior College
07 Business	07 Health Care Professional	07 College
08 Communications	08 Librarian	08 University
09 Computer Science	09 Maintenance Personnel	09 Central Site
10 Driver Education	10 Office Support / Secy.	99 Other
11 Education	11 Principal / Asst. Principal	
12 Engineering	12 Retired	<b>Ethnic*</b>
13 English/Language Arts	13 Speech / Hear. Therapist, Clinician	1 American Indian / Alaska Native
14 Fine and Applied Arts	14 Supervisor / Director	2 Asian / Pacific Islander
15 Foreign Lang. & Lit.	15 Staff Association	3 Black
16 Forestry	16 Student	4 Hispanic
17 Geography	17 Superintendent	5 Caucasian (not of Spanish Origin)
18 Health & Phys. Educ.	18 Teacher Aide	9 Unknown
19 Health Professions	19 Transportation Pers.	
20 Home Economics	20 Adjunct Faculty	<b>Party Affiliation</b>
21 Industrial Art	21 Admin. Office Personnel	R Republican
22 Interdisciplinary Studies	22 Assistant Professor	D Democrat
23 Law	23 Associate Professor	I Independent
24 Library Science	24 Instructor	O Other
25 Mathematics	25 Lecturer	
26 Military Science	26 Professor	<b>Method of Payment</b>
27 Music	80 Social Worker	1 Cash
28 Philosophy	99 Other	2 Payroll Deduction
29 Physical Science		3 Easy Pay
30 Psychology		
31 Public Services Curric.	<b>National Membership Types</b>	<b>Registered Voter</b>
32 Reading	10 Active - professional	Y Yes
33 Religion and Theology	15 Substitute	N No
34 Science	25 Active - educational support	U Unknown
35 Social Sciences	30 Active Life	
36 Social Studies	33 Active Life / Retired Life	<b>State Membership Type</b>
37 Special Education	35 Active Life / Retired Annual	10 Active
38 Speech & Drama	40 Staff	15 Substitute
39 Vocational Education	45 Reserve	25 Educational Support
90 No Subject Taught	50 Retired-Annual	30 Life***
91 General Subjects	53 Retired-Lifetime	40 Staff
99 Other	59 Pre-Retired - Lifetime	45 Reserve
	60 Student	50 Retired - Annual
		53 Retired - Lifetime
		59 Pre-Retired - Lifetime
		60 Student

\*Ethnic minority information is optional and failure to provide it will in no way affect your membership status, rights, or benefits. This information will be kept confidential.

\*\*\*Available only to those Life members of the Florida Education Association (FEA) as of April, 1975 who resigned their FEA membership and requested its transfer prior to September 1, 1982.

# APPENDIX A-1 DUES REVOCATION FORM

TAYLOR COUNTY SCHOOL DISTRICT

Taylor Education Association

## Association Dues Revocation Form

An employee desiring to cancel payroll deductions for membership dues to TEA shall proceed as follows:

Name of Employee: \_\_\_\_\_ Date: \_\_\_\_\_  
Please Print

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

SS#: (Last Four) \_\_\_\_\_ Cost Center Code: \_\_\_\_\_

School/Site: \_\_\_\_\_

I hereby request that my payroll deduction for membership dues to the Taylor Education Association be cancelled:

Reason(s) for cancellation of association membership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Secure the required signature and date acknowledging receipt of the dues deduction cancellation request by the appropriate employee association.**

Form received by: \_\_\_\_\_ Date: \_\_\_\_\_  
Employee Association President

**3. Submit this completed form to the Taylor County School District Payroll Department for a written acknowledgment and processing.**

Form received by: \_\_\_\_\_ Date: \_\_\_\_\_  
Payroll Department Staff

Completed copies of this form are to be provided to the employee and the appropriate employee association by the Payroll Department.

The requested cancellation will be effective at the beginning of the pay period no fewer than thirty (30) calendar days from the date that this form is submitted to the Taylor County School District Payroll Department.

Any refund of dues to which you may be entitled is to be provided directly from the employee association with which you are canceling membership.

8-17-09



## APPENDIX A-2 PAYROLL DEDUCTION FORM

100% Payroll Authorization Form  
(Deductions are from September to June only)

Taylor Education Association and Taylor County Non-instructional Association

Member Name:	Member SSN:
Address:	Member PID: (Both numbers are required to process this form)
	Phone: (please include area code)
	Email:

By signing this form I authorize Taylor County School District to deduct the per pay (10 pays from September through June) premiums for the benefit(s) that I have selected and applied for under the **Association Sponsored Programs** through **TEA/TCNA/NEA Member's Payroll Plus**. You can contact the NEA MB Payroll Deduction Service Center at 1-888-805-3915 if you have any questions regarding your payroll deductions.

**I understand:**

1. This form does not guarantee acceptance of my application(s) by the insurance companies who offer products under this program.
2. A separate application will be required to apply for the benefit (s) that I have selected.
3. I must be an active member of the Taylor County Classroom Teachers Association

**Benefits Selected: Be sure to complete all information requested on all pages of this form. Be sure to sign and date the form. The form should be returned to NEA MB Payroll Deduction Service Center, PO Box 307, Fox River Grove, IL 60021**

**NEA-Sponsored Auto Insurance (California Casualty)**

**NEA Income Protection Plan**

<p><b>Per Pay Payroll Deduction Amount:</b> <i>(list the amount you want deducted from <u>each</u> paycheck[10 pays])</i></p> <p style="text-align: center;">\$</p> <p>Be sure to check the payroll deduction box on the application</p>	<p><b>Per Pay Payroll Deduction Amount:</b> <i>(list the amount you want deducted from <u>each</u> paycheck [10pays])</i></p> <p style="text-align: center;">\$</p> <p>Be sure to check the payroll deduction box on the application</p>
--	--

**NEA MemberCare® Long-Term Care Insurance**

**NEA Level Premium Group Term Life Insurance Plan**

<p><b>Per Pay Payroll Deduction Amount:</b> <i>(list the amount you want deducted from <u>each</u> paycheck [10 pays])</i></p> <p>___ Member    ___ Spouse</p> <p style="text-align: center;">\$</p> <p>Be sure to check the payroll deduction box on the application</p>	<p><b>Per Payroll Deduction Amount:</b> <i>(list the amount you want deducted from <u>each</u> paycheck [10 pays])</i></p> <p style="text-align: center;">\$</p> <p>Be sure to check the payroll deduction box on the application</p>
---	---

# Payroll Authorization Form

Taylor County Classroom Teachers Association and Taylor County  
Non-instructional Association

NEA AD&D Insurance Plan

Per Pay Payroll Deduction Amount: <i>(list the amount you want deducted from <u>each</u> paycheck[10 pays])</i>  \$ _____  Be sure to check the payroll deduction box on the application	<b>TOTAL PER PAY DEDUCTION:</b>  \$ _____
---	---

\_\_\_\_\_  
**Member Signature**

\_\_\_\_\_  
**Date**

I am currently enrolled in the program indicated on this form.

**NEA MB Payroll Deduction Service Center Use Only:**

Date Received:	1st Payroll Deduction Date:	Coverage Eff. Date:
Total Payroll Deduction Amt: \$	Evidence Application: ___ Yes     ___ No	FSR:
Confirmation Notice Sent:	Payroll Notified:	CSR:

**FOR TEA & TCNA MEMBERS**



## **NEA MEMBERS' PAYROLL PLUS™**

### **Payroll Deduction Benefits for Your Financial Security**

***Now you can pay for this NEA MB Program through the convenience of payroll deduction***

NEA Members' Payroll Plus™ is the new payment option now available to NEA members for Association Sponsored programs. All program(s) are paid through your regular paycheck.

#### **Can I change the amount being deducted from my paycheck at any time?**

Yes, you may add benefits or cancel benefits at any time during the year. Simply call the NEA MB Payroll Deduction Service Center at 1-888-805-3915. (Monday through Friday, 8:00 a.m. to 6:00 p.m. Central Time).

#### **Who do I call if I have questions regarding the payroll deductions or need a payroll authorization form?**

You may call the NEA MB Payroll Deduction Service Center at 1-888-805-3915. The customer service representatives will assist you with any questions or concerns you may have regarding the programs being paid through NEA Members' Payroll Plus™.

#### **How do I begin payroll deduction for the NEA MB Insurance Programs?**

- 1) Complete the application for each NEA MB Program you have selected to protect you and your family  
(Be sure to complete all information, sign and date the application).
- 2) Complete the Payroll Authorization form
- 3) Return **both** the **Application and Payroll Authorization Form** in the envelope provided or mail to:  

**NEA MB Payroll Deduction Service Center**  
**C/O BCL Systems, Inc.**  
**PO Box 307**  
**Fox River Grove, IL 60021**
- 4) If you take leave without pay you are responsible for making arrangements with each of the companies that you have payroll deductions. Should you drop your membership during an unpaid leave, then you will lose the discounted premium associated with being a member of NEA. Please make arrangements with the TEA/TCNA office to pay for reserve membership in the Association while on unpaid leave by calling (850) 942-0671. **The Taylor County School District will bear no responsibility for these benefits or deductions.**

If your application for the NEA Life Insurance Plan(s) is approved by Prudential Insurance Company of America, you will be notified of the date coverage will begin, the date payroll deductions will begin and the amount that will be taken from each paycheck. Payroll deductions for your application for NEA MemberCare® Long-Term Care Insurance will begin the first of the month following your approval. Should your application for the NEA MemberCare® Long-Term Care Insurance be declined, you will receive a full refund of the initial premium from the Mutual of Omaha Insurance Company of any premium paid directly to them.

# APPENDIX B APPLICATION FOR LEAVE OR TEMPORARY DUTY

## DISTRICT SCHOOL BOARD OF TAYLOR COUNTY APPLICATION FOR LEAVE OR TEMPORARY DUTY

Received \_\_\_\_\_ At Finance/Personnel/Payroll Office

Number _____
Vendor _____
Date Enc'd _____
<b>Finance Use Only</b>

I hereby request leave or temporary duty elsewhere as follows:

**A. Type of Leave or Temporary Duty (Check one.) (Refer to Board Policies as indicated.)**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> 1. Personal (with pay)<br>Policy 7.22 (1)<br><br><input type="checkbox"/> 2. Personal (without pay)<br>Policy 7.22 (2)<br><br><input type="checkbox"/> 3. Parental<br>Policy 7.22(2) (b)<br><br><input type="checkbox"/> 4. Illness-In-line-of-duty<br>Policy 7.03 | <input type="checkbox"/> 5. Vacation<br>Policy 7.230<br><br><input type="checkbox"/> 6. Professional (with pay)<br>Policy 7.03<br><br><input type="checkbox"/> 7. Professional (without pay)<br>Policy 7.03<br><br><input type="checkbox"/> 8. Temporary Duty Elsewhere<br>Policy 7.26 | 9. Other<br><br><input type="checkbox"/> Military, Policy 7.14 (2)<br><br><input type="checkbox"/> Jury, Policy 7.24<br><br><input type="checkbox"/> Witness, Policy 7.24<br><br><input type="checkbox"/> Bereavement Leave, Policy 7.28 |
|---|--|--|

**B. Purpose:** \_\_\_\_\_

**C. Place or Places to be Visited:** \_\_\_\_\_

**D. Date or Dates:** From \_\_\_\_\_ Thru \_\_\_\_\_ **Total Duty Hours:** \_\_\_\_\_

**E. Information on Substitute Requirements:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Signature of Applicant:** \_\_\_\_\_

Action by Principal or Supervisor:  Recommend Approval  Recommend Disapproval

FUND	FUNCTION	OBJECT	COST CENTER	PROJECT	PROGRAM	AMOUNT

**WHEN FILING FOR REIMBURSEMENT BACK-UP MUST BE ATTACHED.**

**Date:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

Action by Superintendent:  Recommend Approval  Recommend Disapproval  
 Approved  Disapproved

**Date:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

Action by Board:  Approved  Disapproved

**Date:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

- Note:**
1. Prepare in triplicate. Forward all copies to County Office.
  2. Following final action, distribution will be made as follows:
    - a. Original to applicant
    - b. Duplicate to County Office
    - c. Triplicate to principal or supervisor, if applicable
  3. Responsibility for securing approval of leave or temporary duty elsewhere rests with the employee making the request.
  4. All request for leave or temporary duty elsewhere, except for emergency leave, must be in County Office at least one week in advance of effective date.
  5. If professional leave and temporary duty elsewhere is being requested, information relating to the request MUST be attached.



# APPENDIX C OFFICIAL GRIEVANCE FORM

Name \_\_\_\_\_

School \_\_\_\_\_ Assignment \_\_\_\_\_

Home Address \_\_\_\_\_

Home Phone \_\_\_\_\_

## STEP I

A. Date Grievance Occurred \_\_\_\_\_

B. Relates to Article(s) \_\_\_\_\_ of contract \_\_\_\_\_

C. Explanation of Grievance \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Relief Sought \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Association Representative

\_\_\_\_\_  
Date

E. Disposition of Immediate Supervisor \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

1 copy to immediate supervisor

1 copy for grievant

Grievance Number \_\_\_\_\_

**APPENDIX D**

**Taylor County School Board**

**2014-2015 Instructional "Grandfathered" Salary Schedule**

Level	Bachelor's Degree
0	\$30,900
1	\$31,400
2	\$31,900
3	\$32,400
4	\$32,900
5	\$33,400
6	\$33,900
7	\$34,400
8	\$34,900
9	\$35,400
10	\$36,400
11	\$37,400
12	\$38,400
13	\$39,400
14	\$40,400
15	\$41,400
16	\$42,400
17	\$43,400
18	\$44,400
19	\$46,100
20	\$47,800
21	\$49,500
22	\$51,200
23	\$52,900
24	\$54,600

**2014-2015 Advanced Degree Supplements**

Advance Degree	Pay
Master's	\$2,650
Specialist's	\$5,650
Doctorate	\$8,500

Employees will be paid for the highest degree supplement earned in addition to the base pay for their Bachelor's degree. In order to receive credit for advanced degrees, (Master's, Specialist and Doctorate) employees must provide an official transcript of record showing that award of earned degree to the Personnel Office. Per the Student Success Act (SB 736) effective July 1, 2011, teachers hired by Taylor County Schools on or after July 1, 2011, must possess an advanced degree in their area of certification to be eligible to receive credit.

## APPENDIX E

### Taylor County School Board

#### 2021-2022 Instructional Salary Placement Schedule

Completed Years of Service	Bachelor's Degree 2021-2022
0-9	\$40,500
10	\$40,750
11	\$41,000
12	\$41,250
13	\$41,500
14	\$41,750
15	\$42,000
16	\$42,250
17	\$42,500
18	\$42,750
19	\$43,250
20	\$43,750
21	\$44,250
22	\$44,750
23	\$45,500
24	\$46,250
25	\$47,000

#### 2020-2021 Advanced Degree Supplements

Advance Degree	Pay
Master's	\$3,650
Specialist's	\$6,650
Doctorate	\$9,500

Employees will be paid for the highest degree supplement earned in addition to the base pay for their Bachelor's degree. In order to receive credit for advanced degrees, (Master's, Specialist and Doctorate) employees must provide an official transcript of record showing that award of earned degree to the Personnel Office. Per the Student Success Act (SB 736) effective July 1, 2011, teachers hired by Taylor County Schools on or after July 1, 2011, must possess an advanced degree in their area of certification to be eligible to receive credit.

## APPENDIX F ANNUAL CALCULATION METHOD

### Taylor County School Board

#### Performance Salary Schedule for Instructional Personnel 2021-20 22

	\$ Available for Teacher Pay Increase
For performance pay	
For COLA based on amount below per employee	----
Total \$ Available	

Highly Effective Factor	1.00
Ratio between Effective and Highly Effective (Note: Must be between 0.50 and 0.75)	0.75

COLA \$ amount compared to Effective (Note: Must be 50% or less of the Effective raise.	----
--	------