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Palm Beach County, Florida School Board and Palm Beach County Classroom Teachers Association (1990)

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Palm Beach County, Florida School Board and Palm Beach County Classroom Teachers Association (1990)

Keywords

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Comments

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AGREEMENT

Between the

**SCHOOL BOARD OF
PALM BEACH COUNTY,
FLORIDA**

and the

**PALM BEACH COUNTY
CLASSROOM TEACHERS
ASSOCIATION**



July 1, 1990 - June 30, 1993

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CLASSROOM TEACHERS
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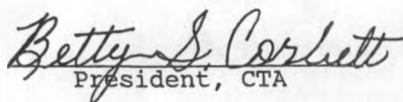
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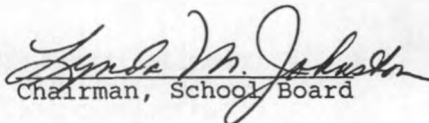
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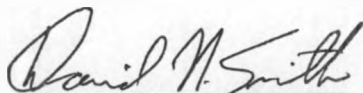
This comprehensive agreement has been negotiated by and between the School Board of Palm Beach County, Florida and the Palm Beach County Classroom Teachers Association. The agreement was ratified by the CTA on May 4, 1990, and by the Board on June 20, 1990.

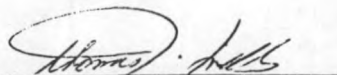
This agreement shall be effective as of July 1, 1990, and shall continue in effect through June 30, 1993. Article VIII, Section A, may be reopened by mutual agreement of the parties or the conditions as set forth in Article X are met.

IN WITNESS WHEREOF, the aforesaid parties have hereto executed this agreement on the 4th day of September, 1990.


President, CTA


Chairman, School Board


Executive Director,
CTA


Superintendent,
School Board

I - N - D - E - X

- A -

Advanced Degrees	71
Annual (Vacation) Leave	47
Appendix A	74
Appendix B	77
Appendix C	80
Appendix D	82
Appendix E	82
Appendix F	83
Appendix G	83
Appendix H	83
Association Rights and Privileges	57

B - D

Benefits and Compensation	67
Catastrophic Illness or Injury	52
Child Care Leave	54
Compensation and Benefits	67
Contract Year	20
Critical Staff Requirements	68
Definitions	1
Degrees - Advanced	71
Discrimination	3
Dues Deduction	59
Duty Hours	21
Duty-Free Lunch	28

E - I

Employee Authority/Responsibility	11
Employee Evaluation	14
Employee/Principal Communication	26
Experience for Salary Defined	67
Facilities	9
Glades Supplement	82
Grievance Procedure	62
Health Insurance	80
In-Service Training	83
Insurance - Health	80
Insurance - Life	69
Insurance - Teacher Liability	70
Involuntary Transfers	33

J - L

Jury Duty Leave	43
Leaves - Catastrophic	52
Leaves - Child Care	54
Leaves - General Provisions	38
Leaves - Jury Duty	43
Leaves - Military	43
Leaves - Personal	40
Leaves - Political	55
Leaves - Professional	42
Leaves - Sabbatical	44
Leaves - Sick Leave Bank	48
Leaves - Specific Provisions	40
Leaves - Unpaid - General Provisions	53
Leaves - Vacation (Annual)	47
Life Insurance	69
LOD Leave	41
Lunch Periods	28

M - P

Management Rights	3
Meetings	22
Military Leave	43
Miscellaneous Provisions	72
Negotiations Procedure	4
Part-Time Employment	39
Paychecks	28
Payroll Deductions	10
Permanent Substitute Teachers	29
Personal/Academic Freedom	17
Personal Leave	40
Personnel Files	8
Planning Periods	23
Political Leaves	55
Professional Leave	42
Professional Qualifications	23
Professional Service Contract	36
Pupil Detention	10

R - S

Recognition	1
Reduction-in-Work Force	33
Retirement Benefits	70
Retirement Supplement	69
Sabbatical Leave	44
Safety	15
Salaries	67
Savings	4
School Calendar Committee	61
Secondary School Scheduling	30

Sick Leave Accumulation	39
Sick Leave Bank	43
Smoke-Free Environment	31
Specific Paid Leaves	40
Staff Development	27
Strikes	62
Substitute Teachers	24
Summer School Teachers	37
Supplement - Additional Period	83
Supplement - Glades	69
Supplement - Mandatory Inservice	72
Supplement - Retirement	69
Supplemental Salaries	77
Suspension and Dismissal	18

T - Z

Tax Deferred Annuity Program	61
Teacher Responsibilities/Rights	6
Teaching Assignments	23
Teaching Hours and Conditions	21
Temporary Duty Elsewhere (TDE)	48
Term of Agreement	72
Travel Expense	19
Tuberculin Test	16
Tutoring	18
Vending Machines	10
Voluntary Transfers	31
Working Conditions	20
Year of Service	20

ARTICLE I - RECOGNITION AND NEGOTIATION PROCEDURES

SECTION A - DEFINITIONS

The following list of terms will be used frequently in this agreement and whenever they are used will refer to the definitions described below unless otherwise stipulated.

1. "EMPLOYEE" All certificated personnel approved by the Public Employees Relations Commission (PERC) to be members of the bargaining unit.
2. "ASSOCIATION" The Palm Beach County Classroom Teachers Association, the bargaining unit and its duly authorized representative(s) or agent(s).
3. "SUPERINTENDENT" The Superintendent of Schools of Palm Beach County, Florida, or his/her designee.
4. "PRINCIPAL" The teacher's school principal or other immediate supervisor, as applicable, or his/her designee.
5. "BOARD" The School Board of Palm Beach County, Florida, its administrative officers or agents.
6. "SCHOOL SYSTEM" or "DISTRICT" or "COUNTY" The School District of Palm Beach County, Florida.
7. "PUBLIC EMPLOYEES RELATIONS ACT (PERA)" Florida Statutes, 447, Part II Ch. 74-100.
8. "PUBLIC EMPLOYEES RELATIONS COMMISSION (PERC)" The PERC Commission created under F.S. 447.205.
9. "DAY" Unless otherwise specified in this Agreement, "day" shall mean teacher work day.
10. "FEDERAL MEDIATION AND CONCILIATION SERVICE (FMCS)"

SECTION B - RECOGNITION

1. The Association recognizes the Board as the elected representatives of the people of Palm Beach County and the legally constituted

authority responsible for the operation of the
County School System.

2. The Board recognizes the Association as the sole and exclusive negotiations representative of all certificated nonadministrative personnel as defined herein. The bargaining unit shall be defined as set forth by the Public Relations Commission in Case #8H-RA-754-1063, Certificate #24, Certification of Representative Following Recognition Acknowledgment, and Order to Negotiate, issued by the Public Employees Relations Commission on April 24, 1975, as modified by PERC Order #82M-373 dated November 17, 1982 to wit:

INCLUDED:

Area Primary Specialist
Area Primary Diagnostician
Bilingual Coordinating Teacher
Coordinating Teacher
Coordinating Teacher - Title XX
Audiologist, Special Education
Specialist, Physical/Occupational Therapy
Special Education Staffing/IEP Specialist
Educational Diagnostician
Permanent Substitute Teacher
Central Media Specialist/Professional Librarian
Senior High Counselor
Junior High/Middle School Counselor
Elementary Counselor
Specialist for Student Activities
Primary Resource Teacher
Program Specialist, Florida Diagnostic/Learning Resource System
Special Education Resource Teacher/Parent Liaison
Specialist in School Psychology
Dean
Human Relations Counselor I
Human Relations Counselor II
Area Mathematics Consultant
Reading Consultant
Reading Clinician
Teacher Coordinator, Executive High School Internship Program
Media Specialist

EXCLUDED:

Central Primary Specialist 1
Curriculum Development and Implementation 2
Specialist 3
Specialist in Accountability 4
Specialist in Evaluation and Test Development 5
Specialist in Testing 6
Specialist - Statistician 7
Specialist, Special Education 8
Adult Basic Education Specialist 9
Resource Specialist for Exceptional Adult Education 10
Community Instructional Services Specialist 11
Coordinator of Guidance Services 12
Specialist in Health Services 13
Specialist in Affective Education 14
Media Specialist - Processing 15
Instructional Support Specialist, Fine Arts 16
ITV Programming Specialist/Manager 17
Specialist, Agriculture and Part-time Programs 18
Specialist, Home Economics and Health Occupations 19
Specialist, Manpower Occupational Training 20
Specialist, Vocational Education (Staff 21
Development) 22
Specialist, Vocational Education 23
Specialist in Special Education, Vocational 24
Services 25
Special Education Area Coordinator 26
Community Resources Specialist 27
ESEA Title I Regular/Title I Migrant Consultant 28
Specialist, ESEA Title I Regular/Title I Migrant 29
Project 30

3. The Board and the Association subscribe to the 31
principle that differences shall be resolved 32
by peaceful and appropriate means. 33

SECTION C - DISCRIMINATION 34

The parties agree that, consistent with past 35
practice, the provisions of this agreement 36
regarding such items as training, assignment, 37
promotion, transfer, discipline or termination 38
shall be applied without regard to race, creed, 39
color, religion, national origin, age, sex, 40
domicile, marital status, or membership in the 41
Association. 42

SECTION D - MANAGEMENT RIGHTS 43

The Board hereby retains and reserves unto itself, 44
the Superintendent, the principals and other 45

administrative personnel of the School System, all powers, rights, authority, duties and responsibilities, and the exercise thereof, as conferred upon and vested in them by the Constitution and the Law and the Regulations of the United States and of the State of Florida, and the policies of the School Board of Palm Beach County, without any such exercise being made the subject of a grievance or arbitration except as such exercise may be contrary to the express provisions of this agreement.

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SECTION E - SAVINGS

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If any section of this agreement is invalidated by statutes or court order, then only said section shall be invalidated. At the request of either party, such invalidated section shall be reopened for negotiations. If the parties are unable to resolve the invalidated section(s) within twenty (20) days of the commencement of negotiations and such section(s) is a mandatory subject for bargaining, the parties agree to abide by the provisions of Chapter 447, F.S., concerning said invalidated section(s).

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SECTION F - NEGOTIATIONS PROCEDURE

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1. Representation

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(a) Members of the Board or their designated representatives and representatives named by the Association shall meet for the purpose of negotiating an agreement. Neither party will attempt to exert any control over the other's selection of its representatives.

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(b) Consultants may be called upon by either party at their own expense and utilized in the negotiations of any matter being considered by the representatives of the parties.

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(c) No action of any kind shall be taken by the Board or by any members of the Administration against any employee, or by the Association or any employees against the Superintendent or the Board, by reason of participation in negotiations.

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2. Requests for Negotiations

(a) The parties agree that negotiations shall take place beginning April 15, in any year the contract is to expire or there are reopeners. However, if the revenue picture is unclear for the coming school year, the negotiations shall be extended for that period of time necessary to receive reasonable accurate data for revenue projections and to reach agreement on salaries and other cost items.

(b) A list of all items to be negotiated shall be submitted by each party to the other by April 15. At the meeting immediately following submission of items, both parties shall submit complete written proposals for their items.

All items in the current comprehensive agreement shall automatically be considered as items on the table. Items on which the parties continue to agree shall be initialed as tentative agreement. Meeting times shall be agreed upon by the negotiating teams as may be necessary to complete negotiations on matters under consideration. An unreasonable delay by either party shall be considered a breach of good faith. Meetings, by mutual agreement, shall be scheduled during the normal work day whenever possible; and released time, without loss of pay, shall be arranged when meetings are held while school is in session.

3. Administration of this Agreement - The parties agree that the President of the Association or his/her designee and the Superintendent or his/her designee, will develop a schedule to meet at reasonable times and frequency, not less than once each month, to review problems which may arise out of the administration of this agreement, or changes in program which call for procedures or policy(s) in conflict with this agreement. Upon advising and receiving approval of their constituency, legislative or authoritative bodies, the Association and the Superintendent may, by

mutual agreement, alter in writing the terms of this agreement.

4. Exchange of Information - The parties agree to furnish to each other, upon reasonable request, at least one copy of such information as is requested by the other for developing intelligent, feasible and constructive proposals in behalf of teachers, students and the school system. Likewise, this information shall include but not be limited to, complete and accurate financial reports, individual and group insurance premiums and experience figures, budgets for the past three years which indicate the tentative budget for the next school year at the time which the Board receives it. In addition, the Board will furnish information on the number and level of teachers on the salary schedule and their matching benefits, on request of the Association.
5. Authorization - Both negotiating teams involved in negotiations shall be empowered to reach tentative agreement without having to refer each proposal back to the Association or the Board. Not being able to negotiate in this manner would be considered a breach of good faith.

ARTICLE II - TEACHER RESPONSIBILITIES AND RIGHTS

SECTION A - RESPONSIBILITIES

1. Teachers are expected to serve on school committees, self-evaluation and accreditation committees, attend meetings and workshops, and assist in the smooth functioning of a school center in compliance with F.S. 231.09 dealing with the duties of instructional personnel. Such service, except as otherwise noted in this agreement, shall be on a voluntary basis if it extends beyond the normal workday, unless compensated, compensatory time is given, or a salary supplement is received.
2. Employees shall assume reasonable responsibility for the safe return of all school property. Nothing herein shall be construed to require unreasonable record-

- keeping or to require unreasonable accountability, particularly where students use and may damage equipment, when adequate secure storage is not available, where several persons may utilize the same room, and similar circumstances. Any charge made for lost or damaged items shall be at appropriate depreciated value. Accidental damage and theft shall be excluded from charges. Any employee who believes he or she is charged for a lost or damaged item unjustly may appeal the charge through the normal grievance procedure. 1
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3. Teachers shall use diagnostic test results, along with other pertinent information, to assist in planning an instructional program. 14
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4. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for approved annuities, teacher credit union, United Fund, District insurance plans, and other deductions as approved by the Board. 18
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5. Teachers shall normally restrict their use of the telephone. Only in emergency situations shall they make or receive telephone calls while in charge of students. Teachers may make other calls when they are on release time, planning time, or other times when not in charge of students. The principal shall designate a telephone(s) and line(s) that may be used by teachers according to guidelines established by the principal. 26
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6. Teachers shall be permitted, when they are not scheduled for a prior specific activity, to leave school at the time their students do in order to receive medical or dental treatment. Prior arrangements shall be made with the principal. This provision shall be used by teachers only when other arrangements are not possible. 37
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7. The teacher shall have the right and responsibility to determine grades within the grading policy of the Palm Beach County School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. Only in justified 46
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cases shall a principal change a mark without teacher consent and only then with the approval of the Area Superintendent based on such justification. In either case, any mark change requires two signatures on a form indicating the change and the reason for the change. If initiated by a teacher, approval of the principal must be obtained. If initiated by the principal, approval of the teacher or the Area Superintendent must be obtained. Except during those times when the teacher is not on duty (between school sessions), the teacher shall be consulted prior to the initiating of any grade change by the principal.

SECTION B - PERSONNEL FILES

1. No item except standard forms of the personnel and business offices shall be placed in the employee's personnel file in the central office unless the employee receives a copy of the document. All such documents placed in the employee's file shall be identifiable as to source. No item shall be placed in an employee's personnel file more than one year after it has been brought to the attention of the principal, without concurrence of the employee.
2. An employee may, within fifteen (15) days after receipt of such document, file a statement of reaction to that item. The employee shall provide a copy to the originator of the document and a copy to the personnel office, and such copy shall be placed in the employee's personnel file. The Personnel Department shall acknowledge in writing receipt of such statements of reaction.
3. The college placement folder and recommendations received while considering a person for employment shall be the only confidential contents of the personnel file. These shall not be disclosed to the employee or his/her representative at any time.
4. Except for the confidential contents therein, an employee at any reasonable time may examine his/her personnel file. An administrator must be present when the file is reviewed. An

employee may request and receive at his/her expense a reproduction of any item, exclusive of the confidential contents, in his/her personnel file.

5. The employee may request that a representative of the Association accompany him/her at any time the file is being reviewed by the employee. On notarized authorization, the employee may permit any designated person to examine the file.
6. Unless an employee leaves without notice, no documents or other material may be added to an employee's personnel file after the last day of employment, except for regularly required forms and records that might be connected with termination.
7. The employee may request the removal of any item after five (5) years.

SECTION C - TEACHER FACILITIES

Each school shall have, or shall have on priority one (1) requisition, the following equipment and facilities:

1. A bookshelf or cabinet in each classroom or office for the exclusive use of each employee, where teachers may store instructional materials and supplies.
2. A furnished room which shall be reserved for the use of employees as a faculty lounge. Although employees shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regular cleaned by the school's custodial staff.
3. Where space is available, a room or area furnished with tables and chairs shall be provided for use as a workroom.
4. A serviceable desk, chair, and filing cabinet in each regular classroom.
5. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach for that period of time that the

text is in use by the students in his/her class.

6. Chalkboard space in every regular classroom and a portable chalkboard for use in other than regular classrooms.
7. A dictionary in every classroom where requested.
8. A "regular classroom" shall be interpreted to exclude shops, laboratories, gymnasiums, cafeterias, field houses, and similar rooms and spaces. Teachers using these spaces shall be provided with the items in paragraph four (4) if they have no regular classroom assigned to them.
9. It is the intent of the Board to minimize, where possible, teachers being given floating assignments. All floating assignments will be reviewed by the Principal and Faculty Committee annually. Each floating teacher (teacher with no exclusively assigned regular classroom) shall be provided a desk, file cabinet, and suitable storage space to the extent available. Where this is not possible, definite sharing arrangements will be made by the principal.

SECTION D - VENDING MACHINES IN EMPLOYEES' LOUNGES

At a faculty meeting during the preschool period, a majority of employees shall determine the purposes for which any profits from vending machines in employees' lounges and workrooms will be spent. An accounting of such funds shall be made available to employees for this purpose. Employees shall be expected to maintain such machines.

SECTION E - PAYROLL DEDUCTIONS

1. The Board and the Association agree that payroll deduction services which are within the control of the Board and accruing to employees, shall continue through this contract. The specific deduction types are: Credit Union, Tax Sheltered Annuities, Health Insurance, United Fund, Income Protection and additional Life Insurance.

2. Unless stated to the contrary in other sections of this agreement, the amount deducted from the employee's salary shall be voluntary and no charge shall be made to the individual employee for these payroll deduction services.
3. Payroll deduction for Association dues is provided for under "Association Rights and Privileges."

SECTION F - EMPLOYEE AUTHORITY AND PROTECTION

1. Discipline is the responsibility of all administrators, teachers, and other personnel in the school. The Board recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. No employee, with the exception of deans, shall be required to administer corporal punishment.
2. Student discipline is based upon the premise that students must adhere to the Student Code of Conduct of their respective school, to conform to other regular and special rules and regulations of their school, and to comply with instruction consistent with school routine from all adult school employees.
3. The Student Code of Conduct and disciplinary procedure shall be made available to all employees during the pre-school period by school center principals. Employees shall be afforded an opportunity to participate in an evaluation of the school center disciplinary program each year and propose revisions thereto. Principals shall give consideration to employee proposals in updating the program for the ensuing year.
4. Employees assume the responsibility for taking a positive approach to discipline and to maintain constructive classroom control. An employee may impose prudent classroom discipline consistent with the school's Student Code of Conduct and disciplinary procedure and may take other prudent actions as may be necessary to protect himself/herself from attack or to prevent injury to another student. Any discipline imposed by an

employee must be consistent with Board Policy
and State and Federal Law.

5. Employees and other school authorities will endeavor to achieve correction of student misbehavior through counseling, interviews, and conferences, which, when warranted, shall be extended to include the student's parents or guardians.

6. In order to facilitate better coordination between the principal and the teacher regarding disciplinary action taken by the teacher and the principal, each school shall use a Student Conduct Report. The teacher shall use this report to maintain an adequate record of classroom discipline. The principal shall use this report to advise the teacher of the action taken. When completed, the Student Conduct Report will show all information relative to the discipline problem including its disposition. In those cases where the teacher feels that a parent/guardian conference would be helpful prior to final disposition of a discipline case, he/she will so note on the Student Conduct Report. If the principal concurs, he/she shall schedule the requested conference as soon as feasible. If the principal does not concur, he/she will consult with the teacher before the final disposition.

7. A teacher may temporarily exclude a student from his/her class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the behavior makes the continued presence of the student in the classroom intolerable. Such student shall be sent to the principal. In such cases, the teacher shall furnish in writing to the principal as promptly as his/her teaching duties will allow, but no later than the end of the work day, full particulars on the problem or incident including a request for teacher/principal consultation regarding the date and conditions of the student's return, if the teacher deems such consultation to be in the best interests of the student or class. If consultation is requested by a teacher at the secondary level, a conference shall be held prior to the child's return to the classroom. If consultation is requested by a

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teacher at the elementary level, a conference may or may not be held prior to the child's return depending on the availability of administrative personnel. However, a conference shall be held at the earliest possible opportunity. The final determination of when and under what conditions the student will be readmitted to the classroom shall be determined by the principal after the foregoing conditions have been met.

8. Any case of assault upon an employee which occurs in the line of duty shall be promptly reported to the principal. The Board shall provide legal advice to the employee concerning his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. In such event, the following shall apply:

(a) In case of temporary disability, the employee shall have full benefit of this agreement, and any days lost up to twenty (20) days due to the resultant disability shall not be deducted from any previously accumulated sick leave.

(b) Time for appearances before a judicial body or legal authority shall result in no loss of salary or reduction of accumulated leave.

(c) In case of injury to the employee, the Board will pay all medical and dental costs above that covered by all insurances covering the employee, whether personal or paid by the Board. The injured employee shall fully cooperate with the Board in the determination of the amount of any claim. Liability for each individual case shall not exceed a cumulative total of \$5,000.

(d) Where an employee is found guilty of a criminal charge related to the incident by a court of competent jurisdiction, the Board shall be immediately released from further responsibility to the employee.

9. No action shall be taken against an employee on the basis of a complaint by a parent/guardian or student or other individual, nor shall any notice thereof be included in an employee's personnel file, unless the matter is first reported to the teacher in writing. The employee shall have the right to attach a statement to the written complaint. Before any complaint is determined to be valid, it will be discussed with the teacher in a conference. Once the investigation has been conducted, the employee shall be advised of any valid complaint.
10. The Board shall reimburse teachers for reasonable cost of clothing or other personal property damaged or destroyed as a result of an assault which occurs while the teacher is acting in the discharge of his/her duties within the scope of his/her employment. The teacher shall be responsible for establishing the relationship between the damage and performance of the teacher's responsibility before becoming eligible for reimbursement under this section. the total liability of the Board for each occurrence shall be Four Hundred Dollars (\$400) less any amount reimbursed by insurance.

SECTION G - EMPLOYEE EVALUATION

1. Prior to the initial observation, the employees shall be informed of the criteria and procedures to be followed and shall be given a copy of the evaluation instrument to be used in the process. Each formal evaluation shall be preceded by an observation of not less than 10 minutes in duration by the principal or designee.

Evaluations and observations that are part of the evaluation process shall be performed by certificated administrative personnel trained by the District.

2. No bargaining unit member shall evaluate another member of the bargaining unit.
3. Employees shall be notified of the approximate date when the observation which precedes the formal evaluation will take place. Other observations may take place at any time

without prior notice. However, if any deficiency is noted which may be used as part of a subsequent formal evaluation, the principal or designee shall provide the employee with written or oral feedback with specific recommendation for improvement when appropriate within 10 days.

4. Employees shall be formally evaluated at least once yearly prior to June 1. The evaluation shall be discussed with the employee by the evaluator. After the conference, the employee shall sign the completed evaluation instrument to demonstrate that it has been received.

The employee shall have the right to initiate a written response to the evaluation which shall be made a part of the employee's official personnel file within 15 days after the evaluation conference.

5. The evaluator shall provide assistance to employees who have received a less than satisfactory rating in any performance area on the evaluation.

6. Employees adjudged to be full-year beginning teachers shall be evaluated under the Beginning Teacher Program.

7. No administrator shall discuss any matter relating to the performance of any employee in the presence of students, parents, or employees not directly affected.

8. When changes in employee evaluation are being considered, opportunity for input from the Association shall be provided prior to the implementation of the changes.

SECTION H - SAFETY

The Board will make reasonable effort to provide and maintain safe working conditions in the physical plants under control of the School Board. To this end the Association will cooperate and make a reasonable effort to encourage the employees to work in a safe manner.

SECTION I - TUBERCULIN TEST

The Board shall not require a tuberculin test or negative chest X-ray after initial employment unless tuberculosis is suspected in the employee or employee contacts, in which case the Board shall select the physician(s) and will pay for the costs incurred.

SECTION J - PUPIL DETENTION, SEARCH AND SEIZURE

1. Non-directed

Pursuant to the laws of the State of Florida, Chapter 71-828, whenever any employee encounters any student on the school grounds of the school under circumstances which reasonable indicate that such student has committed, is committing, or is about to commit a violation of the laws, he may temporarily detain and question the student for the purpose of ascertaining the circumstances surrounding the presence of the student detained which led the employee to believe that he had committed, was committing, or was about to commit a violation of the law.

If, at any time after the onset of the temporary detention, probable cause arises that the detained student is unlawfully concealing, or has unlawfully concealed, stolen or illegal property on his person or within his locker, said employee may search the temporarily detained student and his locker only to the extent necessary to disclose, and for the purpose of disclosing, the presence of such stolen or illegal property. If the search discloses stolen or illegal property, it may be seized.

No student shall be temporarily detained longer than is reasonably necessary. Such temporary detention shall not extend beyond the place where it was first effected, or the immediate vicinity thereof.

2. Directed

Any requirement of an employee other than deans to search or seize any locker or other personal possession of any student shall be made in writing to the employee prior to the

required search and seizure. Deans, when specifically directed by the principal to make a search or a seizure, shall be given such written authorization by the close of the school day in which the requirement was placed upon the dean. Through such written authorization, the Board assumes all liability for the search and seizure made by any employee or dean carrying out the written direction of the principal, and such employee or dean shall be totally indemnified.

SECTION K - PERSONAL AND ACADEMIC FREEDOM AND RESPONSIBILITIES

1. As provided by the statutes, the personal life of an employee is not an appropriate concern or attention of the Board except as it may directly interfere with the employee's performance of his/her assigned duties and functions.
2. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee, providing said activities do not violate any local, state or federal law.
3. In the spirit of academic freedom, employees will create a classroom atmosphere which invites in-depth study of the critical issue(s) of the day. The classroom environment shall be conducive to investigation, interpretation, analysis and evaluation of data on all sides of the critical issue(s) under study. The employee is responsible for exercising sound judgment in selecting for discussion those issues which are relevant to the maturity and understanding of the students involved.
4. The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the Palm Beach County School District. Accordingly, the parties agree that employees shall be guaranteed freedom in classroom presentations and discussions, and may introduce politically, religiously, or otherwise

controversial material, provided that such material is relevant to the course content, appropriate to the student group, and presented in such a way as to inculcate higher personal and moral standards in the students. When a claim is made that this provision has been violated, the principal shall make a careful review with the employee prior to rendering a decision on the matter.

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SECTION L - TUTORING

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1. Every effort shall be made by the principal and employee to help the child with his difficulties at school before recommending that parents engage a tutor. The cases where individual tutoring is recommended and a fee is to be assessed for such services, compliance with the following provisions shall be observed.

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(a) An employee shall not tutor any student enrolled in his/her classes.

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(b) Tutoring for which an employee receives a fee shall not be conducted on school facilities or on school time.

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(c) Employees who accept outside tutoring engagements must make their own arrangements with the parents for the fee to be assessed.

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2. This provision is not applicable to Board approved summer tuition programs.

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SECTION M - EMPLOYEE SUSPENSION AND DISMISSAL

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1. Any employee may be suspended without pay at any time during the school year for just cause which includes but shall not be limited to the following: immorality, misconduct in office, incompetency, gross insubordination, willful neglect of duty, drunkenness, or conviction of a crime involving moral turpitude (FS 231.36).

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2. A statement of the charges lodged against an employee must be provided to the employee in accordance with applicable Florida Statutes and due process requirements.

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3. Any suspended employee shall have the right to Association representation at all proceedings subsequent to the initial notice of suspension.
4. Final action on the recommendation to dismiss requires an affirmative vote of a majority of the full Board.
5. Further, processes guaranteed in FS 231.36 shall be included herein and guaranteed to all employees.
6. Only the Board's adverse action under this section shall not be grievable.

SECTION N - AUTHORIZED TRAVEL EXPENSE REIMBURSEMENT

1. All travel for employees must be authorized by the Superintendent prior to departure and incurrence of expenses.
2. Authorized mileage for in-county and out-of-county travel, including per diem, shall be reimbursed at the rate provided by Florida Statute and State Board Administrative Rule. In the event that there is a change in Statute or State Board Rule, payment will be retroactive to the effective date of the Statute or State Board Rule.
3. Meetings for which the traveler will be reimbursed by another agency, organization or institution shall be excluded from these provisions.

SECTION O - WITHHOLDING OF INCREMENTS

Upon recommendation of the Principal and the Area Superintendent, the Superintendent may withhold, from an annual contract employee, any increment or any part of an increment, or an adjustment or part thereof, for cause. "For cause" shall be interpreted as failure on the part of the employee to follow District and individual school regulations, failure to carry out assignments, failure to assume his/her responsibilities in enforcing school regulations, failure to receive a satisfactory rating on the evaluation of the employee, and/or as any of the causes for termination of a contract.

Before an increment or a part of an increment is withheld, the Superintendent shall meet with the employee for the purpose of Warning" him/her by March 1. At the time of such meeting, at least one other administrator shall be present and the Association shall be notified of the meeting and given an opportunity to be present. If subsequent to this meeting, the cause of unsatisfactory service is not removed, in the opinion of the administrators, the employee must be notified in writing prior to July 1, as to why the increment or portion of the increment to which the employee would be entitled under the salary schedule in effect will not be granted. An employee who has had one or more increments or portions of increments withheld shall become eligible for future increments when the Superintendent places the employee so affected at the experience level the employee would have achieved had the increment not been withheld. However, salary increments to which the employee would have been eligible had his/her increments not been withheld, will not be restored.

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ARTICLE III - WORKING CONDITIONS

SECTION A - CONTRACT YEAR

1. The employee contract year shall be 196 days and is a ten (10) month contract. During the term of this agreement, the Board shall provide six (6) paid holidays annually. Employees new to Palm Beach County shall have two (2) additional inservice days prior to the regular school year.
2. Extended days shall be granted at the discretion of the Board and with the voluntary agreement of the employee. However, if no qualified volunteers are available and staffing need cannot be otherwise met, the Board reserves the right to appoint an employee to an extended contract of no more than 216 days (206 days for vocational and adult education employees.) Such involuntary appointments shall be made on the basis of seniority, with the least senior qualified employee appointed first.

3. Any extension of the regular 196 day contract, as approved by the Board, shall be compensated at the employee's daily rate as determined by dividing 196 days into the annual salary of the employee.

SECTION B - TEACHING HOURS AND CONDITIONS

1. Duty Hours

- (a) Except for faculty or professional meetings, the duty day shall be a maximum of seven (7) hours and 30 minutes consecutively, provided that this shall not apply to those employees contracting for less than full-time duty.
- (b) The work day for all employees assigned to a school center during pre-school, post-school, and all planning days during the regular school year shall be from 8:00 am to 3:30 pm, with one hour for lunch; otherwise, the work day shall be as modified by the principal.
2. Leaving the Building - At times when an employee does not have scheduled instructional responsibilities, conferences, or other assigned duties, the employee may, upon approval of the principal, leave the school building for personal reasons. Such approval shall be equitably applied. Any employee who is away from the building under this provision shall not be considered to be carrying out the responsibilities of his/her position, and the Board shall not be liable for injury to the employee or damage to the employee's property.
3. Check-In Procedure - Employees shall not be required to "clock in" or "out" by hours and minutes.
4. Planning Periods - Planning periods are provided for the purpose of instructional planning. Teachers in the middle schools, junior high schools and high schools shall be given a planning period equal to one class period each day. Except when faculty meetings or other professional responsibilities prevent, elementary teachers shall have a non-

student contact planning period of 45 consecutive minutes. Such planning period shall be scheduled before or after the student day at the determination of the principal. Whenever possible, principals shall refrain from scheduling meetings during planning time which require teacher attendance in the same week as faculty meetings are scheduled.

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5. Relief Time for Elementary Teachers - Elementary teachers shall be provided, as a minimum, a 15-minute break during the school day. Where resources and the instructional plan permit, principals may schedule a 15-minute in both the morning and afternoon periods.

6. Meetings

(a) Faculty Meetings - In addition to the regular workday, employees may be required to spend time before or after the regular workday without additional compensation or compensatory time for the purpose of attending faculty staff development, school self study, and principal-approved departmental meetings for an average of two (2) days each month. Faculty meetings shall be consecutive with the regular workday. Employees shall not be required to remain longer than 60 minutes beyond the regular workday for such meetings.

(b) Meetings prior to and on Holidays and Weekends -Except in the best interests of the school, a meeting which takes place after the regular work day and which requires attendance shall not be called on any day immediately preceding nor on a day which does not require employee attendance.

(c) Notice of Meetings - The notice of any meeting shall be given to the employees involved at least two (2) days prior to the meeting, except in extenuating circumstances.

SECTION C - PROFESSIONAL QUALIFICATIONS AND
TEACHING ASSIGNMENTS

1. Teachers shall be given an opportunity to express their preference of grade and subject taught. The principal, however, shall have complete authority for the assignment of teachers within a school.
2. A teacher should not be assigned to teach in a grade level and/or subject area that is not within the scope of his/her teaching certificate or of his/her major field of study, except in extenuating circumstances.
3. Secondary teachers shall not normally be assigned to teach in more than two (2) distinct academic fields or be assigned to more than three (3) distinct preparations that can be distinguished by obvious and clearly recognized differences in content and that require significant preparation and considerable time.
4. The parties agree that enrollment shifts and other extenuating factors may prevent the finalization of teaching assignments prior to the opening of school. The parties also recognize that it is desirable for teachers to know their teaching assignments as soon as possible. Accordingly, each teacher shall be given a tentative teaching assignment for the next school year prior to the last day of duty for the current year. If changes in teaching assignments must be made after the last duty day, the administration shall notify the teacher, by mail or phone, within ten days of the change, in order to maximize preparation time.

SECTION D - TEACHER ASSIGNMENT DURING PLANNING
PERIOD

1. Except in extenuating circumstances, a teacher who covers another teacher's class during his/her planning period, shall not be requested to waive another planning period for this purpose until all available teachers have waived the same.
2. A teacher who has covered another teacher's class during his/her planning period shall be

compensated for the lost planning time as follows:

(a) The teacher shall be given compensatory time or an additional uninterrupted planning time.

(b) The taking of this time shall be determined by mutual consent of the teacher and principal.

(c) Such time shall be taken in blocks of no less than twenty minutes.

SECTION E - SUBSTITUTE TEACHERS

1. It is the intent of the Board that substitutes will be provided when the regular teacher is absent. However, in emergency situations, a teacher may be assigned to cover another teacher's classes during their planning period.

2. The employee who must be absent will notify the principal as soon as the need for the absence becomes known. This notice shall be given no later than one (1) hour before the beginning of the work day, except in extenuating circumstances.

3. In each school, the principal will develop a process for securing substitute teachers. This process will provide that no teacher shall be required to obtain his/her own substitute. However, the teacher and the principal may agree to an alternative whereby the teacher calls his/her own substitute. It is recommended that such agreement be reduced to writing.

4. The teacher shall be responsible for the preparation of daily lesson plans to be made available to a substitute in the absence of the teacher. Such plans shall be made in advance at all times. Lesson plans shall be prepared in such a way as to enable a substitute teacher to carry on the teaching assignments with continuity in the educational program.

5. It is the employee's responsibility to notify the principal of the time of his/her return to

service. If possible, notice should be given prior to the close of the school day before expected return so that the substitute can be notified not to return. If an employee returns to school without providing adequate notice of his/her return, he/she will have deducted from his/her salary any loss suffered by the District for failure to notify the substitute not to report, or the employee may take a day of his/her personal leave.

SECTION F - SCHOOL CENTERS

1. Distribution of School Center Procedures

Each employee shall be provided at the beginning of the school year with a copy of the school's Teacher Handbook describing the basic operating procedures of the school. The Association's faculty representative chairperson will be provided with two additional copies upon request. While it is recognized that procedures may change at any time at the discretion of the principal or as a result of the Superintendent's Administrative Directives, any such changes should be reduced to writing as soon as the principal's duties will permit. No such change shall violate Board Policy or the provisions of this Agreement. Such written changes should be distributed as provided above.

2. Class Sanctity - The Association and the Board recognize the importance of uninterrupted classroom instruction and agree that interruptions shall be kept to an absolute minimum. Except for instances in the best interest of the school, the following guidelines shall apply:

- (a) Intercom announcements shall be made during homeroom periods or during other specially designated periods.
- (b) Announcements to individual employees shall be placed in employees' mailboxes or made before the instructional period begins.
- (c) Students will be called only by the administrative or counseling staff or for

other school activities with prior approval of the principal.

(d) Routine announcements will be distributed by daily bulletin or made during homeroom or other designated periods.

(e) Telephone calls identified as being of an emergency nature which affect the health, safety, and welfare of an employee or his/her immediate family, shall be immediately transmitted to the employee.

3. Special activities in secondary schools will be scheduled on a rotating basis or class schedules will be adjusted to insure that the amount of time spent away from any class will not be inequitable. Exception to this procedure may be made when the procedure is impractical.

SECTION G - EMPLOYEE/PRINCIPAL COMMUNICATION

1. Employees will be provided reasonable opportunity to meet with the principal at least one (1) time each semester during the school year on school time to review and discuss local school problems and practices, and be involved in the revision or development of building policies.

2. If desired, the members of the CTA bargaining unit at each school may elect, by secret ballot, a Faculty Committee to deal with concerns. The designated CTA Faculty Representative shall serve as a member of the Committee, and shall facilitate the election of the other members.

The Faculty Committee shall meet with the Principal at mutually agreeable times to discuss any problems or concerns which may result in the smoother operation of the school. If the Faculty Committee, after meeting with the Principal, still have concerns which they feel were not adequately addressed, they may call for a meeting with the Superintendent (or his designee), for further consideration and review of the problem.

3. Areas for consideration shall include, but not be limited to, such matters as budget, curriculum textbooks, distribution of materials and supplies, assignment of duties, staffing, discipline, and parent visitation.

SECTION H - RELEASING CHILDREN FROM SCHOOL

Employees shall not release a child from the school without written authorization of the principal.

SECTION I - MONEY LEFT IN SCHOOL AFTER HOURS

1. The principal shall make provisions for funds collected during the early part of the school day. The principal shall also make provisions for funds collected during late afternoon or evening activities so that these can be placed in a night depository. Employee sponsors of activities, or any individual employee, should not be expected to safeguard funds but shall place these funds in a night depository.

2. Employees charged with the responsibility of depositing funds shall be reimbursed mileage at the rate provided by Florida Statute and State Department Rules.

SECTION J - ITINERANT TEACHERS AND ADULT EDUCATION TEACHERS

In arranging schedules for teachers who are assigned to more than one school, an effort shall be made to limit the amount of inter-school travel. Such teachers shall be notified of any changes in their schedules two (2) days prior to such changes except in extenuating circumstances.

SECTION K - STAFF DEVELOPMENT (IN-SERVICE TRAINING)

1. In compliance with the law, a staff development program for employees will be provided each year by the Board.
2. The purpose of staff development programs is to improve the quality of instruction in the schools, to enhance and expand the qualifications of employees, and to provide teachers alternative ways to update their certification.

3. Employees shall participate in the planning, implementation, and evaluation of the staff development program when applicable.

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SECTION L - PAYCHECKS

1. Each employee shall be paid in twenty-four (24) equal installments to be issued on the 15th and the last day of each month, except that the June 15 pay check shall be paid to employees on their last duty day of the school year.
2. Employees shall receive their checks at their regular building on regular school days except when the pay period falls during summer of holiday periods, in which case, checks shall be mailed to the employee's home address.
3. All accrued pay with the exception of one final check, not to exceed one twenty-fourth (1/24) of the employee's annual salary by more than 5%, shall be paid on June 30. The final check shall be paid no later than July 10. Employees may have their final check sent to a special address by furnishing a self-addressed envelope to the principal.
4. When the pay day as described in (1) above falls on a weekend or holiday, checks will be issued on the last duty day prior to the weekend or holiday of the last duty day precedes, by no more than two (2) days, the weekend or holiday.
5. A schedule of summer school pay dates shall be posted in each summer school center.

SECTION M - DUTY-FREE LUNCH

1. All employees in secondary schools shall have a duty-free lunch period equal to the regular student lunch period.
2. All employees in the elementary schools shall have a duty-free lunch period equal to the regular student lunch period and scheduled at the time of the student lunch period, 80% of the time. Employees shall earn compensatory time when lunch is not duty-free.

SECTION N - EXTRA DUTY ASSIGNMENT

Employees will not be assigned to extra duty assignment(s) in conflict with previously assigned duties.

SECTION O - PERMANENT SUBSTITUTE TEACHERS

The work year for permanent substitute teachers shall be 184 days. Permanent substitutes shall be paid in accordance with Appendix F. The teacher payday schedule shall not apply to permanent substitutes.

The work day for permanent substitutes shall be seven (7) hours per day, excluding a lunch period equivalent to the student lunch period.

Permanent substitutes are classified as noninstructional employees and will not receive increments for experience, paid holidays, nor will service as a permanent substitute be counted toward continuing contract or professional service contract. Sick leave shall be earned in the same manner as other noninstructional personnel.

Permanent substitute teachers may be allowed four (4) days paid leave for personal reasons each year to be charged against accrued sick leave and provided that such leave shall not be cumulative. Except in emergency situations, employees shall request such leave one (1) week in advance. Personal leave may be authorized in the event of an emergency (the nature of which shall be identified) or for other essential matters which cannot be accomplished during non-working hours, provided such leave shall at no time be granted for purposes of recreation, job interviews, any form of job action, activities which will result in taxable income to the employee, or to attend association business. Personal leave requests shall not be made for any day immediately preceding or following a Board approved holiday or the first or last week of the school year when students are in attendance.

When a permanent substitute is not filling in for an absent teacher, the permanent substitute will perform other duties as directed by the principal.

All newly hired permanent substitute teachers shall be subject to a probationary period of ninety (90) work days. Probationary employees may be dismissed

without recourse. Probationary employees shall not be eligible for any type of leave, except accrued sick leave or short term unpaid leave not to exceed five (5) days due to illness only.

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Permanent substitutes shall be evaluated once annually and shall be given a copy of the written evaluation. A permanent substitute who has not been recommended to the Superintendent for reappointment shall be notified in writing by the principal at least fifteen (15) days prior to the date the Superintendent submits his recommendations to the Board for noninstructional personnel.

SECTION P - SECONDARY SCHOOL SCHEDULING

1. Classroom teachers in the junior high schools, middle schools, and high schools, and Sabal Palm School and the North and South Area Alternative Schools, shall not be required to teach more than five (5) class periods per day.
2. An assignment of a classroom teacher in a secondary school to teach a sixth period shall be by mutual agreement of the classroom teacher and principal. However, in the event a volunteer is not available, the Board reserves the right to assign a teacher to an additional period.
3. The length of the class period in the junior high schools and middle school shall not be less than 50 minutes nor more than 55 minutes unless specifically directed by the legislature. The length of the class period in the high school shall not be less than 50 minutes nor more than 55 minutes but may be extended to a maximum of 60 minutes in order to implement a six period day if permitted by the legislature.
4. The regular daily schedule of each high school classroom teacher in grades 9012 shall consist of five (5) periods of instruction with a seven-period instructional day for students. Of the remaining two periods, one shall be assigned for purposes of instructional planning, in accordance with Article III.B.4. The second period shall be used for instructional planning and other work-related activities of the classroom teacher; when

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necessary such activities may include assigned school operation responsibilities which were traditionally managed before, during or after the student day. Such assignments shall be equitably distributed.

5. Classroom teachers in secondary schools who teach a sixth class period shall be compensated according to Appendix B. Should an employee work less than the entire year, the supplement will be prorated for the amount worked.

SECTION Q - SMOKE-FREE ENVIRONMENT

1. In schools where both a smoking and non-smoking lounge are provided, facilities in the non-smoking lounge will be equal to or better than those in the smoking lounge (i.e., if the smoking lounge has restrooms and the non-smoking lounge doesn't, the smoking lounge will be made into the non-smoking lounge). In schools where only one faculty lounge exists, it shall be a non-smoking lounge. In this case, there shall be no requirement to designate a smoking lounge.
2. By a 2/3 vote of the employees, an entire school may be designated a non-smoking area.

ARTICLE IV - VACANCIES, TRANSFERS AND REASSIGNMENTS

SECTION A

The Board and the Association agree that, except as specifically modified by this agreement, the Board has and retains unaltered, its legal right to select, assign, reassign, or relocate any of its employees as it deems appropriate to carry out its mission under the law and State Board of Education Regulations.

SECTION B - VOLUNTARY TRANSFERS

1. Employees desiring to voluntarily transfer to another school shall make a request to the Division of Personnel Relations. Such request shall be submitted no later than January 15. The Division of Personnel Relations shall acknowledge receipt of the transfer request.

2. In order to receive active consideration for transfer for the next school year, a vacancy must exist at the transferring school; the vacancy must be in the teacher's area of certification; and the transferring teacher must be in his/her 3rd year in the District or be on continuing contract or professional service contract at the time of the request for transfer.
3. Employees who meet the criteria for transfer as noted above shall submit a resume to the principal at the transferring school. The resume shall be postmarked no later than five (5) days after the date the vacancy appears in the "Employee Focus." The principal at the transferring school shall review and screen all resumes and shall be required to interview a minimum of five (5) applicants, if that number have applied, for each advertised vacancy before filling the position. All transfer applicants who seek a particular position shall be notified by the principal when they are removed from further consideration.
4. February 1 shall be the normal start date for the voluntary transfer process. The principal shall advertise in the "Employee Focus" all known vacancies for the subsequent fiscal year resulting from additional teacher allocations, retirements, resignations, transfers, etc. by February 1. The transfer process shall not begin until the principals have been informed of their teacher allocation for the ensuing year. Additional vacancies which occur during the transfer period shall also be advertised.
5. April 30 shall be the normal cutoff date for voluntary transfers. If the voluntary transfer process is delayed, the normal cutoff date will be extended by a commensurate time period. Further, a voluntary transfer may be made after the cutoff date providing both principals are in agreement and the transfer is approved by the Superintendent or his designee.
6. In order to insure active consideration, an employee must reapply for transfer each year.

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7. Selection of teachers for new schools shall be made prior to April 30. 1
8. The "Employee Focus" shall be provided to all members of the bargaining unit and to the Association during the regular school year. 2
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9. The Board and CTA agree to study the operation of the 1989 and 1990 Voluntary Transfer Process. The parties will recommend changes if warranted, for the 1991 Voluntary Transfer Process by November 1, 1990. 8
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SECTION C 14
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Involuntary Transfers - Transfers will be on a voluntary basis, whenever possible. However, correct and proper operation of the School District will necessarily require that involuntary transfers be made. In making involuntary transfers, the convenience and wishes of the individual employee will be considered to the extent that these considerations do not conflict with instructional requirements and best interests of the School District and the pupils. Involuntary transfers deemed necessary by the Superintendent will only be made after the principal has conferred with the teacher. 16
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SECTION D 30
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New Employee Transfers - An employee newly employed who has begun working at a specific school shall not be transferred during the first school year. The only exceptions shall be those due to loss of teacher units or those deemed by the Superintendent to be in the best interest of the school or teacher. 32
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SECTION E 40
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Reduction-in-Work Force - In the event that a reduction-in-work force (RIF) becomes necessary due to declines in enrollment, budgetary restrictions, reorganization, or other cause as determined by the Board, the following reduction-in-work force provisions shall apply: 42
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1. The Board shall determine the specific work locations and areas of certification and specialty or the specific positions to be eliminated. Once the specific areas of 49
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- certification, specialty, or position have
 been determined, reduction shall be made on a
 county-wide basis unless contrary to the
 Board's Comprehensive Plan (Budget), and shall
 be based upon seniority and certification as
 further defined in this section.
2. For the purposes of this agreement, seniority
 shall be defined as length of continuous
 service including approved leaves from the
 last date of employment within the county.
 When ties occur in determination of seniority,
 they will be broken by the date on which
 employment was offered by the Division of
 Personnel Relations or the date of the
 principal's recommendation, whichever is the
 earliest date. If ties remain, the decision
 as to who shall be released shall be made by
 random selection.
3. Reductions-in-work force based upon areas of
 certification shall be governed by the
 following specific provisions:
- (a) In elementary schools, teachers shall be
 considered to be at two levels and shall
 possess appropriate certification for
 that level.
- (1) Early Childhood -- Kindergarten
- (2) Elementary -- Grades One through Six
 (except that elementary teachers may
 not be involuntarily reassigned to
 middle schools.)
- (b) In the secondary schools, areas of
 certification shall be deemed to be areas
 for which the employee holds
 certification and in which the employee
 has worked within the last five years
 (however, a sixth grade teacher at the
 middle school level shall not be
 involuntarily reassigned to an elementary
 school).
4. Once specific positions and/or areas of
 certification and levels are determined,
 reduction shall be made on a county-wide basis
 as follows, unless contrary to the Board's
 Comprehensive Plan (Budget):

- (a) Employees holding temporary or provisional certification will be the first released.
- (b) Fully certificated annual/probationary contract employees, the next released.
- (c) Continuing/professional service contract employees will be the last released.
- (d) Within each of the items (a) through (c), reductions shall be made such that the persons in those areas having the least seniority will be the first released. Further reductions at each level shall be in ascending order of seniority.
5. An employee whose job is to be eliminated by county-wide reduction shall be notified by certified mail.
6. Once reductions have been made on a county-wide basis, then the reductions shall be made in the specific schools identified by the Board. The affected employees shall be reassigned to the open positions created by the county wide reductions. Where possible, employees should be permitted to volunteer for the open positions; and in such reassignment, consideration should be given to such items as proximity to the employee's home, the teacher's certification and experiences, and other relevant factors. Where possible, employees shall be reassigned to the same school. However, both parties recognize the right of the Board to final approval of all assignments.
7. Employees whose positions have been eliminated shall be considered first for positions for which they hold certification as defined in Section F,3. Such employees shall be recalled in descending order of seniority, with continuing contract employees being called first and then fully certificated annual contract employees. Such recall requirements shall not extend beyond the end of the fiscal year in which the reduction occurred or six months, whichever is greater.

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8. Employees being recalled shall be notified by certified mail and shall have ten (10) working days from the date of receipt to respond affirmatively. It shall be the employee's responsibility to make appropriate arrangements for forwarding or receipt of mail if he/she will be away from his/her mailing address for more than three (3) days.

(a) If the employee fails to respond in the affirmative, he/she shall be removed from the recall list and the Board shall have no further obligation to him/her.

(b) If the recall notice is returned and not received, the employee shall retain his/her place on the recall list for the next job opening for which he/she is qualified. However, after the second returned notice, the employee's name will be dropped from the recall list and the Board shall have no further obligation to the employee.

9. Notwithstanding anything contained in this agreement to the contrary, the Board shall have complete and final authority to assign or reassign any employee to any school so as to maintain a racial balance within the school system.

SECTION F - PROFESSIONAL SERVICE CONTRACT THROUGH CHANGE OF ASSIGNMENT

1. Any employee who is otherwise entitled to a professional service contract shall not be deprived of same because of a voluntary or involuntary reassignment.

2. An employee who holds a regular certificate as described by F.S. 231.17, and Rules of the State Board of Education, has completed three (3) years of probationary service in the District, such service being continuous except for leave duly authorized and granted, and has been recommended by the Superintendent for a professional service contract, and reappointed by the School Board based on successful performance of duties and demonstration of professional competence, shall be issued a professional service contract as a teacher in

such form as may be prescribed by Rules of the State Board.

SECTION G - SUMMER SCHOOL TEACHERS

1. The Board will publish each year by approximately March 15 a list of anticipated summer school teaching vacancies, together with the necessary forms and instructions for submitting applications.
2. Teachers who wish to teach in the summer school program shall submit applications so as to arrive at the Personnel Office by approximately April 15. Applications must show the schools in which the teacher will accept employment.
3. The Superintendent shall announce summer school appointments by approximately May 15. The official appointment shall be made in writing.
4. Nothing herein shall preclude an earlier schedule if summer school plans are finalized earlier.
5. Qualified teachers who have applied for summer school assignment, employed at the time of publication of summer school vacancies, shall be appointed before hiring any new staff.

SECTION H - VOCATIONAL EDUCATION, ADULT EDUCATION AND COMMUNITY SCHOOL PART-TIME EMPLOYMENT

1. All qualified employees may apply for employment as vocational education, adult education, and community school part-time employees for evening classes.
2. Appointments for these positions shall be open to all qualified employees of the school system.
3. The Board will publish a list of anticipated vocational education, adult education, and community school part-time vacancies for the next school year in the Employee Focus by May 15. Appointment to these positions shall not occur until two (2) weeks after the May 15 publication of these vacancies.

4. Qualified applicants who are employees of the school system shall be appointed to these positions prior to qualified applicants who are not employed by the school system. In addition, those persons who have held or hold these positions, and have performed satisfactorily shall be considered prior to other qualified applicants as described heretofore.
5. Evening employment will be limited to two (2) nights a week unless additional evening employment is approved by the Director of the respective program.

ARTICLE V - LEAVES PAID AND UNPAID

SECTION A - PAID LEAVES - GENERAL PROVISIONS

Paid leaves are provided for illness of the employee (including childbirth), illness or death of a family member, personal business, vacation leave, injury or illness in line of duty, professional leave, jury duty, witness duty, temporary military leave, and temporary duty elsewhere leave. Prior and sufficient notification shall be given where possible. The following general provisions apply to all paid leaves:

1. Accumulation of Sick Leave - Sick leave days are accumulated as follows:
 - (a) Permanent Full-Time Employees - An employee employed on a full-time basis shall be entitled to four (4) days of sick leave as of the first day of permanent employment of each appointive year, and shall thereafter earn one (1) day of sick leave at the end of each calendar month; provided the employee has been on duty or compensable leave a minimum of eleven (11) days within the month; and provided further, that the employee shall be entitled to earn a

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maximum of one (1) day of sick leave
times the number of months of employment
during the year of employment. Sick
leave shall not be used prior to the time
it is earned and credited to the
employee.

(b) Permanent Part-Time Employees - An
employee employed on a permanent part-
time basis (4 hours or more per day)
shall be entitled to four (4) part-days
of sick leave as of the first day of
permanent employment of each appointive
year, and shall thereafter earn one (1)
part-day of sick leave at the end of each
calendar month; provided the employee
has been on duty or compensable leave a
minimum of eleven (11) days within the
month; and provided further, that the
employee shall be entitled to earn no
more than one (1) part-day of sick leave
times the number of months of employment
during the year of employment. Sick
leave shall not be used prior to the time
it is earned and credited to an employee.
An employee whose duty day basis changes
shall have his/her sick leave balance as
a permanent part-time employee converted
at the rate of two (2) part days of sick
leave to one (1) full day of sick leave.
The same principle applies to a permanent
full-time employee whose duty day
credited sick leave at the time of change
is one (1) full day of credited sick
leave to two (2) part days of sick leave.

(c) Method of Accumulation - Sick leave shall
be cumulative from year to year, and
there shall be no limit on the number of
days of sick leave an employee may
accrue.

(d) Credit for Out-of-County Sick Leave -
Employees shall be entitled to transfer
sick leave credit from other Florida
school systems and state agencies which
are participants in any of the Florida
Retirement Systems, provided that at
least one-half (1/2) of this cumulative
leave must be established within the Palm
Beach County School District. An
employee returning to the system after a

leave of absence or resignation shall be entitled to the accrued balance credited at time of such leave or resignation.

(e) Teachers who teach eleven (11) or more days in the summer school program shall earn one (1) day of sick leave.

2. Verification of Illness - The Superintendent may require a doctor's statement of verification of illness of greater than three (3) days, or whenever an employee is absent the day before or after a holiday or vacation period. However, when misuse of sick leave is suspected, the Superintendent shall investigate and require verification of illness.

3. Employment While on Sick Leave - An employee may not engage in employment during his/her normal duty hours while on compensated leave.

4. Leave Authorization - All absences of employees from duty shall be covered by leave applications which are duly authorized and granted, a copy of which shall be provided employees upon request. Leave for sickness or other emergencies may be deemed granted in advance, if prompt report is made to the proper authority.

SECTION B - SPECIFIC PAID LEAVES

1. Sick Leave - Sick leave claims shall be honored as submitted by the employee for his/her own personal illness, as well as illness or death of father, mother, brother, sister, husband, wife, child, other close relative, or member of the employee's own household.

2. Personal Leave - Five (5) days paid leave shall be allowed for personal reasons each year to be charged against accrued sick leave, provided that such leave be noncumulative.

(a) Except in extenuating circumstances, employees shall request leave for personal reasons 48 hours in advance.

(b) Personal leave requests shall not be made for any day immediately preceding or

following a holiday, except in emergencies.

3. Injury or Illness in-the-Line-of-Duty Leave -

An employee who is absent due to injuries or illnesses clearly received in the discharge of his/her duties shall be entitled to additional sick benefits provided such claim is reported to the principal/department head within three (3) days of the time of occurrence. Except in extenuating circumstances, failure to make such report within the prescribed time limits above shall result in the claim being denied, unless otherwise approved by the Superintendent.

(a) An employee who is injured in the line of duty shall be entitled up to ten (10) noncumulative additional days which shall not be charged against the employee's sick leave balance. Additional emergency sick leave may be granted by the Board at the request of the employee. All claims for such leave must clearly substantiate an injury received in carrying out assigned duties. Additionally, such paid leave shall only be awarded for the duty days for which the employee has been employed. An employee who can clearly demonstrate the contracting of an infectious or contagious disease for which inoculations are not available, and exclusive of upper respiratory infections or complications therefrom, at the school center to which they are assigned, shall qualify for up to a maximum additional ten (10) days of noncumulative sick leave if the disease requires the employee to use more than five (5) days of his/her sick leave balance. If the employee does not have five days of accumulated sick leave, this leave shall begin immediately after the use of the last sick leave day. At the request of the employee, additional sick leave may be granted by the Board.

(b) In cases of unusual illness or injury in the line of duty, an employee may make a request to the Superintendent for additional compensated leave days. If the Superintendent is satisfied that the

condition warrants, he/she shall
recommend additional compensated leave to
the Board.

(c) Any employee who has a claim for
compensation while absent because of
illness contracted or injury incurred as
prescribed herein shall notify his/her
principal as soon as such illness or
injury is apparent and shall file a claim
by the end of each month or pay period as
requested during which such absence has
occurred. The School Board shall satisfy
itself that the claim correctly states
the facts that such claim is entitled to
payment.

(d) Workers Compensation - Any Workers
Compensation payments received by the
employee while on injury or illness-in-
line-of-duty leave shall be reimbursed to
the Board.

(e) Leave While Quarantined - When an
employee has been placed in quarantine by
constituted medical or legal authority,
he/she shall remain away from regularly
assigned duties for the duration of such
quarantine. He/she shall continue to
receive his/her salary during a
quarantine period. Such payments shall
not be charged against other compensable
leave.

4. Professional Leave - Professional leave may be
granted to an employee to engage in activities
which will result in his/her professional
benefit or that will contribute to the
profession. Any employee may be granted a
maximum of three (3) consecutive weeks of
professional leave during any fiscal year with
compensation on duty days when school is not
in session; such leave shall be cumulative to
a maximum of thirty (30) working days.

(a) The employee may not engage in any
compensated activity during normal duty
hours while on such leave.

(b) This leave will not be granted where the
time granted will be utilized for

- enrolling in and completing entire
courses of study.
- (c) An employee who otherwise qualifies may
apply for and receive uncompensated
professional leave as provided in the
unpaid leave section of this Article.
5. Jury Duty - If an employee is under subpoena
for jury duty during the time he/she is
engaged in regular professional duties, he/she
may make application for temporary duty
elsewhere. He/she shall receive regular pay
while on jury duty and shall remit to the
Finance Department in check or money order the
amount of fees, less travel allowance and
other expense allowances, received during jury
duty.
6. Witness Duty - When an employee is under
subpoena as a witness in connection with his
official duties or is under subpoena as a
witness in a court proceeding in which he/she
is not a party to the litigation, he/she shall
be eligible for Temporary Duty Elsewhere leave
and shall receive regular compensation while
on witness duty and shall remit to the Board
in check or money order (no cash) the amount
of fees, less travel allowance and other
expense allowances, received for witness duty.
7. Temporary Military Leave - If the temporary
military service cannot be met outside of that
time of contractual employment, temporary
leave for military service with the United
States Armed Forces or Florida National Guard
will be granted with pay not to exceed
seventeen (17) days of compensation as
provided in Section 115.07, Florida Statute,
or the employee may request uncompensated
personal leave. If temporary military leave
is used, the Board shall be responsible only
for the difference between the pay for
military service and the employee's regular
salary if the employee's regular salary is
greater. All efforts shall be made to prevent
such leave being taken during the time school
is in session. Requests for temporary
military service leave shall be made by letter
and shall be filed with the Superintendent for
Board action. If possible, this shall be done
prior to the date of leave.

8. Sabbatical Leave - After each six (6) consecutive years of satisfactory service in the District, employees may apply for a year's leave of absence for professional academic advancement. Authorized leave shall not break consecutive service. A person on leave may request and be granted sabbatical leave. A fraction of a year exceeding one-half of the regular contractual period shall count as one year's service. The Board will provide employment benefits which are provided a regular employee; however, any additional cost will be paid for by the employee. An employee will not earn sick leave or annual leave, if applicable, while on sabbatical leave. The Board will pay retirement and Social Security contributions on the amount of salary actually paid the employee.

(a) Sabbatical leave for one-half year may be granted if the applicant is eligible by formula with the further provision that said applicant shall not be eligible for additional sabbatical leave until eligibility is re-established by six (6) more consecutive years of satisfactory service.

(b) Sabbatical leave shall be granted to qualified applicants according to the following criteria:

(1) Sabbatical leave shall be granted to the number of teachers that can be granted with a ninety-seven thousand five hundred dollar (\$97,500) budget, if qualified applicants apply.

(2) Sabbatical leave shall be granted based upon points earned. Applicants shall earn one point for each year of continuous service in the District over six (6) years. Applicants shall be considered in descending order of points earned.

(3) Applicants for subsequent sabbatical leaves after the first leave shall not be considered until all applications for a lesser number of

- sabbatical leaves have been considered. 1
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- (4) In case applicants for sabbatical leaves are tied in total points, selection shall be determined by the Superintendent or a committee appointed by him for this specific purpose. 4
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- (c) An applicant granted sabbatical leave shall receive one-half of the contractual gross monthly salary according to the salary schedule, based on 196 duty days. If it is found that a sabbatical leave recipient is violating the conditions of his leave, salary payments may be discontinued and the recipient shall repay all prior payments that were improperly received. 11
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- (d) Sabbatical leave may be carried over from one school year into the next on a continuous basis not to exceed the duty days of the applicant for a year of work. Salary and benefits for a sabbatical leave extending over two school years will be prorated based on the salary schedules of the years involved. Such leave commencing during a year of school shall not be granted until a suitable replacement is provided for the position being vacated. Any carryover from one school year of sabbatical leave into the next is not to be considered a part of the quota of leaves possible the second year. 22
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- (e) The recipient shall have the option of paying retirement contributions for the salary authorized by the Board during sabbatical leave or he/she may pay on the full amount of the salary received 39
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- during the previous year's service. Such decision shall be made at the time of the sabbatical leave request. 46
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- (f) Sabbatical leave applications shall be filed with the Superintendent not later than February 15 of each year. 49
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- (1) Each applicant applying for sabbatical leave for professional academic advancement shall submit information relative to the type of work to be undertaken. Each recipient of such leave shall be required to take sufficient course work as to be classified as a full-time student by the college or university of attendance. Proof that such course work has been completed shall be filed with the Superintendent. 1
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- (g) Sabbatical leave shall not be considered a termination or breach of contract of employment, and a person on such leave shall be returned to the same position held prior to the granting of such leave and that the year of experience be counted for salary purposes. Provided, however, that nothing contained herein shall preclude the Board, upon the recommendation of the Superintendent in the event a position has been abolished, a category of positions has been eliminated, or it is deemed in the best interest of the school system, from reassigning such person, upon his/her return to duty, to such substantially equivalent position as shall then be available. 15
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- (h) An employee who is granted a sabbatical leave shall sign a contract with the District stating that: 35
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- (1) The employee shall return to the District and serve an additional three (3) school years following the expiration of the leave. 39
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- (2) The employee shall repay the full amount of money received for the sabbatical if he/she fails to return to the District. 44
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- (3) The employee shall repay two-thirds (2/3) of the full amount of money received for the sabbatical if he/she returns to the District, but stays only one year. 49
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- (4) The employee shall repay one-third (1/3) of the full amount of the money received for sabbatical if he/she returns to the District, but stays only two years.
- (5) The above (1), (2), (3), and (4) may be waived if the condition of the employee's health is such that he/she files and is qualified for disability retirement from the Florida public schools.

9. Paid Vacation Leave

- (a) Employees who are employed on a twelve-month contract shall accrue leave, exclusive of holidays, with compensation as follows:
 - (1) Employees with less than five years of continuous service at a rate of one (1) day per month, cumulative to twelve (12) days per year.
 - (2) Employees with five (5) years or more continuous service at a rate of one and one-quarter days per month, cumulative to fifteen (15) days per year.
 - (3) Employees with ten (10) years or more of continuous service at a rate of one and one-half (1.5) days per month, cumulative to eighteen (18) days per year.
- (b) Accrued vacation leave shall not exceed thirty (30) work days. The time of vacation will be submitted to the Superintendent for approval upon the written request of the employee and prior recommendation by the principal. Vacation leave for an employee shall be scheduled so that there will be minimum disruption of the Operation of the school system.
- (c) Upon employment termination, the employee shall be paid for all unused vacation leave.

10. Temporary Duty Elsewhere

- (a) Temporary duty elsewhere leave (TDE) may be granted for professional reasons such as attendance at conferences.
- (b) All requests for assignment to temporary duty, except as provided below, shall be submitted to the Superintendent at least ten (10) days in advance. The Superintendent may waive the requirement of ten (10) days advance notice. Temporary duty shall not be used for the purpose of earning college credits, improving and/or renewing certificates, except when participating in a staff development program approved by the Board.
- (c) Temporary duty elsewhere within the District may be approved by the principal when no substitute service or other additional cost to the Board is involved or when provided for in the school's staff development plan. The principal authorizing such temporary duty shall be responsible to ascertain that the temporary duty has been performed. No temporary duty forms need be submitted to the Superintendent for this type of assignment.
- (d) When a TDE is approved by the principal and/or the Superintendent, the employee shall be compensated at his/her regular rate and shall have no deduction from his/her sick leave balance.

11. Sick Leave Bank

The purpose of the Sick Leave Bank (SLB) is to provide a pool of emergency sick leave days from which contributors may draw after their own accumulated sick leave has been exhausted. Nothing in this section shall be interpreted to change any of the provisions in other sections of this Article except as it provides for additional days of sick leave with pay for members of the SLB.

- (a) Membership - A full-time employee, having been employed by the Board for a minimum of one full year (10) months) and having at least ten (10) days of accrued sick leave as of date of application for membership, may enroll in the SLB by voluntarily contributing a newly earned (eleventh) sick leave day to the SLB between August 15 and September 15 of any year in which the bank is to operate. Application forms for membership shall be provided to eligible employees at their school centers during pre-school planning, if possible. An employee shall voluntarily contribute one (1) sick leave day during the enrollment period. Sick leaves donated to the bank will not be returned except as provided hereinafter. Written notification shall be provided to all employee applicants to the SLB informing them of acceptance or rejection to membership.
- (b) Implementation - The SLB will not be implemented until a minimum of 2000 bargaining unit members have been accepted to membership.
- (c) Contributions - In the event the number of days in the SLB bank falls below twenty (20) percent of the number of SLB members, each member of the SLB shall be required to contribute one (1) day from their own accumulated sick leave to the SLB. In the event a SLB member cannot contribute an additional day due to leave exhaustion, and is not currently drawing from the SLB, the additional day shall be the next earned sick leave day.
- (d) Duration - If membership in the bank should fall below one thousand (1,000) the bank shall be discontinued and the days remaining in the bank shall be distributed as provided elsewhere in this section.
- (e) Administration
- The SLB will be administered by a Sick Leave Bank Committee consisting of five (5) representatives appointed by the

Association. Forms may be obtained by participating employees from the school center, Department of Employee Relations, or the Association. It will be the function of the Committee to review the administration of the bank, investigate alleged abuses, and determine eligibility as set forth in paragraph (1) of this section. Committee members shall be provided a quarterly report showing the number of SLB members, balance of days, and number of applications for withdrawals.

(f) Benefits - The SLB shall be used only for the personal illness or disability of the SLB member and shall not be used because of illness, disability or death of any other person.

(1) In the event of a serious illness or injury of a participating employee, causing the employee to be absent from work for an extended period of time, the employee may receive paid leave as follows:

a. All accumulated sick leave and all other forms of paid leave available to the employee must first be exhausted, followed by an unpaid leave of ten (10) continuous work days.

b. Application must be made to the SLB, submitting medical certification and justification for the leave.

c. Contributions - In the event the number of days in the SLB balance falls below twenty (20) percent of the number of SLB members, each member of the SLB shall be required to contribute one (1) day from their own accumulated sick leave to the SLB. In the event a SLB member cannot contribute an additional day due to leave exhaustion, and is not currently drawing from the SLB, the additional

day shall be the next earned sick leave day.

d. The SLB Committee shall not grant days in excess of the balance of days in the bank.

(2) Questions raised concerning the eligibility of an employee to receive benefits will be reviewed by the SLB Committee which will make the final determination. In cases denied, the SLB Committee shall provide, in writing, reason(s) for such disapproval. The applicant may appeal to the SLB Committee for reconsideration within ten (10) days from receipt of denial. The SLB Committee's determination is not subject to the grievance procedure and arbitration.

(g) Abuse - Alleged abuse of the SLB shall be investigated by the SLB Committee and a finding of abuse shall be certified to the Superintendent. Upon a finding of such abuse, the employee shall be required to repay all of the sick leave credits drawn from the SLB and shall be subject to such other disciplinary action as determined by the School Board to be appropriate. Refusal on the part of the employee to repay said credits shall be grounds for termination.

(h) Discontinuance - If it should become necessary to discontinue the SLB, unused sick leave in the bank will be distributed in the following manner:

The number of sick leave days in the bank divided by the number of current members in multiples of 1/2 days will be credited to the member's personal accumulated sick leave account. The balance of days equal to less than 1/2 day per member will be dispensed of by joint decision of the Board and the SLB Committee whose decision will be final and not subject to the grievance procedure and arbitration.

(i) Hold Harmless - The Association, its officers, agents, and members of the bargaining unit will hold the Board harmless for the cost and results of any action which may be brought by any of its members, group or groups of members, members of the bargaining unit, or agencies of law, with respect to the establishment, administration, or expenditure of the assets of the SLB.	1 2 3 4 5 6 7 8 9 10 11 12
(j) Employees choosing not to participate in the Sick Leave Bank shall be eligible for Catastrophic Illness or Injury leave, as defined in Section 12 below:	13 14 15 16 17
(k) Voluntary contributions - Employees choosing not to participate in the Sick Leave Bank may choose to make a voluntary contribution of one or more of their accumulated days to the bank.	18 19 20 21 22 23
12. Catastrophic Illness or Injury	24 25
(a) A catastrophic illness or injury shall be defined as a medical condition not covered by Workers' Compensation requiring absence from work greater than fifty (50) working days of consecutive absence for a single illness or injury.	26 27 28 29 30 31 32
(b) Any employee who sustains a catastrophic illness or injury may apply for and receive, for use on a matching basis, supplementary catastrophic illness or injury leave not to exceed the number of regular, unused sick leave days that the employee had accumulated on the first day of the regular sick leave applied to the catastrophic illness or injury.	33 34 35 36 37 38 39 40 41 42
(c) Two (2) medical verifications of such catastrophic illness or injury shall be required. The employee shall fully cooperate with the Board and shall authorize the verification of the illness or injury by his/her physician. The Board shall satisfy itself that any claim for catastrophic illness or injury leave is legitimate and correctly states the facts. The Board, at its expense, may	43 44 45 46 47 48 49 50 51 52 53 54

require an independent medical examination.

- (d) Catastrophic illness or injury leave shall begin the fifty-first (51) day of consecutive absence and will not be awarded retroactively.

SECTION C - UNPAID LEAVES - GENERAL PROVISIONS

Unpaid leaves are provided for short term leave of absence, long term leave of absence, sick leave without pay for illness or death, child care leave, political leave, military leave, personal leave and professional leave. The following general provisions apply to all such leaves.

- 1. Unpaid leaves required for illness, illness or death of a family member, professional leave, child care, and military leave shall normally be granted. Unpaid leaves for other reasons shall be at the discretion of the Board.
2. The Board shall satisfy itself in terms of the need for a requested leave.
3. Unpaid leave will not be granted in order for an employee to take employment elsewhere unless such employment is in addition to a full-time course of study at the graduate level. Any violation of this section may cause termination of the employee.
4. An unpaid leave when granted will be for the remainder of the school year, unless otherwise approved with the initial leave request. One additional year of leave may be granted, provided the employee has been reappointed for the next school year. Military leave may be requested for longer periods as provided under Section D, 6(b) of this Article.
5. Unpaid leave applications except for short term leaves of absence shall be timed such that the employee returns at the beginning of a new grading period or semester.
6. An employee taking an approved unpaid leave shall retain the same contractual and salary credit status as he/she had upon taking such leave and shall be reassigned to the same or similar position upon return.

7. All absences of employees from duty shall be covered by leave applications which are duly authorized and granted, a copy of which shall be provided employees upon request. Leave for sickness or other emergencies may be deemed to be granted in advance if prompt report is made to the proper authority. 1
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8. The employees will fully cooperate with the Board and shall authorize the verification of the illness by their physicians. 10
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9. Except in extenuating circumstances, unpaid leave applications shall be made prior to May 1 of the year preceding the year during which the leave is granted. 14
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SECTION D - UNPAID LEAVES - SPECIFIC PROVISIONS 19
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1. Short Term Leave of Absence - Any employee desiring a short term leave of absence shall make written application for such leave to the principal or immediate supervisor, with a copy to the Personnel department. Except in emergency situations, such applications shall be approved in advance. applications for more than five (5) working days will require that a reason be given and shall be subject to approval by the Superintendent. Employees shall not be gainfully employed during normal working hours while on such leave. 21
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2. Long Term Leave of Absence - a long term leave of absence is permission granted by the Board for an employee to be absent from his/her duties for specified periods of time with the right of returning to employment on expiration of the leave. Leave shall be officially granted in advance by the Board and shall be used for the purpose set forth in the leave application. 34
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3. Sick Leave Without Pay for Illness or Death - Employees who have used all accumulated sick leave, but who otherwise qualify for sick leave, shall be entitled to sick leave without pay. 44
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4. Child Care Leave - An employee, after the birth or adoption of a child less than six (6) years of age, may request and shall be 50
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entitled to a leave of absence without pay for
child care reasons to begin after birth or, in
the case of adoption, the receipt of custody.

5. Political Leave

(a) Any employee who has filed to run for
political office and is desirous of
unpaid leave for political reasons shall
make application for such leave and shall
be entitled to it. The employee shall
not be restricted to one leave during a
political campaign; however, if possible,
leave shall be requested for the duration
of the campaign. Leave shall be taken
for all absences for political
campaigning.

(b) Employees shall be entitled to unpaid
leave(s) of absence to hold political
office. The period of leave shall be
negotiated individually with the goal of
providing the best situation for the
students who might be affected.

6. Military Leave

(a) Regular Military Service - Any employee
who is required to serve in the United
States Armed Forces or the Florida
National Guard shall be granted military
leave without pay. Upon returning to the
school system following his/her
completion of required service, he/she
shall receive full benefits of salary
steps which would have accrued to him/her
had he/she not been absent. In time of
state or national emergency, call to duty
may come about through enlistment or by
being drafted by the government, but in
time of peace, regular military duty
shall not be initiated by the employee.

An exception to this provision would be
when an individual is notified to report
for induction and, as a matter of choice,
then enlists in a branch of the service
other than that for which he was drafted.
Application for reemployment shall be
filed with the School Board within six
(6) months following the date of
discharge or release from active military

duty, and the Board shall have a reasonable time not to exceed six (6) months, to reassign the employee to the same or a similar position in the school system. Military leave cannot be counted as a year of service toward continuing contract status.

- (b) Temporary Military Service - If the obligation for temporary military service cannot be met outside the time of contractual employment, temporary leave for military service with the United States Armed Forces or the Florida National Guard will be granted with pay, not to exceed seventeen (17) days of compensation as provided in Section 115.07 Florida Statutes, or the employee may request uncompensated personal leave. All efforts should be made to prevent such leave being taken during the time school is in session.

Requests for temporary military service shall be made by letter and shall be filed with the Superintendent for Board action. If possible, this shall be done prior to the Board meeting preceding the date of leave.

- (c) Voluntary Military Service - When an employee enters voluntarily into active duty in the armed forces for temporary duty, training duty, or extended periods of service, military leave may be granted at the discretion of the Board with the exception listed in paragraph (a) in this section.

7. Professional Leave - Uncompensated professional leave may be granted to any employee to engage in activities which will enhance his/her professional qualifications and will contribute to the teaching profession. Such leave may be granted to any employee with one (1) year satisfactory service to the District.

ARTICLE VI - ASSOCIATION RIGHTS AND PRIVILEGES

SECTION A - PRIVILEGES

1. The Board agrees to furnish to the Association upon request, within a reasonable time, at least one copy of such information as is necessary for developing intelligent, feasible and constructive proposals. This information shall include: numbered bulletins, annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, names and addresses of all teachers, and other public reports and data in normally prepared format. In addition, the Board shall make available public Board meeting agendas, backup material and "FYI" prepared for the Board. Items given to the Board less than 24 hours before the Board meeting shall be immediately available to the Association.
2. The Board agrees to furnish information upon request which may be needed by the Association to process any grievance or complaint.
3. The president of the Association or his designee, bearing written confirmation of the designation, shall be allowed to visit schools to confer with teachers and investigate grievances under the following provisions:
 - (a) Upon arrival, the president or his designee shall check into the school office.
 - (b) The principal or acting administrator will facilitate the visit by assigning a place for the Association representative to confer with teachers. However, the principal or acting administrator shall determine that the visit will not conflict with assigned school or professional responsibilities of any teacher.
 - (c) Visits with teachers shall be restricted to non-duty time, such as duty-free lunch or break time.
 - (d) The Association president or designee may ask to see a specific teacher or ask that

- his presence be announced by posting a notice on the teacher bulletin board or announced over the intercom during non-student hours, indicating the place that the Association president or his designee will be available. The Association recognizes that there may be occasions when a room is not available exclusively for the president or designee to meet with teachers. 1
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4. The Association may conduct meetings in school buildings before or after the regular work day by prior arrangement with the principal or designee for a designated meeting location. The Association shall hold the Board harmless and assume any liability for claims made against the Board and growing out of such meetings. If such meetings are held at such times that they cause additional expense to the Board, a Lease Agreement shall be executed and the normal and customary expenses shall be borne by the Association. 12
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5. The Association may use: 25
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- (a) The public address system during regular announcement periods and after the close of the instructional day to make announcements of meetings, election times and results, and announcements related to the time and nature of Association activities. 28
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- (b) Faculty mail boxes, so long as the timing of such use does not interfere with the normal school operation, and so long as the Association, its members or agents do not use the mail boxes as receptacles for public political materials. 37
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- (c) Audio-visual equipment which is not in use, so long as usual procedures for checking out such equipment are followed and the equipment is not removed from the school. Any cost of damages caused by such use shall be paid by the Association. 43
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- (d) Part of a bulletin board in faculty lounge(s) (workrooms). If none are 51
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available at these locations, then a part of the bulletin board in the main office may be used. However, no material shall be posted which has in its intent or effect the coercing, restraining, or interfering with the exercise of any employee's right guaranteed under PERA, or the restraining or coercing of managerial employees or the Board by reason of performance of their duties. No public political materials shall be posted. Management may direct that material of such nature be removed upon notification to the Association.

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6. As a condition of employment, the Board shall certify that any employee may maintain, at the employee's expense, a home office for home preparation for contractual duties.
7. For Association members elected to office in local, state or national professional associations, see President's Assignment to Temporary Duty (Section C).
8. During the term of this agreement, the aforementioned privileges shall be available solely to the Association as the exclusive representative of Palm Beach County teachers, unless otherwise prohibited by law, and provided further that such privileges so not interrupt the normal operation of the school.

SECTION B - DUES DEDUCTION

1. The Board agrees to deduct Association dues as certified by the Association from the regular salaries of employees who voluntarily execute an authorization for such deductions. Such deductions shall continue in effect unless revoked in writing by the employee to the Board and Association.
2. The Board will provide such payroll deduction services at an annual cost of four hundred (\$400.00).
3. The proceeds of such deduction shall be transmitted to the Association within ten (10) working days after the close of each month during which deductions are made.

SECTION C - PRESIDENT'S ASSIGNMENT TO TEMPORARY DUTY

- 1. The Board, upon request from the Association, shall assign the President of the Association to temporary duty elsewhere leave for the duration of the President's term of office. Such leave shall be requested annually. All benefits enjoyed by employees, except sick leave accrual, shall be continued and accrued to the President of the Association.
- 2. The Association shall provide the School Board revenue in advance to pay for the President's salary, taxes, retirement and fringe benefits; and, in return, the Board shall issue a semi-monthly warrant to the President during his/her term of office. The Association shall inform the Board of the date of the President's term of office so as to establish a monthly pay day. Where possible, the President shall be reassigned to his/her previous school.
- 3. The provisions above shall also apply to any member of the Association elected to an office in a state or national affiliate of the Association so long as said affiliate or the Association provide the School Board the revenue to pay for the same benefits as in Paragraph 2 above.

SECTION D - ASSOCIATION BUSINESS

- 1. The Board shall authorize the Superintendent to grant reasonable use of Temporary Duty Elsewhere (TDE) Leave to be used at the discretion of the Association President for the conduct of Association business. The Association shall reimburse the Board for the cost of substitutes for such leave.
- 2. The Association President shall correspond with the Director of Employee Relations regarding the purpose, the names of the teachers involved and their schools, for use of such TDE's at least ten (10) working days in advance of such leave.
- 3. The parties agree that Association leave shall not have an adverse impact on the instructional program. In the event a

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principal feels that such an impact would occur, the Association and Department of Employee Relations shall confer to resolve the matter.

SECTION E - ASSOCIATION ON SCHOOL BOARD AGENDA

The Association, upon timely request, shall be placed on the School Board Agenda to speak to the Board. If emergency items are added to the Agenda, an Association representative shall be given the opportunity to speak briefly (not to exceed five (5) minutes) on the item when it comes up for discussion.

SECTION F - DISTRIBUTION OF MASTER AGREEMENT

Copies of the Master Contract shall be reproduced at Board Expense within thirty (30) days of the signing of the Contract, and one (1) copy provided to each member of the bargaining unit. Additional two hundred (200) copies shall be provided to the Association at Board expense. The Association agrees to pay to the Board the pro-rata cost of any additional copies it may require.

SECTION G - SCHOOL CALENDAR

The Association shall have three (3) representatives on the calendar committee. The Association may submit a proposed calendar to the full committee through its representatives.

SECTION H - TAX DEFERRED ANNUITY PROGRAM

1. The Board shall provide a means for employees to participate in tax deferred annuity programs through payroll deduction agreements.
2. Employees may participate in only one tax deferred annuity program with the Board at a time.
3. The limit on the number of annuity programs offered shall be twenty (20) and any new program must have at least twenty-five (25) employees enrolled.
4. Any new criteria developed for the selection of new annuity program carriers must also be met by the present carriers before new

participants will be allowed to enroll in those annuity programs.

5. All programs will be jointly selected by the Association and the Board.

SECTION I - NO STRIKE CLAUSE

The Association agrees not to engage in any conduct prohibited by Florida Statute, Chapter 447 - Sections 505 and 507.

ARTICLE VII - GRIEVANCE PROCEDURE

SECTION A - DEFINITION

1. A "grievance" is a violation, misinterpretation, or misapplication of this agreement.
2. A "Grievant" is the person(s) or group of persons in the bargaining unit or the Association affected by the violation, misinterpretation or misapplication of this agreement.

SECTION B - PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems growing out of administration of the collective bargaining agreement to guarantee an orderly succession of procedures wherein these solutions may be pursued.

SECTION C - PROCEDURES

Informal Procedure:

The parties acknowledge that it is most desirable for an employee and his/her supervisor to resolve problems through free and informal communications. Therefore, if an individual employee has a personal complaint or grievance which he/she desires to discuss with a principal, he/she is free to do so without recourse to the grievance procedure. Any adjustment of the complaint or grievance must be consistent with the terms of this agreement. The party shall make arrangements for such informal processing upon request, and the use of such

informal procedure is required as a condition prior to invoking the formal grievance procedures.

Formal Procedure:

In the event the matter is not resolved informally, a formal grievance may be filed, the processing of which shall be accomplished by the individual grievant or the Association. In the event the individual employee elects to process and represent his/her own grievance through Step 2, the Association shall have the right to be present and to state its views at any and all meetings. A formal grievance shall not be adjusted without prior notification to the Association and an opportunity provided for an Association representative to be present; nor shall any adjustment of a formal grievance be inconsistent with the terms of this agreement. All costs through Step 2 shall be borne by the grievant at those levels.

STEP ONE

A formal grievance must be stated in writing on a copy of the grievance form, as set forth in the Appendix attached hereto, and submitted to the principal or appropriate administrative officer as soon as possible but within twenty (20) working days following the employee's knowledge or awareness of the incident or condition which is the basis of the grievance. Within ten (10) working days of the receipt of the grievance, the principal or appropriate supervisor shall meet with the grievant and the representative of the Association in an effort to resolve the grievance. However, both parties by mutual consent may waive further discussion in STEP ONE and move the grievance to STEP TWO. The principal or supervisor shall indicate the disposition of the grievance in writing to the grievant within five (5) working days of such meeting and shall furnish a copy thereof to the Association.

STEP TWO

If the grievant and/or the Association are not satisfied with the disposition of the grievance, or if no disposition has been made within fifteen (15) working days from the date of the principal's receipt of the STEP ONE grievance, the grievance may be transmitted to the Superintendent by filing

a written notice within ten (10) working days. The Superintendent or his designee shall meet with the grievant and the Association in an effort to resolve the grievance within ten (10) working days of the described notice. The Superintendent or his designee shall indicate the disposition of the grievance in writing within ten (10) working days of the meeting and provide a copy to the grievant and the Association. Should the Association and the Superintendent agree that a meeting is not necessary at STEP TWO, no meeting will be held.

STEP THREE

If the Association is not satisfied with the disposition of the grievance at STEP TWO, or if no written disposition has been made by the Superintendent within the twenty (20) working days allowed at STEP TWO, the grievance may be submitted to arbitration before an impartial arbitrator within twenty (20) working days thereafter, as hereinafter provided. The Association at its option, shall give written notice to the American Arbitration Association (AAA) and the Superintendent, of its intent to proceed through arbitration using the voluntary rules of selection of AAA. If the parties cannot agree as to the arbitrator within seven (7) working days of the receipt of the initial list from the AAA, then the AAA shall select the arbitrator. The rules of the AAA shall govern all arbitration proceedings. The parties shall equally share the cost of the filing fee.

The arbitrator shall have no power to add to, subtract from modify or alter, the terms of this agreement. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground, or rely on any evidence, not previously disclosed to the other party. The arbitrator shall render his/her decision in writing within thirty (30) days or as soon as possible after the close of the arbitration hearing and shall furnish a copy to the Association and the Board. Both parties agree that the decision of the arbitrator shall be final and binding on all parties. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. 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 D - GENERAL PROVISIONS

1. The time limits provided in this Article shall be strictly observed unless extended by agreement of the parties. The number of days indicated at each level will be considered as maximum and every effort will be made by the parties to expedite the process. Failure of the grievant to proceed with his/her grievance within the times hereinbefore provided shall result in the dismissal of the grievance. Failure of the Board or its representative to take the required action within the times provided shall entitle the grievant to proceed to the next step on the grievance procedure.
2. Formal grievances will be processed after the close of the school year provided the parties of interest and necessary witnesses are available for processing. If at all possible, the parties will process the grievance within the time limits heretofore provided as though working days are days the School Board offices are open. Where this is not possible, the representative of the parties shall confer and workout a schedule for processing of the grievance.
3. Grievance hearing at Steps One and Two will ordinarily be conducted at a time other than the regular working period of the grievant. If a grievance hearing must be conducted during the school day, the party responsible for the meeting being held at that time shall assume the cost for any substitutes needed.
4. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, his/her representative, or any other participant in the grievance procedure by reason of such participation. No reprisal shall be taken by the Association or a grievant against management by reason of administration of this collective bargaining agreement or the exercise of management rights.

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5. All documents, communications, and records specifically prepared for the processing of a grievance shall be treated as confidential and filed in a separate grievance file and shall not be kept in a personnel file of any of the participants, unless prohibited by law or a court of competent jurisdiction.
6. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest, their representative, and any necessary witnesses, unless prohibited by law or a court of competent jurisdiction.
7. Any employee may use the assistance of the Association in the presentation and/or appeal of any formal grievance. In cases where an employee is represented at STEP ONE AND STEP TWO, he/she must be present. An employee shall not be required to meet with any administrative officer at any step of the formal grievance procedure without representation.
8. Nothing contained in this grievance procedure shall be construed to deny any employee, the Association, the Superintendent or the Board, their constitutional rights or rights under the laws of the State of Florida.
9. Notwithstanding the expiration of the agreement, any claim or grievance initiated thereunder may be processed through the grievance procedure in effect until resolution.
10. A grievance may be withdrawn without prejudice at any step in the grievance procedure by so indicating in writing to all parties in interest.
11. A grievance once withdrawn may not be reopened without mutual agreement of the Board and the Association.
12. If in the judgment of the Association, a grievance affects a group or class of employees in more than one location/building, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance will commence

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at STEP TWO. Such grievance shall contain the names of the employees grieving and shall be signed by an Association officer or staff representative.

13. Should the Association elect not to pursue the grievance to arbitration because of membership status, the Superintendent will be notified within the time limits provided in Step III of this Article.
14. The date of disposition shall be the date on which the principal or supervisor delivers the disposition to the grievant or the date of postmark in those instances where delivery is by U.S. Mail.
15. The filing of a grievance shall in no way interfere with the right of the Board to carry out its management responsibilities, subject to the final decision on a grievance.

ARTICLE VIII - COMPENSATION AND BENEFITS

SECTION A - SALARY

Salaries shall be paid in accordance with Appendix A.

SECTION B - EXPERIENCE FOR SALARY DEFINED

1. All verified public school teaching experience in Florida, including the services as set forth in Section 238.01 (3), F.S., shall be counted as years of experience on the salary schedule. Upon written verification, a member of the bargaining unit may use for pay purposes up to 10 years of teaching experience for public school teaching outside the State of Florida but within the United States provided only experience earned with a minimum of a Bachelor's Degree will be accepted. Any combination of Florida and out-of-state teaching experience for pay purposes will be limited to ten (10) years. Out-of-state experience shall include special state schools, state colleges and universities, and state community/junior colleges of the United States and its possessions*, trusteeships and American dependent schools under the Department of Defense.

2. Vocational and technical instructors may receive credit for full-time work experience as approved by the Superintendent. Such experience shall be limited to a maximum of ten (10) years; provided that such credit shall be counted in lieu of service in the Florida public school service; and provided further that each year of service shall be the equivalent of service in the state system.

3. All employees shall be given credit on the salary schedule for military service, as provided in Military Leave (Article V, D,6).

* These are: Puerto rico, Canal Zone, Virgin Islands, Guam, American Samoa, Wake and Midway Islands, Ryukyu Islands, Canton and Enderbury Islands and the Caroline, Mariana and Marshall Islands.

4. Critical Staff Requirements

An employee who has held a continuing contract or professional service contract in any Florida district may be placed upon the PSC/CC salary schedule at the appropriate experience step by the Superintendent. The Superintendent shall have the sole decision-making authority over the placement of these teachers on the salary schedule. The teachers shall serve their normal 3-year probationary period.

SECTION C - YEAR OF SERVICE DEFINED

A year of service shall be defined as that sum of compensated duty days of six (6) hours or more which exceeds one-half of the employee's contract year or 99 compensated duty days, whichever is greater.

SECTION D - SUMMER SCHOOL SALARY SCHEDULE

Summer school teachers shall be paid in accordance with Appendix D.

SECTION E - SUPPLEMENTAL SALARY

1. Supplemental salaries shall be paid in accordance with Appendix B.

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2. Payment of supplements for services rendered	3
over the entire contractual period shall be	4
paid, commencing with the written	5
recommendation of the principal and approval	6
of the Superintendent, and will be prorated	7
over the entire contractual period.	8
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SECTION F - RETIREMENT SUPPLEMENT	10
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The Board shall provide a retirement supplement of	12
four percent (4%) of gross salary to be paid to	13
other than FRS members.	14
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SECTION G - GLADES SUPPLEMENT	16
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A Glades supplement shall be paid in accordance	18
with Appendix E.	19
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SECTION H - HEALTH INSURANCE	21
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Health insurance benefits shall be paid in	23
accordance with Appendix C.	24
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SECTION I - LIFE INSURANCE.	26
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1. The Board agrees to pay on behalf of each	28
regular employee working six (6) or more per	29
day, the premium on a \$10,000 group life	30
insurance policy. Coverage in addition to the	31
\$10,000 may be purchased by the regular	32
employee in the amount of \$40,000 at the same	33
rate paid by the Board if such purchase by the	34
regular employee can be made without the cost	35
of the basic \$10,000 group life insurance	36
being increased to the Board. The Board shall	37
select a company which will not require	38
physical examination for a minimum of \$40,000	39
additional coverage. The Board shall select	40
the company to provide the insurance.	41
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2. The Board agrees to pay on behalf of each	43
regular employee working less than six (6)	44
hours per day, the premium on a \$5,000 group	45
life insurance policy. Coverage in addition	46
to the \$5,000 may be purchased by the regular	47
employee in the amount of \$40,000. The	48
regular employee may purchase the additional	49
\$40,000 coverage at the same rate paid by the	50
Board if said purchase by the regular employee	51
can be made without the cost of the \$5,000	52
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basic group life insurance being increased to the Board.

SECTION J - TEACHER LIABILITY INSURANCE.

The Board agrees to provide supplemental automobile insurance or self-insurance to complement personal liability coverage for the transporting of students in private passenger vehicles owned by the employees. This insurance or self-insurance shall only be in effect when the employee is transporting students to and from recognized school activities, and the use of the private passenger vehicle is approved for this purpose by the principal. The total amount of the supplemental liability insurance shall be up to three hundred thousand (\$300,000) dollars per occurrence or to the full extent of the law if self-insured.

SECTION K - RETIREMENT BENEFITS

1. An employee who retires or whose employment is terminated by death shall receive payment for accrued sick leave days. Such compensation shall be the daily rate of pay at retirement or death of the employee multiplied by the maximum percentage provided for by Florida Statute times the number of accumulated sick leave days. In the event service is terminated by death, benefits shall be paid to the employee's beneficiary.
2. Normal retirement shall mean retirement under any of the retirement systems established by the legislature, eligible for either full or reduced benefits.
3. Normal retirement shall not be construed to cover the withdrawal of the employee's contribution to his/her retirement plan if he/she is not otherwise eligible for full or reduced retirement benefits.
4. If an employee retires and receives terminal pay benefits based on unused sick leave, all sick leave credit shall become invalid.
5. If an employee retires without receiving terminal pay benefits and interrupts retirement to return to teaching, his sick leave credit shall be valid.

SECTION L - ADVANCED DEGREES

Teachers receiving degrees after July 1, 1980, will receive pay for advanced degree in accordance with Appendix A only, provided:

- (1) The major in the advanced degree is in one of the areas of certification as a regular classroom teacher. For advanced degrees received after August 31, 1988, a major is defined as including at least fifteen (15) hours in the major field with no more than three (3) hours for a practicum or thesis, or
- (2) The degree includes, or subsequently is followed by, twelve (12) graduate semester hours or equivalent in:
 - (a) One of the content areas of certification as a regular teacher.
 - (b) Reading
 - (c) Mathematics
 - (d) Special Education

All advanced degrees must be received from an institution of higher learning accredited by the appropriate regional accrediting agency at the time the degree is awarded.

Content area courses must bear the prefix of the appropriate subject area on the certificate.

The Board will recognize as advanced degrees for Trade and Industrial Vocationally Certified teachers and post-standard certificates as issued by the Florida State Department of Education.

Teachers serving in areas of professional certification, e.g., media specialist, physical/occupational therapist, may receive payment for advanced degrees in those areas.

A teacher who is certified as a guidance counselor, appointed by the Board as a guidance counselor, and serving in the position of guidance counselor shall be eligible to receive the appropriate advanced degree supplement. However, if the teacher voluntarily elects to transfer from the position of guidance counselor to another area of

certification, then the teacher will not be eligible for the advanced degree supplement unless the criteria as set forth in (1) or (2) above are met.

The Superintendent shall make a determination as to which graduate courses qualify under Section (2) above. The Superintendent's decision shall be final and binding and not subject to the grievance procedure.

SECTION M - MANDATORY INSERVICE

Employees required to participate in inservice institutes and other mandated inservice activities beyond their assigned duty days shall be compensated according to Appendix G.

ARTICLE IX - MISCELLANEOUS PROVISIONS

1. The Board and the Association agree that all negotiable items that should or could have been discussed during negotiations leading to this agreement, were discussed, and that this agreement represents all items agreed to and that no additional negotiations, unless stipulated in this agreement, will be conducted during the life of this agreement except by mutual consent of the parties.
2. This agreement constitutes all agreements between the parties for the term of this agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.
3. Retirement/Insurance Counseling - To the extent of personnel available, employees will have the opportunity to request, at no cost to the employee, counseling concerning retirement and the insurance coverage that is provided by the Board.

ARTICLE X - TERM OF AGREEMENT

This agreement shall be effective as of July 1, 1990 and shall remain in force and effect through June 30, 1993, except that for FY92 and FY93, Article VIII, Section A, may be reopened by either party provided the following conditions are met:

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A. If the revenue increase for the operating budget, including the unappropriated fund balance, as defined in ("A Manual-Financial and Program Cost Accounting and Reporting for Florida Schools-Revised August 1984") for FY92 compared to actual revenues FY91 or FY93 compared to actual revenues for FY92 is in excess of the following costs:

1. The cost of workload changes.
2. The cost of price-level adjustments on non-salary budget categories.
3. The cost of the increased Board contribution to employee group health insurance.
4. The cost of salary increases for all employees.
5. The cost of legislatively mandated and Board authorized programs.

It is further agreed that the excess of additional revenue over the additional costs specified in items 1 through 5 above shall be at least sufficient to fund a salary increase of 1% per employee in the bargaining unit.

B. If the revenue increase for the operating budget, including the unappropriated fund balance, as defined in ("A Manual-Financial and Program Cost Accounting and Reporting for Florida Schools-Revised August 1984") for FY92 compared to actual revenues FY91 or FY93 compared to actual revenues for FY92 is less than the following costs:

1. The cost of workload changes.
2. The cost of price-level adjustments on non-salary budget categories.
3. The cost of the increased Board contribution to employee group health insurance.
4. The cost of salary increases for all employees.
5. The cost of legislatively mandated and Board authorized programs.

It is further agreed that the deficiency of additional revenue over the additional costs specified in items 1 through 5 above shall be at least equal to a salary cost of 1% per employee in the bargaining unit.

1990-91 Salary Schedule

STEP	AC STEP	CC/PSC STEP	
0	26,000		3
1	26,100		4
2	26,200		5
3	26,300	27,300	6
4	26,400	28,000	7
5	26,500	28,800	8
6	26,600	29,600	9
7	26,900	30,400	10
8	27,250	31,200	11
9	27,600	32,800	12
10	27,950	33,600	13
11	28,300	34,400	14
12	28,650	35,200	15
13	29,000	36,000	16
14	29,350	36,800	17
15	29,700	37,600	18
16	30,050	38,400	19
17	30,400	40,200	20
25		42,200	21

Advanced Degrees:

Master's	\$2200	22
Specialist	\$3000	23
Doctorate	\$4400	24

1991-92 Salary Schedule

STEP	AC STEP	CC/PSC STEP
0	28,000	
1	28,100	
2	28,200	
3	28,300	30,150
4	28,400	31,000
5	28,500	31,900
6	28,600	32,800
7	29,000	33,700
8	29,350	34,600
9	29,700	35,900
10	30,000	36,800
11	30,350	37,700
12	30,700	38,600
13	31,500	39,500
14	31,850	40,400
15	32,200	41,300
16	32,550	42,200
17	32,900	44,100
25		46,100

Advanced Degrees:

Master's Degree	\$2400
Specialist Degree	\$3000
Doctorate	\$4400

1992-93 Salary Schedule

STEP	AC STEP	CC/PSC STEP
0	30,000	
1	30,400	
2	30,800	
3	31,200	33,000
4	31,600	34,000
5	32,000	35,000
6	32,400	36,000
7	32,800	37,000
8	33,200	38,000
9	33,600	39,000
10	34,000	40,000
11	34,400	41,000
12	34,800	42,000
13	35,200	43,000
14	35,600	44,000
15	36,000	45,000
16	36,400	46,000
17	36,800	48,000
25		50,000

Advanced Degrees:

Master's	\$2600
Specialist	\$3000
Doctorate	\$4400

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ATHLETIC SUPPLEMENTS

Supplements are to be paid for service performed beyond regular duty. Therefore, as per Board direction, personnel, excluding Athletic Directors, receiving any supplements are to teach or carry a full instructional assignment (being allowed one (1) planning period per day.)

HIGH SCHOOL	<u>FY91</u>	<u>FY92</u>	<u>FY93</u>
Athletic Director	4230	4500	4680
Asst. Athletic Director	2115	2250	2340
Football Head	3525	3750	3900
Football Assistant - JV	2585	2750	2860
Football - 9th	2585	2750	2860
Basketball Head	3290	3500	3640
Basketball - JV	2350	2500	2600
Basketball - 9th	1645	1750	1820
Baseball Head	2820	3000	3120
Baseball - JV	2115	2250	2340
Baseball Assistant	1645	1750	1820
Track Head	2820	3000	1860
Track Assistant	1645	1750	1820
Athletic Trainer	4700	5000	5200
Swimming Head	2820	3000	3120
Swimming Assistant	1645	1750	1820
Softball Head	2820	3000	3120
Softball - JV	2115	2250	2340
Softball Assistant	2115	2250	2340
Volleyball Head	2820	3000	3120
Volleyball Assistant	1645	1750	1820
Tennis Head	1645	1750	1820
Tennis Assistant	1645	1750	1820
Soccer Head	2820	3000	3120
Soccer - JV	2115	2250	2340
Soccer Assistant	1645	1750	1820
Wrestling Head	2820	3000	3120
Wrestling JV	2115	2250	2340
Wrestling Assistant	1645	1750	1820
Cross Country	1880	2000	2080
Golf	1645	1750	1820
Bowling	1645	1750	1820
Cheerleading - Varsity	2350	2500	2600
Cheerleading - JV	1645	1750	1820
Dance Drill Team	1645	1750	1820
Intramural Coordinator	705	750	750
Intramural Sponsor	470	500	520
Special Olympics	1880	2000	2080
Gymnastics/Weight	1645	1750	1820

OTHER ACTIVITIES - HIGH SCHOOL

Band	3525	3750	3900
Assistant Band	2350	2500	2600
Chorus Director	2350	2500	2600
Drama	1410	1500	1560
Debate	1880	2000	2080
Newspaper	1645	1750	1820
Yearbook	1645	1750	1820
Student Government	1410	1500	1560
Jr. Class Sponsor	940	1000	1440
Sr. Class Sponsor	1175	1250	1300
Academic Games Sponsor	705	750	780
SACS Coordinator	940	1000	1040
Voc/Ag	800	850	900
FFEA	800	850	900
Academic Tournament	450	500	550

MIDDLE SCHOOL

AD 10-15	2115	2250	2340
AD 5-9	1645	1750	1820
AD 2-4	1175	1250	1300
Football Head	1645	1750	1820
Football Assistant	1175	1250	1300
Basketball Head	1645	1750	1820
Track Head	1410	1500	1560
Swimming Head	1410	1500	1560
Baseball Head	1410	1500	1560
Soccer Head	1410	1500	1560
Volleyball	1410	1500	1560
Cheerleading	1410	1500	1560
Tennis	1175	1250	1300
Golf	1175	1250	1300
Dance Drill Team	1175	1250	1300
Intramural Sponsor	470	500	520
Intramural Coordinator	705	750	780

OTHER ACTIVITIES - MIDDLE SCHOOL

Band	1880	2000	2080
Assistant Band	1410	1500	1560
Chorus	1410	1500	1560
Drama	940	1000	1040
Newspaper	940	1000	1040
Yearbook	940	1000	1040
Student Government	940	1000	1040
Debate	940	1000	1040
Academic Games Sponsor	705	750	780
SACS Coordinator	940	1000	1040
FFEA	700	750	800

SPECIAL ACTIVITIES

1 Supplement/75 students 470 500 520

ELEMENTARY

Academic Games Sponsor 705 750 780
Special Olympics 705 750 780
Teachers of Tomorrow 550 600 650
SACS Coordinator 940 1000 1040
Music Coordinator 176 188 195
Safety Patrol Coordinator 700 750 800

DEPARTMENT/GRADE CHAIR - \$200.00 Per Member

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HEALTH INSURANCE - 4/1/87-10/31/90

1. The Board shall make available to each employee comprehensive medical and dental benefits as provided on 3/31/87 with the following changes:
 - a. Make available to all employees a Health Maintenance Organization (HMO) option, to be implemented on or before 1/1/88, with benefits as shown on attachments.
 - b. Increase the deductible from \$100 to \$200 for the Traditional Plan effective 1/1/88. For the PPO Plan, the deductible will remain at the \$100 level.
 - c. Reduce coinsurance percentage from 80% to 75% for the Traditional Plan, effective 1/1/88. Coinsurance percentage for the PPO Plan will remain at the 90% level.
 - d. Increase coinsurance waiver to \$10,000 effective 1/1/88 for both Traditional and PPO Plans.
 - e. Lower age maximum for unmarried dependent children who are fulltime students to age 23 effective 1/1/88 for both Traditional and PPO Plans.
 - f. Eliminate the \$500 Emergency Accident Benefit effective 11/1/87 for both the Traditional and PPO Plan.
 - g. Require employees to report emergency hospital admissions no later than the next workday effective 11/1/87 for both Traditional and PPO Plans.
 - h. Include the following limitations for both the Traditional and PPO Plans effective 11/1/87 with regard to benefits for necessary care and treatment of alcoholism and drug dependency:
 - (1) Lifetime limit per person of \$6,000.
 - (2) Annual outpatient visits limit of fifty-two (52) hours per person.

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| | (3) Maximum benefit payable for an outpatient visit of \$50. | 1
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| | (4) Outpatient detoxification shall not be a covered benefit. | 4
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| 2. | For the period 4/1/87-10/31/90, the Board agrees to pay the cost of health insurance for all regular employees. | 7
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| 3. | For the period of 4/1/87-10/31/90, the Board agrees to pay \$30.96 per month towards the cost of dependent coverage for employees who work six (6) hours or more. | 10
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| 4. | Employees who work less than six (6) hours and who elect dependent coverage shall pay 100% of the cost of such coverage. | 15
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| 5. | The Board agrees to pay the equivalent of the cost of individual coverage towards the cost of dependent coverage where both spouses work for the Board and elect dependent coverage. | 19
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| 6. | Any rate increase necessary to fund the health insurance plan for the period 11/1/88-10/31/89 (or for the periods of 11/1/89-10/31/90 or 11/1/90-10/31/91) as determined by the actuarial analysis of the carrier shall be effective 11/1/88 (or 11/1/89 or 11/1/90) and shall be implemented as follows: | 24
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| | a. Any rate increase for individual employee coverage shall be negotiated as part of the economic package for FY91. | 32
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| | b. Any rate increase for dependent coverage shall be paid by the employees electing dependent coverage. | 36
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| | c. Any rate increase in excess of the Board's contribution for dependent coverage where both spouses work for the Board shall be paid by the employee. | 40
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| | d. Employees who work less than six (6) hours and who elect dependent coverage shall pay 100% of the cost of such coverage. | 45
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| 7. | In the event the parties are unable to agree on the increase in rates necessary to fund the health insurance plan, the parties will | 50
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jointly select an independent actuary, determined by the evaluation of "Request for Proposal (RFP)". The cost of such actuarial services shall be borne equally by the parties.

8. Retired employees may continue their insurance coverage. Retired employees must pay the full cost of coverage for themselves and any dependents. Such cost shall not exceed the total cost of coverage for regular employees in accordance with applicable Florida Statutes.
9. The Union agrees to veto any mandate the Board receives during the life of this Agreement from any Health Maintenance Organization on behalf of any employees represented by the Union.

Appendix D

SUMMER SCHOOL SALARY SCHEDULE

Summer school teachers will be paid at their hourly rate of pay based on their daily rate of pay in effect during the contract period immediately preceding the summer school program. Supplementary salaries shall not be included in calculating the daily and hourly rate of pay.

To calculate the hourly rate of pay, divide the annual salary by 196 days and divide the quotient by 7.5 hours.

Appendix E

GLADES SUPPLEMENT

All instructional personnel who work in the Glades Area shall receive a supplement of \$1,100. Should an employee work more or less than the designated contracted days, this amount will be prorated for the number of actual days contracted.

	Appendix F	1
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PERMANENT SUBSTITUTE TEACHERS		3
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FY 91	\$81.39 per day	6
FY 92	\$89.52 per day	7
FY 93	\$98.47 per day	8
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	Appendix G	10
		11
MANDATORY INSERVICE		12
		13
		14
Employees required to participate in inservice		15
institutes and other mandated inservice activities		16
beyond their assigned duty days shall be		17
compensated at the hourly rate of \$12.00.		18
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	Appendix H	21
		22
ADDITIONAL PERIOD SUPPLEMENT		23
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Teachers assigned to additional period of		25
instruction in the 7th period day program will be		26
paid an hourly rate of \$13.60.		27
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		54

TABLE OF CONTENTS

	Page
ARTICLE I - RECOGNITION AND NEGOTIATION PROCEDURES	1
Section A - Definitions	1
Section B - Recognition	1
Section C - Discrimination	3
Section D - Management Rights	3
Section D - Savings	4
Section F - Negotiations Procedure	4
ARTICLE II - TEACHER RESPONSIBILITIES AND RIGHTS	6
Section A - Responsibilities	6
Section B - Personnel Files	8
Section C - Teacher Facilities	9
Section D - Vending Machines in Employees Lounges	10
Section E - Payroll Deductions	10
Section F - Employee Authority & Protection	11
Section G - Employee Evaluation	14
Section H - Safety	15
Section I - Tuberculin Test	16
Section J - Pupil Detention, Search/Seizure	16
Section K - Personal and Academic Freedom and Responsibilities	17
Section L - Tutoring	18
Section M - Employee Suspension & Dismissal	18
Section N - Authorized Travel Expense Reimbursement	19
Section O - Withholding of Increments	19
ARTICLE III - WORKING CONDITIONS	20
Section A - Contract Year	20
Section B - Teaching Hours and Conditions	21
Section C - Professional Qualifications and Teaching Assignments	23
Section D - Teacher Assignment During Planning Period	23
Section E - Substitute Teachers	24
Section F - School Centers	25
Section G - Employee/Principal Communication	26
Section H - Releasing Children From School	27
Section I - Money Left in School After Hours	27
Section J - Itinerant Teachers and Adult Education Teachers	27
Section K - Staff Development (In-Service Training)	27
Section L - Paychecks	28
Section M - Duty Free Lunch	28
Section N - Extra Duty Assignment	29

	Page
Section O - Permanent Substitute Teachers	29
Section P - Secondary School Scheduling	30
Section Q - Smoke Free Environment	31
ARTICLE IV - VACANCIES, TRANSFERS AND REASSIGNMENTS	31
Section A - Board Rights	31
Section B - Voluntary Transfers	31
Section C - Involuntary Transfers	33
Section D - New Employee Transfers	33
Section E - Reduction-in-Work Force	33
Section F - Professional Service Contract Through Change in Assignment	36
Section G - Summer School Teachers	37
Section H - Vocational Education, Adult Education, and Community School Part-time Employment	37
ARTICLE V - LEAVES PAID AND UNPAID	38
Section A - Paid Leaves, General Provisions	38
Section B - Specific Paid Leaves	40
Section C - Unpaid Leaves, General Provisions	53
Section D - Specific Unpaid Leaves	54
ARTICLE VI - ASSOCIATION RIGHTS AND PRIVILEGES	57
Section A - Privileges	57
Section B - Dues Deduction	59
Section C - President's Assignment to - Temporary Duty	60
Section D - Association Business	60
Section E - Association on School Board Agenda	61
Section F - Distribution of Master Contract	61
Section G - School Calendar	61
Section H - Tax Deferred Annuity Program	61
Section I - No Strike Clause	62
ARTICLE VII - GRIEVANCE PROCEDURE	62
Section A - Definition	62
Section B - Purpose	62
Section C - Procedures	62
Section D - General Provisions	65
ARTICLE VIII - COMPENSATION AND BENEFITS	67
Section A - Salary	67
Section B - Experience for Salary Defined	67
Section C - Year of Service Defined	68
Section D - Summer School Salary Schedule	68

	Page
Section E - Supplemental Salary	68
Section F - Retirement Supplement	69
Section G - Glades Supplement	69
Section H - Health Insurance	69
Section I - Life Insurance	69
Section J - Teacher Liability Insurance	70
Section K - Retirement Benefits	70
Section L - Advanced Degrees	71
Section M - Mandatory Inservice	72
ARTICLE IX - MISCELLANEOUS PROVISIONS	72
ARTICLE X - TERM OF AGREEMENT	72
APPENDIX A - Salary Schedules	74
APPENDIX B - Supplements	77
APPENDIX C - Health Insurance	80
APPENDIX D - Summer School Salary Schedule	82
APPENDIX E - Glades Supplement	82
APPENDIX F - Permanent Substitute Teachers	83
APPENDIX G - Mandatory Inservice	83
APPENDIX H - Additional Period Supplement	83

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*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 1220-0001
Approval Expires 1/31/90

MARCH 20, 1991

Supervisor
Palm Beach County School Board
3323 Belvedere Road
W Palm Beach , FL. 33402

PREVIOUS AGREEMENT EXPIRED
JUNE 30, 1990

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Palm Beach Cnty Fl School Board Teachers

**WITH SINGLE INDEPENDENT ASSOCIATION
FLORIDA**

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved _____
2. Number and location of establishments covered by agreement _____
3. Product, service, or type of business _____
4. If your agreement has been extended, indicate new expiration date _____

Your Name and Position

Area Code/Telephone Number

Address

City/State/ZIP Code