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Palm Beach County, Florida School Board and Palm Beach County Classroom Teachers Association (1985)

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Palm Beach County, Florida School Board and Palm Beach County Classroom Teachers Association (1985)

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, 1985 — JUNE 30, 1988

X 6/88

PREAMBLE

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 Association on November 6, 1984, and subsequently ratified by the School Board on November 7, 1984.

This agreement shall be effective as of July 1, 1985, and shall continue in effect through June 30, 1988, except that during each intervening year, either party may reopen Article VIII and two (2) additional Articles.

IN WITNESS WHEREOF, the aforesaid parties have hereunto executed this agreement on the 7th day of November, 1984.

PALM BEACH COUNTY
CLASSROOM TEACHERS ASSOCIATION

THE SCHOOL BOARD OF
PALM BEACH COUNTY, FLORIDA



President



Chairman



Director



Superintendent

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ARTICLE I - RECOGNITION AND NEGOTIATION PROCEDURES 1

SECTION A - DEFINITIONS 2

The following list of terms will be used frequently 3
in this agreement and whenever they are used will 4
refer to the definitions described below unless 5
otherwise stipulated. 6

1. "EMPLOYEE" All certificated personnel approved 7
by the Public Employees Relations Commission 8
(PERC) to be members of the bargaining unit. 9
2. "ASSOCIATION" The Palm Beach County Classroom 10
Teachers Association, the bargaining unit and 11
its duly authorized representative(s) or 12
agent(s). 13
3. "SUPERINTENDENT" The Superintendent of Schools 14
of Palm Beach County, Florida, or his/her 15
designee. 16
4. "PRINCIPAL" The teacher's school principal or 17
other immediate supervisor, as applicable, or 18
his/her designee. 19
5. "BOARD" The School Board of Palm Beach County, 20
Florida, its administrative officers or 21
agents. 22
6. "SCHOOL SYSTEM" or "DISTRICT" or "COUNTY" The 23
School District of Palm Beach County, Florida. 24
7. "PUBLIC EMPLOYEES RELATIONS ACT (PERA)" 25
Florida Statutes, 447, Part II Ch. 74-100. 26
8. "PUBLIC EMPLOYEES RELATIONS COMMISSION (PERC)" 27
The PERC Commission created under F.S. 28
447.205. 29
9. "DAY" Unless otherwise specified in this 30
Agreement, "day" shall mean teacher work day. 31
10. "FEDERAL MEDIATION AND CONCILIATION SERVICE 32
(FMCS)" 33

SECTION B - RECOGNITION 34

1. The Association recognizes the Board as the 35
elected representatives of the people of Palm 36
Beach County and the legally constituted 37
authority responsible for the operation of the 38
County School System. 39

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	15
Area Primary Diagnostician	16
Bilingual Coordinating Teacher	17
Coordinating Teacher	18
Coordinating Teacher - Title XX	19
Audiologist, Special Education	20
Specialist, Physical/Occupational Therapy	21
Special Education Staffing/IEP Specialist	22
Educational Diagnostician	23
Permanent Substitute Teacher	24
Central Media Specialist/Professional Librarian	25
Senior High Counselor	26
Junior High/Middle School Counselor	27
Elementary Counselor	28
Specialist for Student Activities	29
Primary Resource Teacher	30
Program Specialist, Florida Diagnostic/Learning Resource System	31
Special Education Resource Teacher/Parent Liaison	33
Specialist in School Psychology	34
Dean	35
Human Relations Counselor I	36
Human Relations Counselor II	37
Area Mathematics Consultant	38
Reading Consultant	39
Reading Clinician	40
Teacher Coordinator, Executive High School Internship Program	42
Media Specialist	43

EXCLUDED:

Central Primary Specialist	46
Curriculum Development and Implementation Specialist	47
Specialist in Accountability	49
Specialist in Evaluation and Test Development	50
Specialist in Testing	51
Specialist-Statistician	52
Specialist, Special Education	53
Adult Basic Education Specialist	54

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

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

SECTION C - DISCRIMINATION

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

SECTION D - MANAGEMENT RIGHTS

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

SECTION E - SAVINGS

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).

SECTION F - NEGOTIATIONS PROCEDURE

1. Representation - (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.

(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.

(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.

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 reasonably 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 1
 items on the table. Items on which the parties 2
 continue to agree shall be initialed as tenta- 3
 tive agreement. Meeting times shall be agreed 4
 upon by the negotiating teams as may be neces- 5
 sary to complete negotiations on matters under 6
 consideration. An unreasonable delay by either 7
 party shall be considered a breach of good 8
 faith. Meetings, by mutual agreement, shall be 9
 scheduled during the normal work day whenever 10
 possible; and released time, without loss of 11
 pay, shall be arranged when meetings are held 12
 while school is in session. 13
 14

3. Administration of this Agreement - The parties 15
 agree that the President of the Association or 16
 his/her designee and the Superintendent or 17
 his/her designee, will develop a schedule to 18
 meet at reasonable times and frequency, not 19
 less than once each month, to review problems 20
 which may arise out of the administration of 21
 this agreement, or changes in program which 22
 call for procedures or policy(s) in conflict 23
 with this agreement. Upon advising and receiv- 24
 ing approval of their constituency, legislative 25
 or authoritative bodies, the Association and 26
 the Superintendent may, by mutual agreement, 27
 alter in writing the terms of this agreement. 28
 29

4. Exchange of Information - The parties agree to 30
 furnish to each other, upon reasonable request, 31
 at least one copy of such information as is 32
 requested by the other for developing intelli- 33
 gent, feasible and constructive proposals in 34
 behalf of teachers, students and the school 35
 system. Likewise, this information shall 36
 include but not be limited to, complete and 37
 accurate financial reports, individual and 38
 group insurance premiums and experience fig- 39
 ures, budgets for the past three years which 40
 indicate the tentative budget for the next 41
 school year at the time which the Board re- 42
 ceives it. In addition, the Board will furnish 43
 information on the number and level of teachers 44
 on the salary schedule and their matching bene- 45
 fits, on request of the Association. 46
 47

5. Authorization - Both negotiating teams involved 48
 in negotiations shall be empowered to reach 49
 tentative agreement without having to refer 50
 each proposal back to the Association or the 51
 Board. Not being able to negotiate in this 52
 53
 54

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.
3. Teachers shall use diagnostic test results, along with other pertinent information, to assist in planning an instructional program.
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.
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.

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.
7. The teacher shall have the right and responsibility to determine grades within the grading policy of 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 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 his 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 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 regularly cleaned by the school's custodial staff. 1
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3. Where space is available, a room or area furnished with tables and chairs shall be provided for use as a workroom. 4
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 4. A serviceable desk, chair, and filing cabinet in each regular classroom. 8
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 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. 11
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 6. Chalkboard space in every regular classroom and a portable chalkboard for use in other than regular classrooms. 16
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 7. A dictionary in every classroom where requested. 20
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 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. 23
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 9. 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. 31
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- SECTION D - VENDING MACHINES IN EMPLOYEES' LOUNGES 38
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- 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. 40
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- SECTION E - PAYROLL DEDUCTIONS 48
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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, 50
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52
53
54

- Tax Sheltered Annuities, Health Insurance, United Fund, Income Protection and additional Life Insurance. 1
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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. 5
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 3. Payroll deduction for Association dues is provided for under "Association Rights and Privileges". 11
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- SECTION F - EMPLOYEE AUTHORITY AND PROTECTION 15
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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. 17
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 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. 26
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 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. 34
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 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 45
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Board Policy and State and Federal Law.

- 1
2
5. Employees and other school authorities will 3
endeavor to achieve correction of student mis- 4
behavior through counseling, interviews, and 5
conferences, which, when warranted, shall be 6
extended to include the student's parents or 7
guardians. 8
9
6. In order to facilitate better coordination 10
between the principal and the teacher regarding 11
disciplinary action taken by the teacher and 12
the principal, each school shall use a Student 13
Conduct Report. The teacher shall use this 14
report to maintain an adequate record of class- 15
room discipline. The principal shall use this 16
report to advise the teacher of the action 17
taken. When completed, the Student Conduct 18
Report will show all information relative to 19
the discipline problem including its disposi- 20
tion. In those cases where the teacher feels 21
that a parent/guardian conference would be 22
helpful prior to final disposition of a disci- 23
pline case, he/she will so note on the Student 24
Conduct Report. If the principal concurs, he/ 25
she shall schedule the requested conference as 26
soon as feasible. If the principal does not 27
concur, he/she will consult with the teacher 28
before the final disposition. 29
30
7. A teacher may temporarily exclude a student 31
from his/her class when the grossness of the 32
offense, the persistence of the misbehavior, or 33
the disruptive effect of the behavior makes the 34
continued presence of the student in the class- 35
room intolerable. Such student shall be sent 36
to the principal. In such cases the teacher 37
shall furnish in writing to the principal as 38
promptly as his/her teaching duties will allow, 39
but no later than the end of the work day, full 40
particulars on the problem or incident includ- 41
ing a request for teacher/principal consulta- 42
tion regarding the date and conditions of the 43
student's return, if the teacher deems such 44
consultation to be in the best interests of the 45
student or class. If consultation is requested 46
by a teacher at the secondary level, a confer- 47
ence shall be held prior to the child's return 48
to the classroom. If consultation is requested 49
by a teacher at the elementary level, a confer- 50
ence may or may not be held prior to the 51
child's return depending on the availability of 52
administrative personnel. However, a confer- 53
ence shall be held at the earliest possible 54

- 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 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 any notice thereof shall 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. 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

First year regular employees, except employees adjudged by the State to be beginning teachers, employed for the first time in the Palm Beach County Schools for the entire school year, shall be evaluated once each semester. Evaluation shall include, as a minimum, that employees be observed by the principal in the classroom for a period of at least twenty (20) minutes prior to each written evaluation.

All annual contract employees, other than first year employees, shall be evaluated at least once annually prior to the date recommendations for reappointment are made to the Board.

Continuing contract employees shall have an evaluation once every three years as a minimum. However, to conform to Florida Statutes relating to continuing contract personnel, a signed statement by both the principal and the continuing contract employee shall be filed in the employee's personnel file on other years, and such statement shall indicate whether or not continuing satisfactory service has been rendered by the employee.

Employees shall be provided a copy of their written evaluation within ten (10) days after the evaluation and be given an opportunity to discuss their evaluation with the person completing the evaluation. Employees shall have the right to respond in writing within ten (10) days to their written evaluation. All written evaluations and any written responses to evaluation(s) shall be made a part of the employee's official personnel file.

All employees shall be provided a copy of the evaluation form to be used. No bargaining unit member shall evaluate another member of the bargaining unit.

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 reasonably 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 1
stolen or illegal property. If the search dis- 2
closes stolen or illegal property, it may be 3
seized. 4

No student shall be temporarily detained longer 5
than is reasonably necessary. Such temporary 6
detention shall not extend beyond the place 7
where it was first effected, or the immediate 8
vicinity thereof. 9

2. Directed. 10

Any requirement of an employee other than deans 11
to search or seize any locker or other personal 12
possession of any student shall be made in 13
writing to the employee prior to the required 14
search and seizure. Deans, when specifically 15
directed by the principal to make a search or a 16
seizure, shall be given such written authoriza- 17
tion by the close of the school day in which 18
the requirement was placed upon the dean. 19
Through such written authorization, the Board 20
assumes all liability for the search and sei- 21
zure made by any employee or dean carrying out 22
the written direction of the principal, and 23
such employee or dean shall be totally indemni- 24
fied. 25

SECTION K - PERSONAL AND ACADEMIC FREEDOM AND 26
RESPONSIBILITIES 27

1. As provided by the statutes, the personal life 28
of an employee is not an appropriate concern or 29
attention of the Board except as it may direct- 30
ly interfere with the employee's performance of 31
his/her assigned duties and functions. 32

2. Employees shall be entitled to full rights of 33
citizenship, and no religious or political 34
activities of any employee or the lack thereof 35
shall be grounds for any discipline or dis- 36
crimination with respect to the professional 37
employment of such employee, providing said 38
activities do not violate any local, state or 39
federal law. 40

3. In the spirit of academic freedom, employees 41
will create a classroom atmosphere which in- 42
vites in-depth study of the critical issue(s) 43
of the day. The classroom environment shall be 44
conducive to investigation, interpretation, 45
analysis and evaluation of data on all sides of 46
the critical issue(s) under study. The 47
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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.

SECTION L - TUTORING

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.
 - (a) An employee shall not tutor any student enrolled in his/her classes.
 - (b) Tutoring for which an employee receives a fee shall not be conducted on school facilities or on school time.
 - (c) Employees who accept outside tutoring engagements must make their own arrangements with the parents for the fee to be assessed.
2. This provision is not applicable to Board approved summer tuition programs.

SECTION M - EMPLOYEE SUSPENSION AND DISMISSAL

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). 1

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2. A statement of the charges lodged against an 3
employee must be provided to the employee in 4
accordance with applicable Florida Statutes and 5
due process requirements. 6
7

3. Any suspended employee shall have the right to 8
Association representation at all proceedings 9
subsequent to the initial notice of suspension. 10
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4. Final action on the recommendation to dismiss 12
requires an affirmative vote of a majority of 13
the full Board. 14
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5. Further, processes guaranteed in FS 231.36 16
shall be included herein and guaranteed to all 17
employees. 18
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6. Only the Board's adverse action under this sec- 20
tion shall not be grievable. 21
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SECTION N - AUTHORIZED TRAVEL EXPENSE 23
REIMBURSEMENT 24
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1. All travel for employees must be authorized by 26
the Superintendent prior to departure and 27
incurrence of expenses. 28
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2. Authorized mileage for in-county and out-of- 30
county travel, including per diem, shall be 31
reimbursed at the rate provided by Florida 32
Statute and State Board Administrative Rule. 33
In the event that there is a change in Statute 34
or State Board Rule, payment will be retro- 35
active to the effective date of the Statute or 36
State Board Rule. 37
38

3. Meetings for which the traveler will be reim- 39
bursed by another agency, organization or 40
institution shall be excluded from these pro- 41
visions. 42
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SECTION O - WITHHOLDING OF INCREMENTS 44
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Upon recommendation of the Principal and the Area 46
Superintendent, the Superintendent may withhold, 47
from an annual contract employee, any increment or 48
any part of an increment, or an adjustment or part 49
thereof, for cause. "For cause" shall be inter- 50
preted as failure on the part of the employee to 51
follow district and individual school regulations, 52
failure to carry out assignments, failure to assume 53
his/her responsibilities in enforcing school 54

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.

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.
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, pro-

vided 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 A.M. to 3:30 P.M., 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.
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 break in both the morning and afternoon periods.

6. Meetings - (a) Faculty Meetings -- In addition 1
to the regular workday, employees may be re- 2
quired to spend time before or after the regu- 3
lar workday without additional compensation or 4
compensatory time for the purpose of attending 5
faculty staff development, school self study, 6
and principal approved departmental meetings 7
for an average of two (2) days each month. 8
Faculty meetings shall be consecutive with the 9
regular workday. Employees shall not be re- 10
quired to remain longer than 60 minutes beyond 11
the regular workday for such meetings. 12

(b) Meetings prior to and on Holidays and 13
Weekends -- Except in the best interests of the 14
school, a meeting which takes place after the 15
regular work day and which requires attendance 16
shall not be called on any day immediately 17
preceding nor on a day which does not require 18
employee attendance. 19
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(c) Notice of meetings -- The notice of any 21
meeting shall be given to the employees in- 22
volved at least two (2) days prior to the 23
meeting, except in extenuating circumstances. 24
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SECTION C - PROFESSIONAL QUALIFICATIONS AND 26 TEACHING ASSIGNMENTS 27

1. Teachers shall be given an opportunity to ex- 28
press their preference of grade and subject 29
taught. The principal, however, shall have 30
complete authority for the assignment of 31
teachers within a school. 32
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2. A teacher should not be assigned to teach in a 36
grade level and/or subject area that is not 37
within the scope of his/her teaching certifi- 38
cate or of his/her major or minor field of 39
study, except in extenuating circumstances. 40
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3. Secondary teachers shall not normally be as- 42
signed to teach in more than two (2) distinct 43
academic fields or be assigned to more than 44
three (3) distinct preparations that can be 45
distinguished by obvious and clearly recognized 46
differences in content and that require signif- 47
icant preparation and considerable time. 48
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4. The parties agree that enrollment shifts and 50
other extenuating factors may prevent the 51
finalization of teaching assignments prior to 52
the opening of school. The parties also recog- 53
nize that it is desirable for teachers to know 54

their teaching assignments as soon as possible. 1
Accordingly, each teacher shall be given a ten- 2
tative teaching assignment for the next school 3
year prior to the last day of duty for the 4
current year. 5
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SECTION D - TEACHER ASSIGNMENT DURING PLANNING 7
PERIOD 8
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1. Except in extenuating circumstances, a teacher 10
who covers another teacher's class during his/ 11
her planning period, shall not be requested to 12
waive another planning period for this purpose 13
until all available teachers have waived the 14
same. 15
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2. A teacher who has covered another teacher's 17
class during his/her planning period shall be 18
compensated for the lost planning time as 19
follows: 20
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 - (a) The teacher shall be given compensatory 22
time or an additional uninterrupted planning 23
time. 24
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 - (b) The taking of this time shall be deter- 26
mined by mutual consent of the teacher and 27
principal. 28
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 - (c) Such time shall be taken in blocks of no 30
less than twenty minutes. 31
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SECTION E - SUBSTITUTE TEACHERS 33
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1. It is the intent of the Board that substitutes 35
will be provided when the regular teacher is 36
absent. However, in emergency situations, a 37
teacher may be assigned to cover another teach- 38
er's classes during their planning period. 39
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2. The employee who must be absent will notify the 41
principal as soon as the need for the absence 42
becomes known. This notice shall be given no 43
later than one (1) hour before the beginning of 44
the work day, except in extenuating circum- 45
stances. 46
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3. In each school the principal will develop a 48
process for securing substitute teachers. This 49
process will provide that no teacher shall be 50
required to obtain his/her own substitute. 51
However, the teacher and the principal may 52
agree to an alternative whereby the teacher 53
54

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. School Budget Committee -- The Superintendent shall provide a procedure whereby employees, elected by their colleagues in each school center, may provide input to the principal in the development of the annual budget for the school center. The majority of employees at a school center may request the Superintendent to review the proposed school center budget along with

- the concerns of the employees prior to inclusion of the budget in the Comprehensive Plan. This request shall be accomplished by secret ballot.
3. 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.
4. 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. Areas for consideration shall include, but not be limited to, such matters as curriculum, textbooks, distribution of materials and supplies, staffing, discipline and parent visitation. 1
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- SECTION H - RELEASING CHILDREN FROM SCHOOL 7
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- Employees shall not release a child from the school without written authorization of the principal. 9
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- SECTION I - MONEY LEFT IN SCHOOL AFTER HOURS 12
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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. 14
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2. Employees charged with the responsibility of depositing funds shall be reimbursed mileage at the rate provided by Florida Statute and State Department Rules. 24
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- SECTION J - ITINERANT TEACHERS AND ADULT EDUCATION TEACHERS 29
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- 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. 31
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- SECTION K - STAFF DEVELOPMENT (IN-SERVICE TRAINING) 38
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1. In compliance with the law, a staff development program for employees will be provided each year by the Board. 41
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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. 45
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3. Employees shall participate in the planning, implementation, and evaluation of the staff development program when applicable. 52
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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 or 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 if 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 80% of the time.

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 1
payday schedule shall not apply to permanent 2
substitutes. 3

The work day for permanent substitutes shall be 4
seven (7) hours per day, excluding a lunch period 5
equivalent to the student lunch period. 6
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Permanent substitutes are classified as noninstruc- 8
tional employees and will not receive increments 9
for experience, paid holidays, nor will service as 10
a permanent substitute be counted toward continuing 11
contract or professional service contract. Sick 12
leave shall be earned in the same manner as other 13
noninstructional personnel. 14
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Permanent substitute teachers may be allowed four 16
(4) days paid leave for personal reasons each year 17
to be charged against accrued sick leave and pro- 18
vided that such leave shall not be cumulative. 19
Except in emergency situations, employees shall 20
request such leave one (1) week in advance. Per- 21
sonal leave may be authorized in the event of an 22
emergency (the nature of which shall be identified) 23
or for other essential matters which cannot be 24
accomplished during non-working hours, provided 25
such leave shall at no time be granted for purposes 26
of recreation, job interviews, any form of job 27
action, activities which will result in taxable 28
income to the employee, or to attend association 29
business. Personal leave requests shall not be 30
made for any day immediately preceding or following 31
a Board approved holiday or the first or last week 32
of the school year when students are in attendance. 33
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When a permanent substitute is not filling in for 36
an absent teacher, the permanent substitute will 37
perform other duties as directed by the principal. 38
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All newly hired permanent substitute teachers shall 40
be subject to a probationary period of ninety (90) 41
work days. Probationary employees may be dismissed 42
without recourse. Probationary employees shall not 43
be eligible for any type of leave, except accrued 44
sick leave or short term unpaid leave not to exceed 45
five (5) days due to illness only. 46
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Permanent substitutes shall be evaluated once annu- 48
ally and shall be given a copy of the written eval- 49
uation. A permanent substitute who has not been 50
recommended to the Superintendent for reappoint- 51
ment shall be notified in writing by the principal 52
at least fifteen (15) days prior to the date the 53
Superintendent submits his recommendations to the 54
Board for noninstructional personnel.

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 of the district shall make a request to the Division of Personnel Relations on a Transfer Request form to be provided by the district. Such request shall be submitted no later than March 1. The Division of Personnel Relations shall acknowledge receipt of the Transfer Request form.
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. Vacancies resulting from additional teacher allocations, retirements, resignations, transfers, etc., shall be advertised in the "Employee Focus." Employees who meet the criteria for transfer as noted above shall contact the principal at the transferring school within five days of being advertised in the Employee Focus" and request an interview. The principal shall interview all eligible transfer applicants before filling each position.

The Board shall provide the "Employee Focus" to all teachers and shall provide five (5) copies to the Association. Copies of the summer issues of "Employee Focus" will be mailed to the homes of employees requesting transfers.

- 4. All transfer applicants who seek a particular position shall be notified when the position is filled. 1
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- 5. August 1 shall be the normal cutoff date for voluntary transfers. However, a voluntary transfer may be made after the cutoff date providing both principals are in agreement and is approved by the Superintendent. 5
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- 6. In order to insure active consideration, an employee must reapply for transfer each year. 10
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- 7. Employee transfer applicants who do not receive transfers may discuss any concerns they may have regarding their non-transfer with representatives of the Division of Personnel Relations. 14
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- 8. Selection of teachers for new schools shall be made prior to August 1. 20
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SECTION C 23

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. 24
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SECTION D 37

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. 38
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SECTION E

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:

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 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 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.

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 receipted, 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 - CONTINUING CONTRACT THROUGH CHANGE OF ASSIGNMENT

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

2. After June 30, 1982, only employees who have worked a minimum of 99 days in the district will have expectation of receiving a continuing contract as a teacher. Deans and counselors who worked a minimum of 99 days in that position in FY 82 and who were properly certifi-

cated in that position on June 30, 1982, will have expectation of receiving a continuing contract in that position. An employee hired subsequent to July 1, 1982, 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.
6. Summer school employees shall be paid as shown in Appendix D

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

1. All qualified employees may apply for employ-

- ment as vocational education, adult education, and community school part-time employees for evening classes. 1
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2. Appointments for these positions shall be open to all qualified employees of the school system. 5
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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. 9
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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. 17
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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. 26
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6. In Vocational Education and Adult Education where programs operate beyond the regular day calendar, teachers of the program shall have right of refusal to the additional employment. 31
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ARTICLE V - LEAVES PAID AND UNPAID 37 38

SECTION A - PAID LEAVES - GENERAL PROVISIONS 39 40 41

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. 42
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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: 52
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(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 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.
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 satisfactory 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 - Four (4) 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 1
to the principal/department head within three 2
(3) days of the time of occurrence. Except in 3
extenuating circumstances, failure to make such 4
report within the prescribed time limits above 5
shall result in the claim being denied, unless 6
otherwise approved by the Superintendent. 7

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(a) An employee who is injured in the line of 9
duty shall be entitled up to ten (10) noncumu- 10
lative additional days which shall not be 11
charged against the employee's sick leave bal- 12
ance. Additional emergency sick leave may be 13
granted by the Board at the request of the 14
employee. All claims for such leave must 15
clearly substantiate an injury received in 16
carrying out assigned duties. Additionally, 17
such paid leave shall only be awarded for the 18
duty days for which the employee has been 19
employed. An employee who can clearly demon- 20
strate the contracting of an infectious or 21
contagious disease for which inoculations are 22
not available, and exclusive of upper respira- 23
tory infections or complications therefrom, at 24
the school center to which they are assigned, 25
shall qualify for up to a maximum additional 26
ten (10) days of noncumulative sick leave if 27
the disease requires the employee to use 28
more than five (5) days of his/her sick leave 29
balance. If the employee does not have five 30
days of accumulated sick leave, this leave 31
shall begin immediately after the use of the 32
last sick leave day. At the request of the 33
employee, additional sick leave may be granted 34
by the Board. 35

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(b) In cases of unusual illness or injury in 37
the line of duty, an employee may make a re- 38
quest to the Superintendent for additional com- 39
pensated leave days. If the Superintendent is 40
satisfied that the condition warrants, he/she 41
shall recommend additional compensated leave to 42
the Board. 43

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(c) Any employee who has a claim for compen- 45
sation while absent because of illness con- 46
tracted or injury incurred as prescribed herein 47
shall notify his/her principal as soon as such 48
illness or injury is apparent and shall file a 49
claim by the end of each month or pay period as 50
requested during which such absence has 51
occurred. The School Board shall satisfy 52
itself that the claim correctly states the 53
facts that such claim is entitled to payment. 54

- (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. 1
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- (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. 6
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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. 15
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- (a) The employee may not engage in any compensated activity during normal duty hours while on such leave. 26
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- (b) This leave will not be granted where the time granted will be utilized for enrolling in and completing entire courses of study. 30
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- (c) An employee who otherwise qualifies may apply for and receive uncompensated professional leave as provided in the unpaid leave section of this article. 34
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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. 39
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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 eli- 49
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gible 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 the Board action. If possible, this shall be done prior to the Board meeting preceding 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. 1

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(b) Sabbatical leave shall be granted to qual- 3
 ified applicants according to the following 4
 criteria: 5
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(1) Sabbatical leave shall be granted to the 7
 number of teachers that can be granted with a 8
 ninety-seven thousand five hundred dollar 9
 (\$97,500) budget, if qualified applicants 10
 apply. 11
 12

(2) Sabbatical leave shall be granted based 13
 upon points earned. Applicants shall earn one 14
 point for each year of continuous service in 15
 the District over six (6) years. Applicants 16
 shall be considered in descending order of 17
 points earned. 18
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(3) Applicants for subsequent sabbatical 20
 leaves after the first leave shall not be 21
 considered until all applications for a les- 22
 ser number of sabbatical leaves have been 23
 considered. 24
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(4) In case applicants for sabbatical leaves 26
 are tied in total points, selection shall be 27
 determined by the Superintendent or a commit- 28
 tee appointed by him for this specific pur- 29
 pose. 30
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(c) An applicant granted sabbatical leave 32
 shall receive one-half of the contractual gross 33
 monthly salary according to the salary sched- 34
 ule, based on 196 duty days. If it is found 35
 that a sabbatical leave recipient is violating 36
 the conditions of his leave, salary payments 37
 may be discontinued and the recipient shall 38
 repay all prior payments that were improperly 39
 received. 40
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(d) Sabbatical leave may be carried over from 42
 one school year into the next on a continuous 43
 basis not to exceed the duty days of the appli- 44
 cant for a year of work. Salary and benefits 45
 for a sabbatical leave extending over two 46
 school years will be prorated based on the 47
 salary schedules of the years involved. Such 48
 leave commencing during a year of school shall 49
 not be granted until a suitable replacement is 50
 provided for the position being vacated. Any 51
 carryover from one school year of sabbatical 52
 leave into the next is not to be considered a 53
 part of the quota of leaves possible the second 54

year. 1

(e) The recipient shall have the option of 2
paying retirement contributions for the salary 3
authorized by the Board during sabbatical leave 4
or he/she may pay on the full amount of the 5
salary received during the previous year's 6
service. Such decision shall be made at the 7
time of the sabbatical leave request. 8
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(f) Sabbatical leave applications shall be 10
filed with the Superintendent not later than 11
February 15 of each year. 12
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(1) Each applicant applying for sabbatical 15
leave for professional academic advancement 16
shall submit information relative to the type 17
of work to be undertaken. Each recipient of 18
such leave shall be required to take suffi- 19
cient course work as to be classified as a 20
full-time student by the college or univer- 21
sity of attendance. Proof that such course 22
work has been completed shall be filed with 23
the Superintendent. 24
25

(g) Sabbatical leave shall not be considered a 26
termination or breach of contract of employ- 27
ment, and a person on such leave shall be 28
returned to the same position held prior to the 29
granting of such leave and that the year of 30
experience be counted for salary purposes. 31
Provided, however, that nothing contained 32
herein shall preclude the Board, upon the rec- 33
ommendation of the Superintendent in the event 34
a position has been abolished, a category of 35
positions has been eliminated, or it is deemed 36
in the best interest of the school system, from 37
reassigning such person, upon his/her return to 38
duty, to such substantially equivalent position 39
as shall then be available. 40
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(h) An employee who is granted a sabbatical 42
leave shall sign a contract with the district 43
stating that: 44
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(1) The employee shall return to the dis- 46
trict and serve an additional three (3) 47
school years following the expiration of the 48
leave. 49
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(2) The employee shall repay the full amount 51
of money received for the sabbatical if he/ 52
she fails to return to the district. 53
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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.
- (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 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. Catastrophic Illness or Injury

(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.

(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.

(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 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.

8. The employees will fully cooperate with the Board and shall authorize the verification of the illness by their physicians.
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.

SECTION D - UNPAID LEAVES-SPECIFIC PROVISIONS

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.
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.
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.
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 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 that 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 em-
ployee 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 pro-
fessional qualifications and will contribute to
the teaching profession. Such leave may be
granted to any employee with one (1) year sat-
isfactory 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 nec-
essary 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 teach-
ers, and other public reports and data in a
normally prepared format. In addition, the
Board shall make available public Board meeting
agendas, backup material and "FYI" prepared for
the Board within 24 hours of sending to 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. 1
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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: 5
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- (a) Upon arrival, the president or his designee shall check into the school office. 11
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- (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. 14
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- (c) Visits with teachers shall be restricted to non-duty time, such as duty-free lunch or break time. 22
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- (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. 26
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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. 38
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5. The Association may use: 51
- (a) The public address system during regular 52
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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.

(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.

(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.

(d) Part of a bulletin board in faculty lounge lounge(s) (workrooms). If none are 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.

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 do 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 dollars (\$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 Else- 1
where (TDE) Leave to be used at the discretion 2
of the Association President for the conduct of 3
Association business. The Association shall 4
reimburse the Board for the cost of substitutes 5
for such leave. 6
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2. The Association President shall correspond with 8
the Director of Employee Relations regarding 9
the purpose, the names of the teachers involved 10
and their schools, for use of such TDE's at 11
least ten (10) working days in advance of such 12
leave. 13
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SECTION E - ASSOCIATION ON SCHOOL BOARD AGENDA 15
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The Association, upon timely request, shall be 17
placed on the School Board Agenda to speak to the 18
Board. If emergency items are added to the Agenda, 19
an Association representative shall be given the 20
opportunity to speak briefly (not to exceed five 21
(5) minutes) on the item when it comes up for dis- 22
cussion. 23
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SECTION F - USE OF SCHOOL MAIL 25
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1. The Association shall have the use of the 27
inter-school mail for distribution of materials 28
one time each week and one additional time dur- 29
ing the school year for the delivery of member- 30
ship materials and applications to employees 31
eligible for membership in the bargaining unit. 32
33
2. Materials will be addressed to the designated 34
building representative in each school and will 35
be picked up each Wednesday at the CTA office 36
during the regular school year, at the same 37
time materials addressed to CTA are delivered. 38
At the time of distribution, a copy of all 39
materials sent through the inter-school mail 40
shall be provided to the Executive Director of 41
Employee Relations for the Board. 42
43
3. All materials distributed are subject to the 44
same provisions as provided in Article VI, 45
Section A,5(d). 46
47
4. If a court of competent jurisdiction or a per- 48
tinent regulatory agency shall determine that, 49
in providing such service, the Board is in 50
violation of any applicable laws or regulations 51
by reason of the absence of postage being prop- 52
erly affixed thereto, or for other reasons, 53
54

this paragraph shall not apply and the Association agrees to hold the Board harmless for any charges which might have accrued against the Board.

SECTION G - DISTRIBUTION OF MASTER CONTRACT

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 H - 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 I - 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 J - 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 Federal Mediation and Conciliation Service (FMCS) and the Superintendent, of its intent to proceed through arbitration using the rules of FMCS. If the parties cannot agree as to the arbitrator within seven (7) working days of the receipt of the initial list from the FMCS, then the FMCS shall select the arbitrator. The rules of the FMCS shall govern all arbitration proceedings.

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 written 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 work out 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.
 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.	1
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9. Notwithstanding the expiration of the agreement, any claim or grievance initiated thereunder may be processed through the grievance procedure in effect until resolution.	3
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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.	8
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11. A grievance once withdrawn may not be reopened without mutual agreement of the Board and the Association.	13
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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 at STEP TWO. Such grievance shall contain the names of the employees grieving and shall be signed by an Association officer or staff representative.	17
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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.	27
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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.	33
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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.	39
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ARTICLE VIII - COMPENSATION AND BENEFITS	45
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SECTION A - SALARY	47
	48
Salaries shall be paid in accordance with Appendix A.	49
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ARTICLE VIII - COMPENSATION AND BENEFITS	1
	2
SECTION B - EXPERIENCE FOR SALARY DEFINED	3
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1. All verified public school teaching experience	5
in Florida, including the services as set forth	6
in Section 238.01 (4), F.S., shall be counted	7
as years of experience on the salary schedule.	8
Upon written verification, a member of the bar-	9
gaining unit may use for pay purposes up to 10	10
years of teaching experience for public school	11
teaching outside the State of Florida but with-	12
in the United States provided only experience	13
earned with a minimum of a Bachelor's degree	14
will be accepted. Any combination of Florida	15
and out-of-state teaching experience for pay	16
purposes will be limited to ten (10) years.	17
Out-of-state experience shall include special	18
state schools, state colleges and universities,	19
and state community/junior colleges of the	20
United States and its possessions*, trustee-	21
ships and American dependent schools under the	22
Department of Defense.	23
	24
2. Vocational and technical instructors may re-	25
ceive credit for full-time work experience as	26
approved by the Superintendent. Such experi-	27
ence shall be limited to a maximum of ten (10)	28
years; provided that such credit shall be	29
counted in lieu of service in the Florida pub-	30
lic school service; and provided further that	31
each year of service shall be the equivalent of	32
service in the state system.	33
	34
3. All employees shall be given credit on the sal-	35
ary schedule for military service, as provided	36
in Military Leave (Article V, D,6).	37
	38
SECTION C - YEAR OF SERVICE DEFINED	39
	40
1. A year of service shall be defined as that sum	41
of compensated duty days of six (6) hours or	42
more which exceeds one-half of the employee's	43
contract year or 99 compensated duty days,	44
whichever is greater.	45
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*These are: Puerto Rico, Canal Zone, Virgin Is-	50
lands, Guam, American Samoa, Wake and Midway Is-	51
lands, Ryukyu Islands, Canton and Enderbury Islands	52
and the Caroline, Mariana and Marshall Islands.	53
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2. Employee salaries shall be maintained after	1
June 30, 1985 at the experience level for which	2
they were paid during the 1984-85 school year	3
or in accordance with a successor negotiated	4
agreement.	5
SECTION D - SUMMER SCHOOL SALARY SCHEDULE	6
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Summer school teachers shall be paid in accor-	8
dance with Appendix D.	9
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SECTION E - SUPPLEMENTAL SALARY	11
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1. Supplemental salaries shall be paid in accord-	13
ance with Appendix B.	14
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2. Payment of supplements for services rendered	16
over the entire contractual period shall be	17
paid, commencing with the written recommenda-	18
tion of the principal and approval of the	19
Superintendent, and will be prorated over the	20
entire contractual period.	21
	22
SECTION F - RETIREMENT SUPPLEMENT	23
	24
The Board shall provide a retirement supplement of	25
four percent (4%) of gross salary to be paid to	26
other than FRS members.	27
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SECTION G - GLADES SUPPLEMENT	29
	30
A Glades supplement shall be paid in accordance	31
with Appendix E.	32
	33
SECTION H - HEALTH INSURANCE	34
	35
Health insurance benefits shall be paid in accord-	36
ance with Appendix C.	37
	38
SECTION I - LIFE INSURANCE	39
	40
1. The Board agrees to pay on behalf of each	41
regular employee working six (6) hours or more	42
per day, the premium on a \$10,000 group life	43
insurance policy. Coverage in addition to the	44
\$10,000 may be purchased by the regular	45
employee in the amount of \$40,000 at the same	46
rate paid by the Board if such purchase by the	47
regular employee can be made without the cost	48
of the basic \$10,000 group life insurance being	49
increased to the Board. The Board shall select	50
a company which will not require physical	51
examination for a minimum of \$40,000 additional	52
coverage. The Board shall select the company	53
to provide the insurance.	54

2. The Board agrees to pay on behalf of each regular employee working less than six (6) hours per day, the premium on a \$5,000 group life insurance policy. Coverage in addition to the \$5,000 may be purchased by the regular employee in the amount of \$40,000. The regular employee may purchase the additional \$40,000 coverage at the same rate paid by the Board if said purchase by the regular employee can be made without the cost of the \$5,000 basic group life insurance being increased to the Board.

SECTION J - TEACHER LIABILITY INSURANCE

The Board agrees to provide supplemental automobile insurance to complement personal liability coverage for the transporting of students in private passenger vehicles owned by the employees. This 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 supplemental liability coverage shall be up to Three Hundred Thousand Dollars (\$300,000) per occurrence.

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. 1
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5. If an employee retires without receiving terminal pay benefits and interrupts retirement to return to teaching, his sick leave credit shall be valid. 5
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6. The retirement benefit shall not be paid more than one time. 10
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SECTION L - ADVANCED DEGREES 13

Teachers receiving degrees after July 1, 1980, will receive pay for advanced degree in accordance with Appendix A only, provided: 14
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17

(1) The major in the advanced degree is in one of the areas of certification as a regular classroom teacher, or 18
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21

(2) The degree includes, or subsequently is followed by, twelve (12) graduate semester hours or equivalent in: 22
23
24
25

- (a) One of the content areas of certification as a regular teacher 26
27
28
- (b) Reading 29
- (c) Mathematics 30
- (d) Special Education 31

Content area courses must bear the prefix of the appropriate subject area on the certificate. 32
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The Board will recognize as advanced degrees for Trade and Industrial Vocationally Certified teachers post-standard certificates as issued by the Florida State Department of Education. 35
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Teachers serving in areas of professional certification, e.g., media specialist, physical/occupational therapist, may receive payment for advanced degrees in those areas. 41
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A teacher serving as guidance counselor who receives a specialist or doctorate degree while serving in that capacity, may earn advance payment if the degree is in guidance. 46
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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 insurance coverage that is provided by the Board.

ARTICLE X - TERM OF AGREEMENT

This agreement shall be effective as of July 1, 1985 and shall remain in force and effect through June 30, 1988, except that during each intervening year, either party may reopen Article VIII and two (2) additional Articles.

For FY86, Article VIII, Section A, may be reopened by either party provided the following conditions are met:

If the revenue (as defined in "A Manual-Financial and Program Cost Accounting and Reporting for Florida Schools (Revised August 1984") increase for FY86 for the operating budget compared to actual revenues for FY85 for the operating budget is in excess of the following cost:

1. The cost of workload changes.
2. The cost of price-level adjustments on non-salary budget categories.
3. The costs 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 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 an increase of \$100 per teacher.

TEACHER SALARY SCHEDULE FY86

BACHELORS DEGREE

STEP	ANNUAL CONTRACT	CONTINUING CONTRACT
0	17,500	
1	17,600	
2	17,700	
3	17,800	17,800
4	18,150	18,215
5	18,500	18,700
6	18,850	19,185
7	19,200	19,670
8	19,550	20,155
9	19,900	20,640
10	20,250	21,125
11	20,600	21,610
12	20,950	22,095
13	21,300	22,580
14	21,650	23,065
15	22,000	23,550
16	22,350	24,035
17	22,700	24,520
18	22,700	24,875
19	22,700	26,405

Masters: Add \$1500 to Bachelors
Specialist: Add \$2800 to Bachelors
Doctorate: Add \$4200 to Bachelors

The positions of psychologist, occupational therapist, and physical therapist shall be paid on the teacher salary schedule based on experience, degree and contract status. The entry level for these positions shall be at Step 10 (continuing contract) on the teacher salary schedule.

HIGH SCHOOL ATHLETIC SUPPLEMENTS - FY 86

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).

<u>Position</u>	<u>FY86 Supplement</u>	
*Athletic Director	\$2800	1
Head Football	\$2270	2
Head Basketball	\$2040	3
Baseball	\$1860	4
Track	1860	5
Co-ed Swimming	1860	6
Softball	1860	7
Asst. Football	\$1630	8
Wrestling	1630	9
Soccer	1630	10
J. V. Basketball	\$1460	11
*Asst. Athletic Director	\$1280	12
*Athletic Trainer	1280	13
Cross-Country	\$1170	14
Gymnastics	1170	15
Volleyball	1170	16
*Varsity Cheerleader	1170	17
*Special Olympics Coordinator	\$1050	18
Co-ed Tennis	\$ 990	19
Asst. Co-ed Tennis	990	20
Co-ed Golf	990	21
Asst. Co-ed Golf	990	22
J.V. Baseball	\$ 870	23
Asst. Track	870	24
Asst. Co-ed Swimming	870	25
Jr. Wrestling	870	26
J.V. Softball	870	27
Co-ed Bowling	870	28
9th Grade Coaches	870	29

	Appendix B	1
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Drill Team Sponsor	\$820	5
		6
*J.V. Cheerleader	\$760	7
		8
*Intramural	\$350	9
Coordinator		10
		11
**Intramural Sponsor	\$230	12
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* Year-round Supplemental Activities		34
		35
** Schools are entitled to one supplement per 100		36
students or major fraction. All intramural ac-		37
tivity must last twenty (20) or more school		38
days. Intramural coordinators will receive \$350		39
for coordinating duties. Coordinators may spon-		40
sor two other activities to a maximum of \$810.		41
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MIDDLE/JUNIOR HIGH ATHLETIC SUPPLEMENTS - FY86

<u>Position</u>	<u>FY86 Supplement</u>	
*JHSAA Executive Director	\$2560	1
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		3
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		11
*Athletic Director		12
10-15 sports	\$1400	13
5-9 sports	\$1040	14
2-4 sports	\$ 450	15
		16
Head Football	\$1140	17
		18
Head Basketball	\$1020	19
		20
Track	\$ 930	21
(if one coach)	1080	22
Co-ed Swimming	930	23
(if one coach)	1080	24
		25
Baseball	\$ 930	26
Softball	930	27
		28
Soccer	\$ 820	29
Asst. Football	820	30
		31
Gymnastics	\$ 820	32
		33
Volleyball	\$ 700	34
*Cheerleader Sponsor	700	35
		36
Tennis	\$ 500	37
Golf	500	38
		39
Drill Team Sponsor	\$ 410	40
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*Intramural Coordinator	\$ 350	42
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**Intramural Sponsor	\$ 230	45
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Senior HighJunior High

Limitations are as follows:

1 Var--3 Intramurals
2 Var--2 Intramurals
0 Var--4 Intramurals

1 Var--3 Intramurals
2 Var--2 Intramurals
3 Var--1 Intramural
0 Var--4 Intramural

*Year-round Supplemental Activity

**Schools are entitled to one supplement per 100 students or major fraction. All intramural activity must last twenty (20 or more school days. Intramural coordinators will receive \$350 for coordinating duties. Coordinator may sponsor two other activities to a maximum of \$810.

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B. OTHER ACTIVITIES 2

1. Senior High School 3

Supplement-FY85 4

*Band Director 5

Class A (1000 students & above) \$2050 6

Class B (less than 1000 students) 1750 7

*Choral Director 8

Class A (1000 students and above) 1450 9

Class B (less than 1000 students) 1100 10

*Drama Coach 11

850 12

*Forensic & Debate Coach 13

1000 14

*Newspaper Sponsor 15

850 16

*Yearbook Sponsor 17

1000 18

*Student Government Sponsor 19

750 20

*Junior Class Sponsor 21

650 22

*Senior Class Sponsor 23

650 24

Academic Games Sponsor 25

400 26

School Coordinator Southern Association 27

400 28

Middle/Junior High School 29

*Band Director 30

1000 31

*Choral Director 32

850 33

*JHS Student Council 34

650 35

*Debate Coach 36

550 37

*Drama Coach 38

550 39

*Newspaper Sponsor 40

600 41

*Yearbook Sponsor 42

600 43

Academic Games Sponsor 44

400 45

Secondary Schools-Special Activities 46

Service Organization Supplement -- Schools are
entitled to one (1) supplement per 100 students
at \$300 per unit for such activities as Nation-
al Honor Society, service clubs, or interest
clubs.

4. Elementary School 47

Academic Games Sponsor 48

900 49

(3 seasons) 50

*Year-round Supplemental Activity 51

52

C. SECONDARY DEPARTMENT HEADS 2
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- | | | | |
|----|--------------|---|--------------------------------------|
| 1. | 1-4 members | \$150 per member | 6 |
| 2. | 5 members | \$900 | 7 |
| 3. | 6-20 members | \$900 = \$50 per member for all over 5, up to 20 members. | 8
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- or - 15
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|----|---------------|--|--|
| 4. | 13-20 members | \$750 + \$50 per member for all over 5, up to 12 members, plus an assistant at \$150 + \$50 per member from 13 through 20 members. | 18
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D. Elementary grade level chairperson 27

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|----|-------------------|---|--|
| 1. | 1-4 members | \$100 per member | 28
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| 2. | 5 members | \$650 + \$50 per member for all over 5, up to 20 members. | 32
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| 3. | Special Education | One (1) supplement per school (minimum of 3 teachers). | 36
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HEALTH INSURANCE - FY86 4

1. The Board shall make available to each regular employee comprehensive major medical and dental benefits as provided during FY85. 7-9
2. For calendar year 1985, the Board agrees to pay a maximum of \$898.32 annually toward the cost of health insurance for all regular employees who elect individual coverage. Any cost for individual coverage for calendar year 1986 in excess of the Board's contribution shall be borne by the employee. For purposes of this section, costs are projected rates necessary to fund the health insurance plan for calendar year 1986 as determined by the actuarial analysis of the carrier. Any rate increase, if necessary, will be implemented January 1, 1986, and calculated on an annual basis for the calendar year. 11-25
3. For calendar year 1985, the Board agrees to pay a maximum of \$371.52 annually towards the cost of dependent coverage for employees who work six (6) hours or more. Any cost for dependent coverage for calendar year 1986 in excess of the Board's contribution shall be borne by the employee. For purposes of this section, costs are projected rates necessary to fund the group health insurance plan for calendar year 1986 as determined by the actuarial analysis of the carrier. Any rate increase, if necessary, will be implemented January 1, 1986, and calculated on an annual basis for the calendar year. 26-38
4. For calendar year 1986, employees who work less than six (6) hours and who elect dependent coverage shall pay 100% of the cost of such coverage. Any rate increase, if necessary, will be implemented January 1, 1986, and calculated on an annual basis for the calendar year. 40-46

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5. For calendar year 1986, the Board agrees to pay 6
a maximum of \$898.32 annually toward the cost 7
of dependent coverage where both spouses work 8
for the School Board and elect dependent cover- 9
age. Any cost for dependent coverage for cal- 10
endar year 1986 in excess of the Board's con- 11
tribution shall be borne by the employee. For 12
the purposes of this section, costs are pro- 13
jected rates necessary to fund the group health 14
insurance plan for the 1986 calendar year as 15
determined by the actuarial analysis of the 16
carrier. Any rate increase, if necessary, will 17
be implemented January 1, 1986 and calculated 18
on an annual basis for the calendar year. 19
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6. In the event the parties are unable to agree on 21
the increase in rates necessary to fund the 22
health insurance plan, the parties will jointly 23
select an independent actuary, determined by 24
the evaluation of "Request for Proposal (RFP)". 25
The cost of such actuarial services shall be 26
borne equally by the parties. 27
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Appendix D
SUMMER SCHOOL SALARY SCHEDULE

During the summer school session of 1985, teachers will be paid at the rate of \$11.00 per hour. Beginning with the summer school session of 1986, 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. Supplemental 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

1. During FY86, up to a maximum of \$1,000 shall be paid to instructional personnel teaching in the Glades area who reside east of Twenty Mile Bend or in a county other than Palm Beach and commute daily. Should the employment period be less than 196 compensable days, the supplement will be prorated for the actual number of days contracted.
2. During FY86, instructional personnel teaching in the Glades and who reside in the Glades area (Palm Beach County) shall receive a seven percent (7%) supplement not to exceed \$1,000. Should an employee work less than the designated contracted days, the supplement will be prorated for the actual number of days contracted.

Appendix F
PERMANENT SUBSTITUTE TEACHERS

Permanent Substitute Teachers -- -- -- \$50.35 per day.

Appendix G
MANDATORY INSERVICE

Employees required to participate in inservice institutes and other mandated inservice activities beyond their assigned duty days shall be compensated at the hourly rate of \$12.00.



This booklet printed and assembled by the students in the
printing class at North Technical Education Center,
Riviera Beach, Florida.

6111-006183F013-02



830715

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 7/31/87

APRIL 30, 1987

④
MAY 18 1987

Supervisor
~~County of Palm Beach~~ PALM BEACH COUNTY School Board
3323 Belvedere Road
W Palm Beach, FL. 33402

PREVIOUS AGREEMENT EXPIRED
JUNE 30, 1985

Respondent:

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

CLASSROOM TEACHERS ASSN

WITH SINGLE INDEPENDENT ASSOCIATION
FLORIDA

Palm Beach Cnty Fl School Board Teachers

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 on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

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 5905
2. Number and location of establishments covered by agreement SEE ATTACHED
3. Product, service, or type of business PUBLIC EDUCATION
4. If your agreement has been extended, indicate new expiration date JUNE 30, 1988 - ADDENDUM ATTACHED

JAMES E. CARROLL EXEC. DIR. EMPLOYEE RELATIONS (305) 684-5085
 Your Name and Position Area Code/Telephone Number
 3323 BELVEDERE RD., P.O. BOX 24690, WEST PALM BEACH, FL. 33416-4690
 Address City/State/ZIP Code