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TEACHER

COLLECTIVE

BARGAINING

AGREEMENT

2003-2006

2003-2006 TEACHER COLLECTIVE BARGAINING AGREEMENT

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PREAMBLE

THIS CONTRACT, made and entered into by and between **THE SCHOOL BOARD OF POLK COUNTY, FLORIDA**, hereinafter referred to as the "BOARD," and **POLK EDUCATION ASSOCIATION, INC.** (an affiliate of the Florida Education Association, the National Education Association, and the American Federation of Teachers), as representative of the teaching personnel employed by the School Board of Polk County, Florida and included in the bargaining unit certified by the Public Employees Relations Commission, hereinafter referred to as the "ASSOCIATION,"

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Polk County public school system is their mutual aim, and that such quality education should, in most cases, include teachers and Association involvement in formulating policies and programs, and

WHEREAS, the Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, including disciplinary action, subject to the provisions of this agreement in dealing with instructional personnel, and

WHEREAS, the Board and the Association have agreed to negotiate in good faith with respect to the determination of all terms and conditions of employment, and now, having reached agreement on same, desire to execute this contract covering such agreement, and

WHEREAS, the parties, following extensive and deliberate negotiations, have reached certain understandings which they desire to confirm in this agreement,

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

ARTICLE I - EMPLOYEES REPRESENTED

The Board recognizes the Association as the exclusive bargaining representative for the following unit of employees whether under contract, on leave, employed or to be employed by the district, all as included in the certification instrument Case No. 8H-RA-754-1092, issued by the Florida Public Employees Relations Commission on the 27th day of June, 1975: Amended 22nd day of August, 1983.

Classroom teachers including:

Band Directors	Primary Resource Teachers
Certified Tutorial	Psychologists
Compensatory	ROTC Instructors
Consultants (certified Rank III or above)	Social Workers, including Visiting Teacher/Social Workers, 94/142 Social Worker, County-wide Social Worker
Deans	PSOC Social Worker
Earn & Learn	Speakers of Non-Standard English Program
Guidance Counselors, including Occupational Specialists, Elementary, Secondary Counselors, and Reading Teachers	Specialists (Certified Rank III or above)
Health Educators	Student Activities Teachers
Homebound	Visiting Teachers
Librarians, including Central Process Librarian, all media persons (certified Rank III or above)	Vocal Directors
Migrant Early Childhood	Vocational Education Teachers
	Work Experience
	Registered Nurse Specialist/ Trainers of Prevention and Resource Specialists/Trainers Of Health Services
	Rehabilitation Nurses

Special Education teachers including:

Autistic	Socially Maladjusted
Deaf Education	Specific Learning Disabilities
Diagnostic Classroom Teacher	Speech/Language Diagnosticians
Educable Mentally Handicapped	Speech Therapist/Clinicians
Emotionally Disturbed	Staffing Specialist
Gifted Specialist	Trainable Mentally Handicapped
Physical Education - Exceptional	Visually Handicapped
Physically Handicapped	

Such representation shall exclude Superintendent, Assistant Superintendents, Director of Employee Relations, Principals, Assistant Principals, County Coordinators, Vocational Technical Center Directors, Vocational Technical Center Assistant Directors, Vocational Technical Center Coordinators of Evening Programs, County Supervisors, County Directors, Deputy Superintendents, Area Assistant Superintendents, Administrative Assistants. Any new managerial positions created shall also be excluded.

The term "teacher" when used hereinafter in the agreement shall refer to all professional employees represented by the Association in the bargaining unit. Any new instructional non-managerial or non-supervisory positions created by the Board shall be considered as part of the bargaining unit.

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2.3 Power and Authority of Representatives

2.4 Mediation/Special Master Costs

2.5 Regular Meetings During Term of Contract

2.6 Amending This Contract

2.1 Annual Negotiations: Negotiations will be conducted each year according to the ground rules as mutually agreed upon prior to negotiations. Ground Rules (see Appendix G) used at the previous year's sessions will serve as the basis for discussing any changes before adopting ground rules for the current negotiating sessions. Such ground rules mutually agreed upon shall assist in the orderly process for negotiations.

2.2 Beginning Date: Both parties agree that negotiations for a new contract shall commence no later than 30 days after ratification of the current collective bargaining agreement in a good faith effort to reach a contract. The Association agrees to give the Board notice of intent to negotiate a contract a minimum of sixty (60) days prior to the expiration of the contract in force at the time and also notify Public Employees Relations Commission in writing of this intent.

2.3 Power and Authority of Representatives: The parties mutually pledge that their representatives shall be vested with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

2.4 Mediation/Special Master Costs: Any cost incurred through mediation or special master will be shared equally by the Board and the Association. The expense of consultants shall be borne by the party requesting them.

2.5 Regular Meetings During Term of Contract: The Board and Association negotiating teams will meet together each month during the regular school year on a regularly set day and time for the purpose of reviewing the administration of this agreement and to resolve problems that arise there from. These meetings are not intended to bypass the grievance procedure. Further, each party shall submit to the other prior to the meeting an agenda covering what they wish to discuss.

2.6 Amending this Contract: Any matter not specifically covered by this contract but of concern for one or both of the parties may be brought up for negotiations during the contract period if both parties agree that its consideration is necessary and desirable. When such a meeting results in a mutually acceptable amendment to this agreement, the amendment shall be subject to ratification by the Board and the Association, the same as is the agreement.

ARTICLE III - SCHOOL CALENDAR

3.1 The Board agrees that the Association may name at least four (4) members to the Superintendent's Calendar Committee for the duration of this agreement.

3.2 The Board agrees to provide the teachers with six (6) paid holidays per school year for the duration of this agreement.

ARTICLE IV - TEACHER RIGHTS AND RESPONSIBILITIES

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Definitions:

Just Cause: fair and reasonable basis for action

Moral Turpitude: gross violation of standards of moral conduct, vileness. An act involving moral turpitude is considered intentionally evil, making the act a crime.

4.1 Right to Organize: Teachers shall have the right to self-organization for mutual protection, to form, join or assist the organization or refrain from such activity, and to bargain collectively through representatives of their own choosing.

4.2 Non Denial of Rights: The Board agrees that nothing contained herein shall be construed to deny to any teacher all rights as guaranteed by the laws and Constitution of the State of Florida and the United States.

4.3 Non Discrimination: The provisions of this agreement shall be applied without regard to race, creed, color, religion, national origin, age, gender, or marital status.

4.3-1 Teachers shall not be subject to discriminatory treatment.

4.3-2 Teachers shall not be subject to retaliation as a result of exercising any rights under this agreement.

4.4 Just Cause: No teacher will be disciplined, reprimanded, suspended, terminated or otherwise deprived of fringe benefits or contractual rights during the term of his/her contract without just cause. No teacher shall be demoted from continuing contract/professional services contract to annual contract nor be deprived of his/her contractual salary for the remainder of the contract year without just cause. No teacher will be relieved from a supplemental position during the term of that supplemental contract without just cause. Refer to 14.4-1 for discipline concerning supplemental positions. Any teacher terminated during the term of his/her contract shall be entitled to a fair hearing based on due process.

4.4-1 Progressive discipline shall be followed, except in cases where the course of conduct or the severity of the offense justifies otherwise. Unusual circumstances may justify suspension with pay. Progressive discipline shall be administered in the following steps: (1) verbal warning in a conference with the teacher. (A written confirmation of a verbal warning is not a written reprimand); (2) dated written reprimand following a conference; (3) suspension without pay for up to five days by the Superintendent and (4) termination.

4.4-2 This section shall not apply to newly employed instructional personnel who have a 97 day probationary period, during which time the employee's contract may be terminated without cause, or the employee may resign without breach of contract in accordance with Florida Statutes.

4.4-3 A teacher shall have the right to have present a member representative of the Association and/or the Association staff during any disciplinary or investigatory conference with said teacher conducted by the principal or other designated County school official regarding the teacher's infraction of rules or delinquency in the performance of his/her professional duties. Teachers shall be notified twenty-four (24) hours in advance of such conferences when possible. When the teacher requests such representation, no disciplinary action shall be taken until representation is present. If a teacher is called upon to assist in an investigation of a principal/immediate supervisor, which was initiated by administration, that teacher shall have the right to Association representation including staff.

4.5 Reports in Personnel File: Each teacher shall receive a copy of all evaluative, reprimanding, disciplinary, complimentary, and derogatory reports to be placed in his/her personnel files at the school, area, or district office. These reports shall be delivered in person, and the teacher shall sign to acknowledge receipt of them. Each teacher shall have the right to answer in writing to all evaluative, reprimanding, disciplinary, complimentary and derogatory reports. These answers shall be delivered in person and the immediate supervisor shall sign to acknowledge receipt of them. The responses then will be placed in the teacher's personnel file. The teacher and/or the Association, upon written authorization from the teacher, may review and reproduce the contents, at his/her expense, or any of same. The review shall be made in the presence of the administrator or his/her designee, responsible for the safekeeping of such file. The teacher may challenge, through the established grievance procedure, the maintenance of any document therein. At the written request of a teacher, any report in a teacher's personnel file (school, department, area, district) excluding assessments or observations, that may be considered or construed by the teacher and/or Association to be reprimanding, disciplinary or derogatory will be placed in an envelope and labeled "not relevant for disciplinary purposes" and returned to the personnel file. This would be done only after three consecutive years of no serious reprimands or problems on record.

4.5-1 Any record of disciplinary action or derogatory report which has been in the file longer than three years, or any reference in the file to an incident that occurred more than three years ago, may not be used as evidence or testimony against a teacher. Cases of disciplinary action which was the result of moral turpitude or a pattern of allegations of child endangerment that results in disciplinary action by the district or professional practice services are exempted from the three year moratorium.

4.5-2 In the event of a current, on-going criminal investigation, a public criminal history may be obtained and used in determining possible disciplinary action.

4.6 District Curriculum and Textbook Committees: Recommendations of curriculum and textbooks for the district shall be made by committees appointed by the Superintendent or his/her designee. Teachers in the appropriate grade level or subject area shall comprise at least 50% of each committee. Secondary Textbook Committees should include a Reading Specialist. Said Committees shall recommend up to three (3) books/series for each grade/subject appropriate to meet the varying instructional ability levels. The selections shall be recommended to the Superintendent for presentation to the Board for adoption.

4.6-1 Teachers shall be included in the procedure to determine textbook budget allocation and curriculum within each school.

4.7 Professional Dress: In as much as teachers are role models for students, each teacher shall maintain a neat, professional appearance appropriate for his/her specific teaching assignment.

4.8 Classroom Decorum: The Board and the Association agree that proper classroom decorum is essential to the learning process.

4.9 Teacher Responsibilities: It shall be the duty of the superintendent and his designees to see to it that the teachers are informed of all teacher responsibilities. It shall be the duty of the teacher to comply with such requirements. Among the duties and responsibilities for which teachers will be accountable to perform are as follows:

1. Teach efficiently and faithfully in the classroom or place of duty.
2. Use prescribed instructional materials and methods of instruction.
3. Punctual and accurate record keeping.
4. Fulfill the terms of any teaching contract unless released from the contract by the Board.
5. Conform to Board rules and regulations.

4.10 Use of Personal Property: Teachers shall not be required to provide/use personal property while carrying out their professional duties. A teacher shall have the right to appeal to the Board for payment for loss relating to personal property damaged beyond use or stolen (such personal property having been listed with the principal and not covered entirely by the teacher's insurance) while the teacher is acting in the performance of his/her teaching duties. Prior to appealing to the Board the request will be discussed with and investigated by the Superintendent or designee.

4.11 Faculty Funds: Personnel contributing to faculty funds shall yearly select a committee to manage the fund. An annual financial statement(s) of distribution of receipts from faculty funds and those vending machines used primarily by faculty members will be kept on file and made available to appropriate faculty members.

4.12 Teacher Orientation: The district employee handbook, the school faculty handbook which contains all local school policies and regulations, and any handbooks specific to assigned job tasks shall be updated annually and provided to each teacher prior to the start of classes. Said handbooks shall provide written direction to access school board information on the web.

4.13 Polk County School Board Policies: An updated version of Polk County School Board Policies shall be available in the media center of each school.

ARTICLE V-ASSOCIATION RIGHTS AND PRIVILEGES

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5.1 Right to Self-Organization: Employees shall have the right to self-organization for mutual protection, to form, join or assist the Association or to refrain from such activity, to bargain collectively through representatives of their own choosing.

5.1-1 The rights granted to the Association in this agreement shall be granted to the Association exclusively as the sole and exclusive bargaining agent and shall not be granted to any other employee organization seeking to represent employees in the bargaining unit except through the procedure as provided by law.

5.1-2 The Board agrees to grant leave to the president of the Association during his/her term of office.

5.2 Payroll Deductions: Upon appropriate written authorization from the employee, and as long as the Association is the recognized bargaining agent, the Board shall deduct Association membership dues from the employee's salary. Such authorization may be revoked by the employee with a thirty (30) day written notice to the Association and the Board. The Association agrees to provide the Board with a list of additions and deletions. The Board agrees to promptly disburse such dues collected at the end of each pay period.

5.2-1 Upon appropriate written authorization from the employee, the Board shall deduct for annuities, credit union, United Way, insurance or other plans or programs jointly approved by the Association and Board. The Board agrees to promptly disburse said sums.

5.3 Association Use of Board Facilities: The Association may use school buildings for special meetings with no rental charge. The Association must make arrangements with the principal/director with notification to the Board, show proof of liability insurance, and pay for custodial services.

5.3-1 The Board agrees to provide the Association a box at the district office mailroom for the collection of informational materials from the Superintendent and his staff as well as Board members and from worksites. Materials may also be distributed to the same through the mailroom. Further, it is agreed that the Association will be provided the use of the Board e-mail. Strict adherence to the Board's e-mail policy shall be followed. E-mail privileges may be rescinded with timely notice at the Superintendent's discretion. Copies of e-mails to 'all schools' distribution list will be exchanged between PEA and the Board.

5.4 Information Provided to Association: The Board, through the Director of Employee Relations shall provide, upon lawful request from the Association, information concerning school finance and budgeting and any additional information concerning the terms and articles of this contract. The Board agrees to make available to any employee or to the Association information available that is designated by statutes as public information.

5.4-1 The Board agrees to furnish to the Association upon requests, agendas, minutes and all supporting documents of Board meetings.

5.4-2 The Superintendent agrees to furnish to the Association all district memos sent to employees and memos concerning employee's conditions of work and/or employment.

5.4-3 The superintendent, when requested, shall provide the Association the following applicable information about employees employed subsequent to October 15, name, worksite, subject area or grade level, certification, ethnic group, salary step, or public record wage information, and home address.

5.4-4 The superintendent shall provide the Association with all reports stating racial, ethnic, and gender ratios of all staff members and student population in the district.

5.5 Monthly Meeting With Superintendent: The Superintendent or designee and the President of the Association or designee will meet on a regularly scheduled monthly basis to discuss the implementation or maintenance of this contract and/or matters of concern to either party. An agenda of general concerns to be discussed may be exchanged three days prior to the scheduled meeting to enable the parties to prepare for discussion.

5.6 Association Visits to Worksites: Association staff representatives will make prior arrangements with the principal/director or designee when planning to visit a school or worksite. The Association will provide the Director of Employee Relations the names, in writing, of staff representatives who are authorized by the Association to participate in such visits. Immediately upon arrival at the school or worksite, the representative shall report to the administrative offices and check-in following school visitation procedures. Such visitation shall in no way disrupt or interfere with the educational procedures, programs, or work processes. If access to an employee is denied, upon request reasons for denial will be given in writing to the employee and the Association.

5.7 Provision of Contracts to Association and Employees: The Board agrees to electronically provide the collective bargaining agreement for all employees and will electronically provide subsequent changes. The collective bargaining agreement will be posted on the PCSB website within 45 days of the Board's ratification. The Board will provide printed copies of the contract for employees upon request. Contract will be released for printing no more than twenty (20) days after School Board approves the agreement. Copies will be given to all new employees hired during the term of this contract. Copies and changes will be provided to the Association, at cost, to meet its needs.

5.8 Representation on District Committees: Committees assigned related to educational pedagogy shall include a minimum of two teachers appointed by the PEA President.

5.9 Communication: The Association Representative has the right of communication with members at each worksite, as long as it does not interfere with instructional time.

5.9-1 The Association shall have the right to use a bulletin board in each school. The decision as to which bulletin board to use will be made jointly by the principal/director and the building representative. The bulletin board shall be used for the purpose of posting materials related to the Association.

5.9-2 The Association may use employee mailboxes to distribute information to employees in the unit at the worksite.

5.9-3 The Association building representative shall be given an opportunity at the conclusion of each faculty meeting (before it is dismissed) to present brief reports and announcements.

5.9-4 Brief Association announcements may be made over the building communications system before or after the normal class schedule. The principal/director will receive prior notification.

5.10 Use of Building: With prior notice to the principal/director, Association members of that school may hold meetings in their school building before or after regular duty hours or after the student contact day. Assigned duties take priority over such meetings.

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Definitions:

- **Planning time** - Time directed by the employee to freely use to plan, consult with colleagues, call/meet with parents, and personal preparation is planning time.
- **Instructional time** - Time spent conducting activities that meet lesson plan, curriculum, AIP's or IEP's is instructional time.
- **Non-instructional duty** - Time spent supervising students in which no curriculum, lesson plan, AIP or IEP goals are met.
- **Student Contact time** - Time during which a teacher has direct responsibility for students; may include both instructional and non-instructional time.

6.1 Teacher Responsibility: The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that support personnel and volunteers shall be used to assist with and reduce teachers' non-instructional responsibilities. The Board and the Association agree that, in order to encourage the efficient use of time and to conserve paper, paperwork required of teachers should be kept to a minimum.

6.1-1 As a part of teachers' professional responsibilities, they are expected to attend such after school activities as: parent-teacher meetings, open house, graduation. The parties recognize that teachers have obligations outside their professional responsibilities and agree that schedules for such activities shall be provided no later than the last day of teacher pre-planning of each school year and that flex time be provided to those participating teachers by mutual agreement of the principal and teachers.

6.1-2 For all grading periods, scan sheets will be issued to the teachers one week prior to the due date. With the exception of the last grading period, scan sheets/electronic grades will be due at noon the second working day following the end of the grading period. For the last grading period, middle and high school scan sheets/electronic grades will be due at 8:00 a.m. on the first workday following the last student contact day. The exact due dates and time for scan sheets will be published within the school calendar.

6.1-3 If a teacher is required to utilize a specific software program in the execution of their job, that program must be available to them in their classroom. If software is unavailable appropriate hand written forms may be used.

6.1-4 Substitute teachers shall be employed, when available, for all absent teachers. The SEMS System (Substitute Employee Management System) shall be used to obtain substitutes. Substitute teachers shall be expected to perform all of the teacher duties normally performed by the regular teacher as determined by the building principal. Except in emergencies, classroom teachers will leave adequate written teaching plans for the substitute teachers so that the normal classroom activities may be carried out. A teacher may be requested, but not required, to substitute during his/her planning time for another teacher.

6.2 Teacher Workday: The workday for all teachers shall be no more than 7-3/4 hours except when mutually agreed upon by the faculty and the principal. Teachers' time shall be spent in the following areas: 1) Planning time, 2) Instructional time, and 3) Non-instructional duty. On non-student days there shall be a one (1) hour lunch break. Teacher school improvement/accountability activity days shall not be used for district contact purposes. This does not preclude voluntary participation by teachers should district

activities be scheduled on that day. On scheduled county contact days, thirty (30) minutes of travel time shall be allowed, each way, during the regular duty day if teachers are required to attend meetings at locations other than their regularly assigned schools.

6.2-1 Teachers assigned to Traviss and Ridge Technical Centers shall work a seven (7) hour day consisting of three hundred thirty (330) minutes per day of instructional contact time and three hundred (300) minutes per week of planning time.

Those employees who are under a teacher contract but do not have 330 student contact minutes per day shall work the regular 7-3/4 hour day.

6.2-2 Teachers at the Area Technical Centers in special programs (such as: State Licensure Programs, Less Than 5 Days, etc) shall work no more than a 35 hour week with no more than 1950 minutes of student contact time per week and no less than 150 minutes of planning time per week. In certain situations teachers in these programs may not have a duty free lunch.

6.2-3 Arrangements for classroom visits made during the prescribed teaching day shall be made by the teacher with the approval of the principal/immediate supervisor. Visits to a teacher's classroom by persons not connected with the Polk county school system shall be conducted only with the teacher's prior approval. Such access to public school classrooms shall not be unreasonably denied. Evaluative visits by school district office personnel shall be made with 24 hours prior notification to the teacher and principal/immediate supervisor, except in case of emergency. Teacher approval is not required for visits by the Education Practices Commission or for special open house visitation planned by the faculty and administration.

6.2-4 Communication systems shall not be used for assessment purposes, nor shall they be used for monitoring classroom activities without the teacher's permission. School wide use of public address systems shall be kept to a minimum during student contact times. Morning and afternoon announcements shall be at predetermined times.

6.2-5 When school is not in session, a teacher may be given access to his/her classroom by arranging such access through the principal.

6.2-6 The principal or immediate supervisor shall have authority to grant a teacher's request for variation from the regular school day schedule when circumstances necessitate such a procedure. When granted, such variation shall not result in loss of pay or accumulated leave days to the teacher.

6.3 Planning: All teachers are to be guaranteed 300 minutes of planning time a week. Planning time shall be used primarily for lesson/program planning, parent conferences, student conferences, and conferring with other faculty members. Recognizing that curriculum changes are inevitable throughout all areas of instruction, team/common planning may occur and is encouraged in order to meet the needs of the students. Teachers are responsible for the proper utilization of planning time.

6.3-1 Elementary school teachers shall have no less than three hundred (300) minutes per week of scheduled duty free planning time. This planning time shall include an uninterrupted, continuous block of time of no fewer than thirty (30) minutes per day. At least one hundred fifty (150) minutes of planning time will be during the student contact time. Elementary teachers shall stay with their students when the students are participating in regularly scheduled special classes only when there is no certified instructor available.

6.3-2 Middle school teachers shall have no less than three hundred (300) minutes per week of scheduled duty free planning time. This planning time shall include an uninterrupted, continuous block of time of no fewer than thirty (30) minutes per day. At least one hundred fifty (150) minutes of planning time will be during the student contact time. Middle school schedules should include time for teacher planning time for such concepts as team planning, back to back planning periods, parent conferences, student conferences, etc. In middle schools that elect to participate in a seven (7) or eight (8) period day, the normal teaching load will be six (6) classes per day. (Advisor/advisee instruction will count as a teaching period.) Teachers should not be involuntarily assigned a teaching schedule requiring more than three (3) preparations. In the event of such an assignment, the teacher may appeal the assignment. The appeal will be made to the school site curriculum committee and representatives of the affected department. If the issue is not resolved within five (5) working days it may be referred to the PEA president and the director of employee relations for further resolution. The entire appeal process shall not exceed fifteen (15) working days.

6.3-3 High school teachers shall have no fewer than three hundred (300) minutes per week of duty free planning time. Instructional time will be arranged according to the school's approved schedule and in accordance with Southern Association of Colleges and Schools (SACS) guidelines. Teachers should not be involuntarily assigned a teaching schedule requiring more than three (3) preparations. In the event of such an assignment, the teacher may appeal the assignment. The appeal will be made to the school site curriculum committee and representatives of the affected department. If the issue is not resolved within five (5) working days it may be referred to the PEA president and the director of employee relations for further resolution. The entire appeal process shall not exceed fifteen (15) working days.

6.3-4 Regular program and academic teachers at Traviss and Ridge Technical Centers shall have three hundred (300) minutes per week of planning time. Special program teachers who have no more than 1950 minutes of student contact time per week shall have no less than 150 minutes of planning time per week.

6.3-5 Teachers are to make arrangements with the principal or immediate supervisor prior to leaving school grounds during this planning time.

6.4 Non-instructional Duty: There shall be, insofar as possible, a fair and equitable distribution of non-instructional duties and responsibilities among all teachers and staff consistent with the law and School Board policies. No teacher will be required to work more than their contracted time. When a problem with planning or distribution of non-instructional duties and responsibilities becomes apparent, it shall be referred to the Safety, Maintenance and Non-Instructional Duties Committee.

6.4-1 Teachers shall have a duty free lunch period equivalent to that of the students. If the implementation arrangements, "e.g." re-assignment of paraeducators, changing of duty schedules, changing of teaching schedules of specialty teachers, etc. are not acceptable to a majority of the school faculty as determined by secret ballot vote, this provision shall not apply. Ballots will be counted by the principal/designee and teachers, to include PEA representation.

6.4-2 Except for regularly assigned duty, teachers shall not be responsible for students before or after regularly scheduled student contact hours.

6.5 In-service/faculty meetings: Valuable teacher training is accomplished through in-service programs. In-service time may be used as follows:

- (a) in-service activity for school-based personnel
- (b) faculty planning
- (c) faculty meetings
- (d) school self-study
- (e) inter or intra school articulation.

Scheduled school in-service days must relate to legislative mandates, school improvement, accountability activities, effective schools, or SACS accreditation. When school based in-service takes place during the regular duty day, teachers not participating shall use the time for planning, parent conferences, or other school related duties. Grant writers must adhere to the salary schedule (Appendix E, or in accordance with Article 22.18) when making budgets for teacher pay schedules.

6.5-1 Faculty Meetings: The principal shall specify a day for regular faculty meetings. Except in extenuating circumstances, the faculty meeting should be limited to the designated day, and teachers shall be given twenty-four (24) hours notice. Such meetings shall have an agenda, and shall be as brief and well planned as practical. A copy of minutes shall be kept and maintained in a designated, accessible place. Faculty meetings shall be conducted during the teacher duty day except in extenuating circumstances. Sales representatives will not be allowed access to the faculty prior to or during the faculty meeting.

6.6 Safe and Healthy Working Environment: The superintendent shall be responsible for determining unsafe and hazardous conditions under which teachers shall not be required to work. In the event of a bomb threat or fire, teachers shall evacuate the building with their students and shall not be required to return to the building until the building has been determined safe to use according to the provisions of the School Board adopted Polk County Public Schools Disaster and Emergency Preparedness Plan. A copy of this and the school's safety plan will be included in the school's Teacher Handbook and will be reviewed annually, before the start of classes, by the faculty and staff.

The Superintendent shall be responsible for determining that teachers are working in safe and non-health threatening environments. To that end the Board shall:

6.6-1 The Board shall provide and require the use of necessary safety equipment to comply with the State Board of Education regulations concerning teachers assigned subject areas where the teacher is subjected to inordinate safety or health hazards. Provide each middle school and high school science teacher a copy of the most recent edition of the Polk County Schools Laboratory Safety Standards and Hygiene Plan.

6.6-2 Maintain heating and air conditioning equipment, where available, to provide a comfortable and healthy environment when school is in session except in emergency situations.

6.6-3 Provide parking areas and walkways, which are hazard free and appropriately lighted for nighttime activities. Where unsafe conditions exist the teacher(s) affected shall notify the school's Safety, Maintenance, and Non-Instructional Duties Committee so that corrective action may be taken.

6.6-4 Provide custodial service to maintain classrooms and other learning areas in a clean and healthy condition. This determination shall be the responsibility of the principal or immediate supervisor. Bug spraying should be conducted after school hours. Teachers shall be informed at least two days in advance of such activity. (Bug spraying,

painting, major maintenance projects, etc). This provision shall not apply to emergency situations.

6.7 School Based Committees: In order to provide an efficient school operation and climate of collaboration certain school-based committees shall be established to include, but not limited to the following list.

6.7-1 Curriculum Committee

Duties: 1) Evaluate curriculum to insure compliance with appropriate Florida Sunshine State Standards for that school level. 2) Evaluate proposed changes to the curriculum to insure the continued compliance with the State Standards and to meet specific learning needs (see Article 4.6-1). 3) Participate in the determination of textbook budget allocation (see Article 4.6-1). Textbook purchase for ESE students will be provided through categorical textbook funding at each school. 4) Where applicable, annually reviews the School's Curriculum guide and makes appropriate updates. 5) Hear appeals (as indicated in 6.3) related to the assignment of more than three (3) preparations. 6) Work with the principal in determining the need for and the nature of any school based in-service programs, and make recommendations to the Administration regarding curriculum, school improvement and training. 7) The grade/department/team will meet to make recommendations to the principal in determining grade/department/team chairpersons. Make recommendations on the expenditure of funds allocated for materials and supplies. **NOTE:** ESE materials money will be designated at each school as part of the school budget. ESE teachers at each school should have input as to the expenditure of these funds. Teachers from other departments or grade levels may appeal to the ESE department for a portion of those funds to be used for materials provided to ESE students in regular classrooms. Recommendations are submitted to the principal/director for approval.

6.7-3 Safety, Maintenance and Non-Instructional Duties Committee:

A. Duties: 1) Develop and recommend a school safety plan; 2) Review and support the Polk County Public Schools disaster and Emergency Preparedness Plan. 3) Annually survey the school facility, staff and faculty to identify maintenance needs. Provide regular input on the maintenance of buildings, grounds, parking areas and heating and air conditioning systems. Make recommendations to the principal. 4) Survey non-instructional duty needs and make recommendations appropriate within the organizational framework and without adversely affecting the educational process and student control.

B. Membership: Consideration should be given to the inclusion of: the designated Health contact, the designated safety contact, a member of the food service and custodial staff, a representative from the science department if a middle or high school and a guidance counselor as appropriate.

6.7-4 Student Concerns Committee

Duties: Discuss and make recommendations to the principal regarding new student orientation, student discipline, student attendance, and student recognitions. The orientation program for new/transfer students will be completed prior to entering the classroom. Instructional time shall not be interrupted for clerical duties except in cases where expediency is a necessity. New/transfer students will be admitted to the classroom with the least amount of disruption.

Committees will be appointed by the principal/supervisor and will include the following:

Elementary School – One teacher from each grade level, ESE and Specialty classes, principal or designee.(One committee member must be a PEA member).

Middle School – One teacher per team, ESE and Specialty classes, principal or designee.(One committee member must be a PEA member).

High School – One teacher per department (Academic Core, Electives, ESE, Specialty classes, vocational), principal or designee.(One committee member must be a PEA member).

Committees shall meet a minimum of four (4) times per year. Minutes shall be taken and made available to all staff members. All committee meeting agendas shall support the District's Strategic Plan and each respective School's Improvement Plan (SIP). Other parties may be invited to participate in meetings as needed.

6.8 Teachers may attend regular season sports events free of charge at their home schools. This provision does not apply to State sanctioned sports playoffs and tournaments.

ARTICLE VII – CURRICULUM AND INSTRUCTION

7.1 The Board and the Association recognize the importance of adequate teaching reference materials and adequate and appropriate instructional materials and equipment in maintaining a high level of professional performance in the educational process.

7.1-1 The materials and services of a teacher reference library shall be available to all teachers in each school and/or in the district.

7.1-2 The Board shall make every reasonable effort to maintain appropriate instructional materials (printed and AV), necessary equipment and supplies and suitable testing materials in all district schools. Every reasonable effort will be made to have basic educational supplies and materials available for the opening of school.

7.1-3 Designated duplicating and/or copying facilities shall be available for direct use by instructional personnel. Mechanical failure shall not constitute violation of this provision. At no time shall students be allowed to handle test materials submitted for duplication.

7.1-4 The Board shall provide a program of school library media services for all public school students in the District. Such libraries will provide reference materials and facilities to supplement and complement the required curriculum as long as the students are in attendance. However, the services of the media specialist shall be curtailed no more than five (5) days prior to the end of the student school year.

7.1-5 Regularly scheduled classes, such as music, art, computer labs, physical education and guidance will be provided as long as students are in attendance, unless exceptional circumstances are approved by the superintendent.

7.2 Intra-school and inter-school visitation and observation are recognized as techniques for improving teacher effectiveness. A teacher must have the approval of his/her principal or immediate supervisor in order to participate.

7.3 The Association shall have appropriate representation on the elementary, middle and high school curriculum Committees. (See Article V, Section 5.8)

7.3-1 When committees are established by the superintendent to make recommendations regarding curriculum, the names of the committee members, shall be published in the Administrative Bulletin upon appointment.

ARTICLE VIII - STAFFING PLAN

8.1 The Board and the Association agree that optimum class size is an important aspect of the effective educational program. The Polk County School Staffing Plan shall be constructed each year according to the procedures set forth in Board Policy and, upon adoption, shall become Board Policy.

8.1-1 The Board agrees that the Association may appoint four members to the Superintendent's School Staffing Committee to include at least one representative from elementary, middle, & high school.

ARTICLE IX - PARAEDUCATORS

9.1 The Board shall determine the need for paraeducators to be employed each year after a recommendation by the superintendent. The superintendent will allocate such paraeducators to each area in accordance with the Staffing Plan as adopted by the Board.

9.2 Schedules of paraeducators assigned to teachers shall be worked out jointly by the teacher and principal, with the final decision made by the principal.

9.3 A teacher who has a regularly assigned paraeducator shall direct the activities of the paraeducator within the written guidelines as set jointly by the teacher and administrator in charge. That teacher shall be provided a copy of the duties of paraeducators as stated in the Paraeducator Collective Bargaining Agreement.

9.4 Paraeducators may be used to perform services for the school's administrative office in extenuating circumstances.

9.5 Paraeducators regularly assigned to teachers may be reassigned to temporary duties in accordance with their collective bargaining agreement.

9.6 The paraeducator collective bargaining agreement supercedes all other collective bargaining agreement language relating to paraeducators.

ARTICLE X—TEACHER AUTHORITY AND PROTECTION

10.1 The teacher shall observe all rules to maintain student discipline and shall have the right to take whatever action he/she feels necessary to maintain student discipline within the bounds of the Board policies, state statutes, and local school policies. The Board shall give support and/or assistance to any teacher acting in line of duty with respect to maintenance of control of discipline in the classroom or any other school activity.

10.2 Whenever it appears to the classroom teacher that a student and/or students require the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, notification shall be submitted in writing to the administration. The administration shall respond in writing as to the disposition of the action taken.

10.3 A teacher may use such force as necessary in protection from attack or to prevent injury to students and/or school personnel.

10.4 The Board and the Association agree that proper classroom decorum is essential to the learning process. Teachers, in the performance of their duties, shall not be expected to tolerate harassment, abusive language, upbraiding, insults or interference by a parent or any other person.

10.4-1 When an offense, persistent misbehavior, or the disruptive effect of misbehavior makes the continued presence of a student(s) in the classroom intolerable, the student(s) may be referred by the teacher to the principal or his/her designee for appropriate disciplinary action. In such case, an account of the problem or incident will be submitted in writing by the teacher to the principal or his/her designee. The principal or his/her designee shall respond to the referral, in writing, as to the disposition of the case.

10.4-2 In cases when the disruptive effect of the student's behavior is so extreme as to preclude the instructional process, the teacher shall indicate on the referral the need to remove the child temporarily from the classroom until such time as the student, teacher and principal or other appropriate authority resolves the situation.

10.4-3 A teacher has the authority to remove a student from the classroom pursuant to Florida Statute 1003.32.

10.5 Individual records shall be maintained on student discipline in a separate file and shall be made available by the principal or his/her designee, to any teacher who has responsibility for that student and who requests such information.

10.6 Any case of assault or threat upon a teacher in the proper performance of his/her duties shall be promptly reported to the principal or immediate supervisor. Appropriate administrative action shall be taken in accordance with the Code of Conduct, Polk County School Board policy, and Florida Statute. In such case, the superintendent or his designee shall secure appropriate legal assistance for the teacher. Teachers who may be involved in such cases shall not lose regular salary for any time lost from their duties when their presence is required before a judicial body. In case of disability, the Board agrees to continue his/her contractual salary until workmen's compensation begins. The Board agrees to follow the provisions of the Florida Statute 1012.63 in regard to illness in line of duty leave.

10.7 Except for required confidential references, all material placed in the teacher's file and originating within the school district, shall be available to the teacher at his/her request for inspection. Except for required confidential references, material originating within the school district, which is derogatory to a teacher's conduct, service, character, or personality, shall not be placed in the teacher's file unless the teacher has had an opportunity to read it and receive a copy. The teacher shall acknowledge that he/she has read such materials and received a copy by affixing his/her signature to the actual copy to be filed. Such signature in no way indicates agreement with the content of such material.

10.7-1 When statements are made against a teacher no written copies or related materials will be placed in the teacher's individual file nor any disciplinary action taken against a teacher until the matter is discussed with the teacher and the teacher has received a copy. If the principal finds that the statements or accusations are false, no record shall be maintained. Before disciplinary action is taken, the teacher shall be made aware of the person who is making the accusation and that teacher, at the discretion of the principal, shall be given opportunity to confront the accuser. The teacher may respond in writing to such complaints and have the same placed in his/her personnel file.

10.8 In the event of any complaint or suit filed against a teacher as a result of any action taken by the teacher while acting within the scope of his/her employment, the Board shall provide legal assistance.

10.9 The Board shall issue to each school a copy of its policies concerning student records and to each teacher a copy of the School Discipline Code of Conduct no later than the first week that teachers report for duty.

10.10 The teacher shall determine grades of students using the guidelines of Board policy. Teachers shall maintain documentation for each student's grades at all times. Changes in student's grades may be made by the principal to correct the grades only when the need for such change can be justified as a result of an error in computation, transposing and/or recording of grades, or incomplete documentation. Teachers shall be notified of such changes.

ARTICLE XI - ACADEMIC FREEDOM

11.1 Teachers shall have all reasonable freedom within the limitations imposed by law, the State Board of Education Regulations, and the School Board policies and regulations, in the development and implementation of the curriculum, including the right to select useful and relevant materials and determine the class needs as they relate to the curriculum. However, this does not exclude the right and obligation of the principal or supervisor to reasonably question, consult with the teacher about same, and direct, whenever necessary, within limitations imposed by law, State Board of Education Regulations, and School Board policies and regulations.

11.2 Teachers shall be entitled to freedom of discussion without censorship within the classroom on all matters, which are relevant to the subject matter and level of the students and within their area of professional competence and assignment.

11.3 Teachers shall notify the administration when they intend to inject or have had injected into units subject matter which might reasonably be anticipated to be controversial.

ARTICLE XII - POLITICAL ACTIVITY

12.1 All teachers shall have freedom of political action to work for the party and candidates of their choice during off-duty hours, provided such action is within the laws of the United States of America and the state of Florida.

12.2 Political domination or coercion shall not be used to exact money or other things of value or required participation in political activity against the wishes of teachers under the threat that failure to do so shall affect their status as employees of the school system.

ARTICLE XIII - GENERAL EMPLOYMENT PRACTICES

13.1 As the Board is a fair and equal opportunity employer, marital status, race, creed, religion, sex, age, national origin or number of years teaching experience shall not be made a condition of employment. The Board and the superintendent shall continue to implement and review their Affirmative Action Program designed to prohibit discriminatory practices, provide encouragement for applications from minority groups and women, and maintain the principle of employing a competent staff member to fill each vacancy. The Association will be advised of any proposed changes in the Affirmative Action Program and through the personnel office may make suggestions for improving the plan.

13.2 The Board may require a physical and/or psychiatric examination by a physician and/or psychiatrist licensed in Florida when, in its judgment, such an examination is relevant to teaching performance or employment status. The selection of the physician and/or psychiatrist shall be made by the teacher involved from a current list of three practicing physicians and/or psychiatrists named by the Board and the Board shall pay all costs incurred in the examination. Physical examination forms shall be available from the personnel office.

13.3 Teachers shall self-report within 48 hours to the Director of Employee Relations/Designee any arrest/charges involving the abuse of a child or the sale and/or possession of a controlled substance. Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, teachers shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within 48 hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of Florida Statutes.

13.4 Any teacher employed to fill a temporary vacancy (more than fifty (50) days) must hold at least a bachelor's degree from a recognized institution and be working toward providing documentation to satisfy subject matter competency. Such teachers shall be placed at the appropriate step of the regular teachers' salary schedule and shall be considered a part of the bargaining unit.

13.5 Assignments for summer school or evening adult school shall be made with preference given to fully certified teachers. If all applicants are fully certified in the subject area then the choice will be based on the following: seniority, educational

qualifications, efficiency, and capacity to meet the educational needs of the program. Summer school teachers shall be employed for no fewer than three (3) hours daily.

13.6 Any teacher willfully absent from duty without leave shall forfeit compensation for the time of such absence and be subject to discharge and forfeiture of tenure and other rights and privileges as provided by law. When an employee fails to obtain prior approval for absence from work or fails to notify his/her immediate supervisor of his/her need to be absent and is absent for three consecutive workdays, the employee shall be considered to have abandoned his/her position and resigned as an employee of the Board. Special consideration will be given in case of emergencies.

13.7 If a teacher fails to return to duty at the termination of a leave, his/her employment shall be subject to review and possible cancellation by the superintendent or the Board.

13.8 Any teacher hired to take the place of a teacher on leave of absence shall be informed in writing, in person, by the principal that he/she has been hired only for the time until the teacher on leave returns. Said hired teacher shall sign the letter as a receipt.

13.9 The Board will not contract or subcontract any teaching work for the purpose of laying off employees in the bargaining unit.

ARTICLE XIV - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

14.1 Any teacher who meets the following requirements on or before September 1 of the fiscal year shall be issued a professional service contract:

14.1-1 Holds a regular or professional certificate as defined by State Board Regulations and as prescribed by Statute 1012.33. If all course work and all other requirements for a regular or professional certificate have been completed and an application for the certificate is filed with the Department of Education postmarked not later than midnight, September 1, and such regular or professional certificate is subsequently issued with an effective date of July 1 of that school fiscal year, the applicant shall be deemed to hold such certificate as of September 1 of the school fiscal year in which the certificate becomes effective.

14.1-2 Has rendered three (3) years of probationary service during a period of five successive years in the district. One (1) year shall be in the Professional Education Competence Program where required as prescribed by Florida Statute 1012.56. The teacher must have been recommended by the superintendent for such contract and reappointed by the school board based on successful performance of duties and demonstration of professional competence. Teachers not so recommended shall be given reasons in writing, if they so request. The superintendent may recommend and the School Board may issue a professional service contract to a teacher after one full year of service in the district if a teacher had previously held a continuing contract or professional service contract in the state of Florida or within this district. Any employee who holds a continuing contract may, but is not required to, exchange such continuing contract for a professional service contract in the same district. An employee who has continuing contract status prior to July 1, 1984, shall be entitled to retain such contract and all rights arising therefrom in accordance with existing laws, rules of the State Board of Education, or any laws repealed by this act, unless the employee voluntarily relinquishes his continuing contract.

14.1-3 Has successfully completed three (3) years out of five (5) successive years in Polk County in which said personnel has been transferred and/ or displaced due to loss of unit and would have been recommended for rehiring if a position were available. Said teacher shall be recommended by the hiring principal for professional service contract.

14.2 A professional service contract shall be renewed each year unless the superintendent, after receiving the recommendations required by s.1012.34, charges the employee with unsatisfactory performance as determined under the provisions of s.1012.34.

14.3 The Board shall hire for full-time positions only teachers eligible to receive a certificate based on a bachelor's degree or higher; or for non-degreed vocational teachers, a certificate based on the equivalent of a bachelor's degree or higher.

14.4 Summer school, evening adult school and supplemental pay assignments shall be voluntary.

14.4-1 Open supplemental positions as shown in Appendix D must be advertised for five (5) working days.

Teachers interested in a supplemental position at their school/worksite will notify their principal/director of their interest on the intent to return letter for consideration of future vacancies.

Vacancies for supplemental positions must be advertised within the school where the vacancy occurs to all employees for five (5) working days.

If at the end of the five (5) day school/worksite posting, the position is not filled it will be advertised externally on the District's web page (www.polk-fl.net) for employees and non-school employees.

All persons who receive supplemental pay will be evaluated yearly concerning their duties in that position. Such evaluation will in no way impact or become a part of the district employee's regular duty evaluation.

Discipline of district employees related to supplemental positions will follow standard progressive discipline procedures.

Dismissal from an annual supplemental position during the school year or if a sport, during that sport season will be for just cause.

Removal of a district employee from a supplemental position could result in disciplinary action on the employee's regular employment with the district.

14.4-2 Recognizing that the welfare and needs of students have always been the priority in optimizing supplemental programs (Appendix D), principals or program directors shall determine assignments considering seniority (defined as experience in the supplemental area or related experience), efficiency, and capacity to meet the needs of the program for all qualified applicants.

14.5 Extra period assignments are instructional assignments. The Board and Association agree that classroom assignments for extra periods must be made with the welfare and needs of the students as priorities. Realizing that principals are responsible for delegating assignments, these assignments shall be made with preference given to fully certified teachers. If there are more applicants than positions available, the principal shall determine assignments based on seniority, efficiency, and capacity to meet the needs of the program (this includes the needs of the students.)

14.6 Where the student population reflects the need for bilingual teachers, the superintendent shall attempt to find and recommend, and the Board shall employ such teachers who are bilingual and trained to assist students in English and the primary language spoken by the student.

14.7 All teachers shall be given written notice of their tentative teaching assignment for the first semester of the following year no later than the last student contact day of the current school year. If there is a change in the tentative teaching assignment, the teacher shall be notified as soon as possible. Teachers shall be given written notice of a change in assignment for the second semester no later than the last student contact day of the first semester, except in cases of emergency.

14.8 Every reasonable effort shall be made to have teachers teaching within their field of certification.

14.8-1 A continuing contract or professional services contract teacher, voluntarily or involuntarily assigned for one (1) year or less to a position outside the scope of the teacher's certification, will be required to earn six (6) semester hours toward certification in the out-of-field assignment during the twelve months following the date of initial assignment. Failure to do so would make the teacher ineligible to be placed in an out-of-field assignment in the future. (Rule 6A-1.0503(3)(b) FAC)

14.8-2 Annual contract teachers, who are assigned voluntarily or involuntarily to teach in a program and/or subject area not in the scope of his/her teaching certificate and who complies with 14.8-1 of this document may be granted a professional service contract provided the teacher has successfully performed his/her duties and has demonstrated professional competence in the program and/or subject area.

14.8-3 An annual contract teacher who asks for an out-of-field position on the promise to show evidence of taking six (6) hours toward certification will not be placed on the displaced list nor re-appointed to an out-of-field assignment, and the annual contract will expire if he/she fails to show evidence of taking six (6) hours toward certification. Such agreement shall be in writing and signed by both parties at the time of employment/assignment.

14.8-4 Teachers who are currently employed by the School Board and who obtain additional certification(s) will be given first consideration for placement prior to the hiring of new employees.

14.9 The Professional Education Competence Program shall be maintained as adopted by the School Board.

14.9-1 A copy of all local school policies and regulations shall be given to each new teacher.

14.9-2 A teacher participating in the Professional Education Competence Program shall be a member of the bargaining unit with the same rights as any other first year teacher, and shall receive full pay, according to the district's adopted salary schedule.

14.9-3 Observation and evaluation/assessment for the beginning teacher shall be done and records kept in the teacher's permanent file.

14.9-4 In the Professional Education Competence Program, service as a Peer Teacher shall be voluntary.

14.9-5 Peer Teachers' qualifications and responsibilities shall be those enumerated in the Professional Education Competence Program. The Peer Teacher shall not be responsible for official evaluation/assessment of any teacher.

14.9-6 Peer Teachers must document completion of enumerated duties and qualifications prior to receiving payment as listed in Appendix D.

ARTICLE XV - TEACHER ASSESSMENT

15.1 The superintendent shall establish procedures for assessing the performance of duties and responsibilities of all teachers. The assessment forms and procedures to be used will be those which are recommended by the superintendent and adopted by the School Board. Such assessment procedure shall comply with all requirements as set forth in Florida Statute 1012.34.

15.2 Continuing contract and professional service contract teachers will be assessed annually according to the essential performance criteria described in the School Board adopted Teacher Assessment Handbook. This assessment will take place prior to the time reappointments are due to the School Board by a designated assessor.

15.2-1 The assessor shall be either the principal/immediate supervisor or, with notification to the superintendent, an assistant principal designated by the principal. If a teacher so requests, he/she shall be evaluated by his/her principal.

15.3 Teachers in the Professional Education Competence Program shall be assessed according to the requirements of Florida Statute 1012.56 and The Florida Performance Measurement System as outlined in the School Board adopted Teacher Assessment Handbook.

15.4 The process of assessing teachers will be ongoing during the school year. Teachers will be fully informed of the criteria and procedures associated with the assessment process as outlined in the assessment handbook. All procedures and timelines, as outlined in the handbook, shall be followed.

15.5 A written report of each assessment will be made and a copy of the written report will be given to the teacher. The written report will be discussed by the assessor and the teacher.

15.6 Teachers have the right to make a written response to the assessment and have it put in their personnel files.

15.7 In the event a teacher is assessed as not meeting one or more of the essential performance criteria, the assessor will provide a written plan for improvement and time to accomplish the improvement.

15.8 The immediate supervisor of the teacher will forward the assessment report to the superintendent for the purpose of reappointment.

15.9 Personnel in positions other than classroom teachers, as listed in Article I will be assessed using the appropriate assessment/procedure forms.

15.10 Any committee created to develop, review, or change assessment form(s) called for in Article XV shall include a representative from elementary, middle school, high school, and alternative education.

ARTICLE XVI - TEACHER DISMISSAL PROCEDURE

16.1 The following procedure will be used to help continuing contract teachers correct deficiencies prior to the implementation of the formal NEAT Procedure.

16.1-1 NOTICE - written notice to the individual that deficiencies exist which, if not corrected, could lead to the implementation of the formal NEAT Procedure.

16.1-2 EXPLANATION-Full and complete explanation of deficiencies and suggested corrections.

16.1-3 ASSISTANCE-Administrative and supervisory assistance offered and provided.

16.1-4 TIME-Reasonable time provided for correction of deficiencies.

16.2 DEFINITION OF INCOMPETENCY - Incompetence is defined as the inability or lack of fitness to discharge the required duties as a result of inefficiency or incapacity.

16.3 The formal **NEAT PROCEDURE** will be initiated only after consultation and suggestions for improvement by the immediate supervisor have failed to help the teacher improve.

16.3-1 NOTICE AND EXPLANATION: The principal will inform the teacher in writing that the evaluation and assistance procedure is being initiated. This letter will include the listing of the area or areas of weakness, which, if not improved, may result in dismissal. The immediate supervisor will send copies of this correspondence to the superintendent, area assistant superintendent, chairman of the Board, and the Association.

16.3-2 ASSISTANCE BY ADMINISTRATOR and explanation:

A. The superintendent will assign an administrator with knowledge in the subject area to develop a planned program of improvement for the teacher. This should be done as soon as practical after receiving the letter from the immediate supervisor.

B. The assigned administrator, in cooperation with the immediate supervisor and the teacher, will begin to develop a planned program for improvement as soon as practical after being notified of the assignment.

1) The administrator shall observe the teacher in the classroom not fewer than 55 consecutive minutes or one full class period prior to the development of a planned program.

2) The administrator shall discuss the observation and the program for improvement with the teacher at the time it is presented to the teacher. The administrator and the teacher shall sign the report. Copies of this observation report and the plan for improvement shall also be submitted to the principal, the superintendent, and area assistant superintendent.

3) The administrator shall make a second classroom observation within 30 workdays after the planned program was presented to the teacher. The report of this observation, including noted improvement in the areas of weakness listed by the principal, will be discussed with the teacher. The administrator and the teacher will sign the report. Copies of this report will be submitted to the teacher, principal, area assistant superintendent, and superintendent.

16.3-3 ASSISTANCE BY EXPERTS: The superintendent shall also appoint three experts, who shall be experienced teachers in the same field as the teacher being evaluated, to observe the teacher and make suggestions for improvement. The three experts shall conduct their investigation within 14 workdays after their appointment and without contact with one another.

(A) Each expert will observe the teacher in the performance of his/her teaching duties for not less than two (2) class teaching periods or at least 90 minutes.

(B) Each expert shall submit a written report of his/her individual observations with recommendations for improvement to the teacher with copies of the report to the administrator and the immediate supervisor.

(C) Each expert shall conduct a second observation of the teacher in the performance of his/her teaching duties of at least two (2) periods or 90 minutes, and between 25 and 35 workdays after the first observation. The expert shall make a final written report of his/her observations, noting improvement or lack of improvement. Copies of this report will go to the teacher, immediate supervisor, and the administrator.

(D) After the experts have made their second observation, the administrator will make a third observation and report as to the teacher's improvement. The administrator will discuss this observation report with the teacher and the principal. This report will be signed by the administrator, teacher, and principal. Copies will be submitted to the teacher, principal, Area Assistant Superintendent and Superintendent.

(E) All observation reports shall become a part of the teacher's personnel file.

(F) Experts, serving as observers, shall be given adequate release time from their regular duties to conduct the observations of the teacher in the performance of his/her teaching duties.

16.3-4 TIME FOR DECISION: As soon as possible after sixty (60) workdays from the day the planned program was discussed with the teacher, but not later than ninety (90) workdays, a decision will be made.

(A) The immediate supervisor shall meet with the teacher and administrator to review and discuss all the observations and evaluations.

(B) The teacher may request anyone of his/her choice to be present at this meeting.

(C) Within fourteen (14) days following this meeting, the immediate supervisor shall make his/her written recommendations as to the competency or incompetence of the teacher. The teacher shall sign this recommendation and retain a copy. Copies of this recommendation shall be sent to the area assistant superintendent, administrator, superintendent and the Association.

16.4 PROFESSIONAL SERVICES CONTRACT TEACHERS

16.4-1 A teacher holding a Professional Service Contract who is not performing his or her duties in a satisfactory manner based on the teacher's assessment instrument shall be notified by their evaluator in writing of such determination. The notice must describe such unsatisfactory performance and include the notice of the procedural requirements as listed in § 1012.34 of Florida Statutes.

16.4-2 Upon delivery of a notice of unsatisfactory performance, the evaluator must confer with the employee, make recommendations with respect to specific areas of unsatisfactory performance in writing, and provide assistance in helping to correct deficiencies within a prescribed period of time.

16.4-3 The employee shall be placed on performance probation and governed by the provision of Florida Statute § 1012.34 for 90 calendar days from the receipt of the notice of unsatisfactory performance to demonstrate corrective action. School holidays and school vacation periods are not counted when calculating the 90 calendar day period. During the 90 calendar days, the employee must be observed a minimum of three times and apprised of progress achieved in writing and must be provided assistance and in-service training opportunities to help correct the noted performance deficiencies.

16.4-4 Within 14 days after the close of the 90 calendar days, the evaluator must assess whether the performance deficiencies have been corrected and forward a recommendation to the superintendent. Within 14 days after receiving the evaluator's recommendation, the superintendent must notify the employee in writing whether the performance deficiencies have been satisfactorily corrected and whether the superintendent will recommend that the school board continue or terminate his or her employment contract. If the employee wishes to contest the superintendent's recommendation, the employee must, within 15 days after receipt of the superintendent's recommendation, submit a written request for a hearing as provided in § 1012.34 of Florida Statutes.

16.5 MISCELLANEOUS PROVISIONS

16.5-1 When illness or other incapacity of the teacher or observer prevents the completion of the observation on schedule, the time limits shall be extended to such time as the teacher or observer can be present for the observation.

16.5-2 This procedure does not prohibit immediate suspension and subsequent dismissal for just cause as outlined in Florida Statutes § 1012.79 or the use of the Florida Education Practices Commission procedures.

16.5-3 The immediate supervisor may drop this evaluative procedure at the conclusion of any step in the procedure if he/she determines that it is no longer necessary. The teacher will be notified in writing of this decision and any further recommendations.

16.5-4 This procedure shall not be utilized in cases of physical or emotional incapacity to discharge the required duties of a teacher.

ARTICLE XVII - TRANSFERS AND CHANGES IN ASSIGNMENT

17.1 A transfer is a change in teaching position from one work location to another. A transfer is also any change which would cause a teacher to teach any part of the day at a different school from his/her initial school assignment. A change of assignment is from one subject area or department to another or from one grade to another.

17.2 Principals shall keep their faculties informed as to vacant positions in their schools by posting such vacancies at the teacher sign-in location. Teachers who would like to change from grade and/or subject assignment within a school shall file a written statement of such desire with the principal. The principal shall consider all such requests and make a decision as to the change based on the teacher's qualification, certification, and educational program of the school. The principal will give written notification of his/her decision to each teacher who has filed a written request.

17.3 All changes in assignment should be voluntary; however, the principal may make changes in teacher assignments at his/her own discretion when he/she deems it to be in the best interest of students, faculty, and educational program of the school. When such assignments occur, if requested, the reason(s) for the assignment shall be given in writing. This will in no way limit the principal's discretion in making such assignments. However, in making a reassignment the teacher shall be certified and/or qualified for the reassigned position and such reassignments shall not be used as a punitive measure. Any teacher being involuntarily reassigned shall not be deprived of his/her contractual salary for the remainder of the contract year.

17.4 Request for Transfer: A teacher's request for transfer from one school to another shall be made on a form (Appendix B) provided by the district personnel office. The transfer request (i.e. voluntary, energy) will be given to the building principal who will forward it to the superintendent's office. The personnel office will prepare a master list of all teachers seeking transfers and distribute this list with the teachers' preferences to all principals and the Association for their review and consideration. Placement on the list does not guarantee a transfer. It is the responsibility of the teacher to notify the principals where vacancies exist in order to be considered for the vacancy. A transfer will not be considered unless the teacher is fully certified for such vacancy. The principal, when making his/her decision, shall consider each teacher requesting transfer as to his/her experience, general background and preparation, competence and commuting distance (Energy Transfer).

17.5 Transfer During School Term: Teachers may request to be transferred during the school year when there are vacancies for which the teacher is qualified. If the transfer is to become effective after the start of the school year a qualified replacement must be secured before the transfer can be made. Such request must go through his/her building principal, with copies to the receiving principal or immediate supervisor and the personnel office. The transfer of a teacher shall be made upon an agreement among the teacher and both principals/immediate supervisors involved, as soon as feasible and subject to approval by the Board.

17.6 A current list of vacant positions will be maintained by the personnel office. This list shall be posted near the teacher sign-in sheet at each work location. All vacancies will be advertised for a minimum of five workdays. The superintendent or his/her designee shall list all teacher vacancies on the District's web page (www.polk-fl.net), indicating the subject area or grade level of the vacancy, the date the vacancy will occur, and the school in which the vacancy exists. A vacancy shall be deemed to exist when a full-time employee is sought to fill a full-time position, after worksite re-assignments have been completed, if applicable.

17.6-1 Candidates interviewed for positions will be notified in writing when the position has been filled.

17.7-1 Involuntary Transfer: The Board and the Association recognize that it may be necessary to transfer a teacher or teachers involuntarily. Such transfers will only be made for the following reasons:

- 1) Loss of units;
- 2) Providing for a racially balanced school staff;
- 3) Dividing a school faculty to form a new school;
- 4) Phasing out a program or grade level;
- 5) Changing a program;
- 6) Closing a school;
- 7) Providing for a comparability of schools for Federal program;
- 8) Placing a teacher who has been teaching out of field of certification into his/her field of certification;
- 9) Comply with a court order;
- 10) Redistricting of schools.

17.7-2 In unusual and special circumstances the superintendent may recommend to the Board that a teacher be transferred from one position to another specific position for good and sufficient reasons. Any teacher being transferred under this section may receive written reasons for the transfer, if so requested by the teacher. Such transfers shall not become effective until approved by the Board.

17.7-3 The involuntary transfer procedure will apply only to continuing contract teachers, professional services contract teachers, and annual contract teachers during the term of their contracts. When teachers are placed on the involuntary transfer list, it is their responsibility to provide the personnel office with a current/temporary address and phone number.

17.7-4 When transfers become necessary, no new teacher will be placed to fill positions for which teachers being involuntarily transferred are certified and/or qualified until the teachers have been offered these teaching positions.

17.7-5 Involuntary transfers that are necessary because of complying with a court order or moving teachers into their field of certification will be done by the Board after a recommendation by the superintendent. In any transfer (involuntary or voluntary) the racial balancing of a faculty to comply with court orders will take precedence over seniority when determining teachers to be transferred.

17.7-6 When transfers become necessary as a result of reasons 1 thru 10 in 17.7-1, the superintendent or his designee shall determine the subject areas and the schools that will be affected and notify the Association of same. Subject areas for high schools (9 thru 12) and middle schools (6 thru 8) will include english, social studies, science, math, etc., and for elementary schools subject areas will mean grades pre-K, K thru 5, and grade 6 if included in elementary school, physical education, music, exceptional student education, guidance, media, reading, art, etc. Before involuntary transfers are made, the principal or immediate supervisor will make available to all teachers in the designated subject area a list of all vacant teaching positions in the district and then ask for volunteers. The volunteer will then be transferred if he/she is certified for the chosen position. If there are more volunteers than needed to reduce the units in that school, the volunteering teacher(s) with the most seniority in the district (as defined in 19.2) shall have the first choice of any vacancy for which he/she is certified to teach until the number of transfers equals the number of units lost.

17.7-7 If there are not enough volunteers from the teachers in the designated subject area, then involuntary transfers shall be made, and the teacher certified in the designated subject area/grade level in that school with the least seniority in the district (as defined in 19.2) will be transferred.

17.7-8 When a group of teachers is involuntarily transferred as a result of reasons 1 thru 10 in 17.7-1, the personnel office will provide each transferring teacher and the Association with a list of vacancies in the county at the time, and the teachers may apply and will be considered for any position for which they are certified. If these teachers are not chosen for the position for which they applied, then the superintendent will place them in a position for which they are certified and qualified.

17.8 Any Continuing Contract/Professional Services Contract teacher whose position is eliminated shall be assigned to a position for which he/she is certified and/or qualified by the Assistant Superintendent for Personnel Services. Refusal by the teacher to accept such assignment shall release the Board from any further obligation to that teacher.

17.8-1 Annual Contract teachers shall be notified of the principal's recommendations of employment prior to the time reappointments are due to the School Board. Any annual contract teacher not rehired may appeal this decision through the two levels of (1) Area Assistant Superintendent, (2) Superintendent or designee. Any annual contract teacher hired prior to October 31 whose position is eliminated or who was hired for a temporary position, who would be recommended for reappointment by his/her immediate supervisor if an opening existed shall be placed on a "Permitted Re-hire" list. This list shall be distributed to all principals and persons thereon will be given first consideration for appointment to open positions for which they are certified before new hires. A current list of vacancies may be obtained from the Personnel Office.

17.8-2 Copies of the CC/PSC relocation list, the Permitted Re-hire list, and current vacancy lists shall be provided to the Association.

17.8-3 Principals/immediate supervisors shall notify the Personnel Office of vacancies immediately after they occur.

17.8-4 In the event a vacancy occurs within a school from which an Annual Contract teacher has been displaced and after CC and PSC teachers in the district have been assigned and if the Annual Contract teacher is certified and/or qualified, he/she shall be appointed to fill that vacancy unless the teacher has been placed in another position.

17.8-5 Teachers on the relocation/permitted re-hire list who are assigned to an out-of-field ESE position by the Assistant Superintendent for Personnel Services in order to clear the list(s) shall be reimbursed for tuition, books, and fees for the six (6) hours necessary for certification purposes. Prior to the beginning of the school year teachers in out-of-field assignments will be given first consideration for in-field vacancies as they occur. It is the responsibility of the teacher to make application for any such vacancies as listed on the District's web page (www.polk-fl.net).

ARTICLE XVIII - PROMOTIONS AND VACANCIES

18.1 It is recognized that the law charges the superintendent with the full responsibility for recommending personnel for promotion, transfer and reassignment.

18.2 The Board and the superintendent shall continue to implement and review their plan of affirmative action for recruitment, selection, promotion, and retention of minority and women employees of the school system. The Association will be advised of any proposed changes in the affirmative action program and through the personnel office may make suggestions for improving the plan.

18.3 It is agreed that the superintendent should find and the Board will employ the best-qualified persons for all positions by giving full consideration to all qualified persons.

18.4 Promotion is defined as a change in job designation from a teacher to a coordinative, administrative or supervisory position.

18.5 The Board and the Association agree on the following procedures for promotions:

18.5-1 All teachers who wish to be considered for an advertised promotional vacancy shall notify the superintendent or his/her designee in writing indicating the position in which they are interested and their educational qualifications.

18.5-2 Teachers who wish to be considered for a school based administrative position must apply for the related applicant pool. Applicant pools will be open twice per year. Interested persons must submit a written application, resume and letters of reference and must participate in screening activities to determine placement in the applicant pool in accordance with the procedures for screening and selection outlined in the district Human Resource Management Development Plan.

18.5-3 The superintendent's Affirmative Action selection committee will review and consider all applications in the qualified pool of applicants and then select the applicants to be interviewed by the committee. The superintendent or his/her designee shall notify the candidates as to time and place of the interview with the committee. Those candidates not selected by the committee for an interview shall also be notified.

Upon completion of the interviews, the committee will make their recommendations to the superintendent after consideration of all applicants.

18.5-4 The superintendent shall make recommendation(s) to the Board for promotional appointment(s) after the advice and recommendation(s) of the superintendent's Affirmative Action selection committee and the principal or supervisor of that position. Those not recommended for the position by the superintendent shall be so notified prior to the recommendation being made public except in case of emergency. If the Board rejects the superintendent's nomination(s), the superintendent shall make additional recommendations based on the above procedures.

18.5-5 Preference will be given to qualified teachers in the Polk County school system, but this does not preclude qualified persons from outside the system from being considered and recommended.

18.6 Except for emergency temporary appointments, the following procedure shall be used when advertising vacancies in coordinator, administrative or supervisory positions.

18.6-1 No advertisement of vacancies need be made when said positions are filled by lateral transfers or demotional transfers or if an administrative/supervisory position is upgraded and the person presently serving in the position is qualified and would be recommended to fill the position. The upgraded position will be advertised if the person in the position is not qualified and/or would not be recommended for the position. The last position open after lateral transfers have been made shall be defined as a promotional vacancy.

18.6-2 When a promotional vacancy or newly created position occurs, the superintendent or his/her designee will post the vacancy on the appropriate bulletin board in the district office and will publicize the vacancy and the qualifications in the Administrative Bulletin, or an appropriate local newspaper if the vacancy occurs when teachers are not on duty, at least ten (10) workdays before making a recommendation to the School Board. A promotional transfer is defined as a transfer involving a change in job designation and an increase in salary.

18.6-3 The superintendent shall supply the Association with a current list of all administrative vacancies upon request.

ARTICLE XIX - LAYOFF

19.1 In the event it becomes necessary for the Board to reduce the number of teachers districtwide through layoff from employment or to reduce the number of teachers teaching a specific subject or specialty area of certification or teaching in the elementary area of certification, the superintendent and the Board shall proceed as follows:

19.1-1 Teachers holding a temporary certification will be released first, provided there are qualified and certified teachers available for these positions.

19.1-2 Annual contract teachers will be laid off before continuing contract teachers, and choice among annual contract teachers will be made after the consideration of their certification, educational qualifications and seniority.

19.1-3 Continuing contract and professional services contract teachers will be laid off next and the choice among the continuing contract, and professional services contract teachers will be made after the consideration of the following criteria: seniority, certification, educational qualification, classroom efficiency, compatibility, and capacity to meet the educational needs of the students.

19.2 Seniority is defined as continuous service, which begins with the effective date of employment as a teacher in the district. When it becomes necessary to delineate further, the following dated documents shall be used in this order: (1) Board Agenda, (2) Instructional and administrative personnel recommendation form. Approved leaves will not be considered as a break in seniority.

19.3 The superintendent and the Board shall determine the subject areas and number of positions affected in each subject area in secondary schools and the number of positions in elementary schools in which reductions shall be made. The names, school, seniority status, and teaching areas of all teachers whose contracts are terminated because of a reduction in force shall be given in writing to the Association.

19.4 A teacher whose job is being eliminated as part of a reduction in force shall be notified in writing concurrent with declaration by the District of impending layoff.

19.5 No new teachers shall be hired to fill positions for which teachers on layoff are certified and qualified until laid off teachers have been offered teaching positions for which they are certified and/or qualified.

19.6 Any teacher who has been laid off shall be recalled in inverse order, within the term of his/her contract, to the first vacancy in the district for which said teacher is qualified and/or certified to teach. Any annual contract teacher on layoff will be maintained on the recall list until a period of one year has lapsed.

19.7 Within fifteen (15) days of the receipt of a certified letter of recall, a teacher shall notify the personnel office in writing whether he/she will accept reemployment. Failure to respond to the letter of recall within the time required terminates the teacher's right of recall.

19.8 Any teacher who would have qualified for regular retirement during the reduction year shall be permitted to teach that year so as to acquire needed service for regular retirement. After that year of teaching, he/she shall be subject to all procedures of personnel reduction.

19.9 Upon reemployment of the teacher, all rights related to salary, fringe benefits and seniority shall be restored.

19.10 Laid-off teachers may pay, on a monthly basis, the premiums for group life and hospitalization for a period up to one year. This benefit may be extended as defined by COBRA (Consolidated Omnibus Budget Reconciliation Act) legislation.

ARTICLE XX - PAID LEAVES

20.1 Sick Leave. Teachers who are employed on a full time basis and who are unable to perform their duties because of their own illness, or because of the illness or death of father, mother, brother, sister, husband, wife, child or other close relative or member of their own household, shall be entitled to sick leave. Sick leave shall be credited as follows:

Each member of the instructional staff employed on a full-time basis shall be entitled to four (4) days of sick leave as of the first day of employment of each contract year and shall thereafter earn one (1) day of sick leave for each month of employment, which shall be credited to the member at the end of that month and which shall not be used prior to the time it is earned and credited to the member. However, the member shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment. The maximum number of sick leave days that can be earned is twelve (12). Such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year. There shall be no limit on the number of days of sick leave a member of the instructional staff may accrue, except that at least one-half of this cumulative leave must be established within the district granting such leave. The superintendent may require a certificate of illness from a licensed physician for any teacher claiming sick leave pay.

Sick leave for teachers working beyond regular 196-day contract, including summer school teachers, will be calculated to the nearest 1/2 day using a 19.6 divisor.

20.1-1 Each teacher will be given written notice of his/her accrued sick leave with each paycheck.

20.1-2 A teacher shall have the right to use sick leave in one-half (1/2) day units.

20.1-3 The Polk School Employee's Sick Leave Bank shall be maintained in accordance with the provisions established by the Sick Leave Bank Committee. The Association shall appoint members to the Sick Leave Bank Committee in proportion to the percentage of its members in the Bank.

20.2 Personal Leave Chargeable to Sick Leave. Teachers shall be permitted to be absent six (6) days each school year for personal reasons and these days shall be charged against accrued sick leave when used. This leave shall be non-cumulative. A teacher planning to use a personal leave day or days shall notify his/her principal or immediate supervisor at least one day (24 hours) in advance. The teacher shall not be required to give reasons for such leave except on such days as specified in this article. Sick leave used for personal reasons may not be used during the first five (5) days or the last five (5) days in which the students are in attendance, or immediately before or after the scheduled holidays of Labor Day, Thanksgiving, Winter Break, Spring Break, Memorial Day, preceding or following recognized holidays provided students are in attendance, except in case of emergency. The teacher shall be required to give reasons when claiming an emergency. Teachers shall not be required to use personal leave chargeable to sick leave to attend a conference when their attendance is required by the administration.

20.3 Illness in Line of Duty Leave. Illness in the line of duty is granted up to a maximum of ten (10) days per year when any teacher is absent from his/her duties because of personal injury received in the discharge of his/her duty, or because of illness from any contagious or infectious diseases contracted in school work. Any personal injury received while on duty will be considered as a qualifying injury under this policy, provided the injury is reported to the immediate supervisor within twenty-four hours or by the end of the next workday. Any employee who has claim for compensation while absent because of illness/injury incurred on the job shall file a claim within five (5) working days following his/her return from such absence. Contagious or infectious diseases refer to those normally related to children such as measles, chicken pox, and mumps. Additional emergency sick leave may be granted out of local funds for such terms and under such conditions as the Board shall deem proper.

20.4 Verification of Leave. Upon return from leave the teacher will request from his/her principal or immediate supervisor and will be provided the necessary forms for verification of absence. Such completed forms shall be submitted to the immediate supervisor following the teacher's return from leave.

20.5 Professional Summer School Leave. Teachers who wish may apply for leave to attend summer school.

20.5-1 Teachers who have not been reappointed to teach in Polk County the next school term will not be granted professional leave, and personnel who were not employed during the preceding year cannot be granted professional leave if they find it necessary to miss the opening of school or to be absent during pre-school because of college obligation.

20.5-2 Five (5) days of professional summer school leave with pay may be granted to teachers attending colleges or workshops when the schedules are such that leave is necessary. The application for such leave must state the last day of registration or entry that can be made without penalty. Any leave exceeding five days must be personal leave. No summer school leave will be granted while the students are still in attendance. Teachers may appeal this decision to the personnel division for review and possible approval by the superintendent.

20.5-3 Professional summer school leave will only be granted to personnel to attend summer school as students receiving instruction and in no case will such leave be granted for those who accept positions as teachers or instructors for pay.

20.6 Any teacher who is called for jury duty, subpoenaed as a witness in a case not involving personal litigation, subpoenaed by a court as a result of job related incidents, or as a witness on behalf of the Board shall be given leave and paid his/her full salary. The teacher must return to duty if he/she is dismissed from further duty by 11:00.

20.7 National Guard and Reserve Training Leave. Any teacher who is a member of a national military reserve unit or the national guard shall be allowed up to seventeen (17) days without loss of pay or other accumulated leave when ordered to active duty by the appropriate unit during the regular school term.

20.8 Teachers may request and may be granted temporary duty reassignment at the discretion of the superintendent. Such temporary duty shall be considered equal to the regular duties of the individual, and teachers performing such assigned temporary duties shall not be considered to be on leave. Temporary duty reassignment may be granted upon request for attendance at state, regional or national academic area conferences. Special consideration shall be given for those persons who hold office in such organizations and/or have been invited to make a major presentation at said conference.

20.9 Teachers who fail to notify their principal or immediate supervisor prior to taking a leave for which they wish to be paid may be charged with personal leave without pay, except in case of emergency.

20.10 Upon notice to the principal/immediate supervisor, adoptive parents may use no more than five (5) days of accrued sick leave after exhausting personal leave chargeable to sick leave for adoption and/or prior to receiving custody to fulfill verified requirements for adoption which require the teacher's absence from school.

ARTICLE XXI - UNPAID LEAVES

21.1 Unless otherwise specifically provided by law, the granting of leave shall be at the discretion of the Board. When it is granted by the Board, it shall be allowed on the basis of policies designed to protect the operation of the schools against undue interruption because of absence of personnel.

21.2 Leave granted on the request of a teacher shall be for particular purposes or causes which shall be set forth in a written application for leave. The Board reserves the right to determine that the leave is used for the purposes or causes set forth in the application and if not so used, the Board shall cancel such leave.

21.3 Leave shall be officially granted in advance and shall not be granted retroactively, provided that leave for sickness or other emergencies may be deemed to be granted in advance if prompt report is made to the proper authority.

21.4 Military leave will be granted without pay under the provisions of Florida Statutes 1012.66 to teachers who are required to serve or volunteer to serve in the armed forces of the United States or this state. At the termination of service, employees must make application for re-employment within six (6) months following the date of discharge or release from active duty. The Board shall have a period not to exceed ninety (90) days to reassign the employee to duty in the school system. Such teacher shall be offered his/her former position or offered a substantially similar position for which he/she is fully qualified.

21.5 Up to a year of educational leave may be granted teachers who are on a continuing contract or professional services contract. This leave is for the purpose of engaging in full-time activities as a student, which will result in his/her professional benefit or advancement. Application for such leave shall be submitted to the superintendent in a timely manner to allow the immediate supervisor to secure a qualified replacement. Upon return from such leave, the teacher shall be offered his/her former position or if it has been eliminated, a substantially similar position for which he/she is fully qualified.

21.6 Teachers may be granted up to one (1) year of medical leave for illness to themselves or members of their household. A statement of medical justification from a licensed physician must accompany the application for leave, and a licensed physician's statement may be required for reinstatement from leave.

21.6-1 Teachers who have been employed for at least twelve (12) consecutive months may apply for a leave of absence under the Family and Medical Leave Act and the provisions of Polk County School Board's Family and Medical Leave Procedures for up to twelve (12) weeks during a school year for eligible reasons. Teachers granted this leave who are eligible and receive insurance under Article XXIII shall maintain this coverage for the duration of the leave, paid for as it was prior to initiating leave. Use of sick leave is not required to be eligible for this leave. The School Board shall require medical certification from employees returning from medical leave, and the employee will be restored to the same position held prior to the start of the leave.

21.7 A parental leave of absence may be granted to a teacher for the purpose of child rearing to commence at the birth of a child or the date of the adoption of a child and may continue for up to twelve (12) months.

21.8 Teachers returning from medical leave or parental leave within one year shall have the right to return to the same, if certified or, if that position has been eliminated substantially equivalent position provided that annual contract teachers must have been recommended, or would have been recommended, for re-employment by their principals. The teacher shall notify the principal no later than November 1 if he/she intends to return the second semester or by March 1 if he/she intends to return the first semester. Such teacher shall be assigned by the beginning of the next semester. A teacher returning from medical leave more than one year after leave commenced shall notify the superintendent by November 1 if he/she intends to return the second semester or by March 1 if he/she intends to return the first semester, and shall, by the beginning of the next semester, be assigned to the first available vacant position in the District for which he/she is qualified, provided that if more than one (1) teacher has given notice pursuant to this paragraph. The teacher who gave such notice at the earliest date shall be assigned to the position in question.

21.9 A teacher, upon annual application as provided in 21.4, may be granted a leave of absence without pay for the duration of the elected term(s) to serve in public office. Upon return from such leave, the teacher shall be offered a position in the district for which he/she is certified and qualified.

21.10 Up to a year's personal leave without pay may be granted one time only for teachers who are on continuing contract or professional services contract and have seven (7) continuous years service in the district to include all approved leaves except leave for public office. In extenuating circumstances additional leave, not to exceed one year, may be requested of the superintendent. All requests for extended personal leave without pay must be approved by the immediate supervisor before being submitted to the superintendent. Upon return from such leave, the teacher shall be guaranteed a teaching position in the school district.

21.10-1 Personal Leave may be granted for the 2000-2001 school year to teach at the McKeel Charter Conversion School. Teachers applying for this leave are not required to be on a continuing or professional services contract and shall not be subject to the seven (7) continuous years service requirement as stated in 21.10.

21.11 Any teacher granted a leave of absence as provided in this article shall have the option to remain on active participation in all insurance programs for the duration of the leave, provided that the premiums for insurance programs be paid by the teacher on a monthly basis in advance of the month due. During the period of the leave, the teacher shall maintain the following at the same level as when leave commenced:

- 1)credit on the salary schedule
- 2)credit for seniority
- 3)credit for accumulated sick leave
- 4)maintenance of membership in the sick leave bank

Any teacher who is appointed to a civic board shall be granted personal leave without pay to attend meetings, not to exceed ten (10) days per school year. Teachers duly elected to City Commissions will be granted personal leave without pay to attend all authorized meetings. All such leaves shall be taken in full day increments only.

ARTICLE XXII - PROFESSIONAL COMPENSATION

22.1 All full-time teachers, with the exception of JROTC instructors, school psychologists, and secondary guidance counselors (defined as guidance counselors in

schools housing seventh grade or above), will be paid for 196 days according to the salary schedule as shown in Appendix C.

22.1-1 The standard year employment for psychologists is 216 days, however flexible length contracts of 196 days or 247 days may be made available at the discretion of the Coordinator of Psychological Services. Requests for the flexible contracts are voluntary and positions will be filled according to seniority as defined in Article XIX, Section 19.2. A balance of flexible contracts will be maintained. Psychologists may be permitted to change to a flexible contract before each new school year through the Coordinator of Psychological Services. School psychologists performing psychological assessments of students on Saturday will be paid based on the Adult School Salary Schedule as shown in Appendix E. If a student is a no show the School Psychologist shall remain at the worksite for two (2) paid hours. Should there be more psychologists requesting these assignments than available referrals, assignments will be given according to seniority in the county.

22.1-2 JROTC instructors shall be given the option, at the beginning of the school year, of going on the teacher salary schedule or be paid on the basis of the Board's agreement with the various branches of the armed services. School psychologists and secondary guidance counselors shall be paid for 216 days according to the salary schedule shown in Appendix C.

22.2 Teachers hired for the first time in Polk County will be placed on the appropriate step of the salary schedule (Appendix C) based upon verified out-of-county experience provided the out-of-county experience is verified in writing within 90 days of the date of hire. Upon written request credit will be allowed for time spent on active duty in military service up to four (4) years; a minimum of one full calendar year of active service is required, up to fifteen (15) years credit will be allowed for JROTC instructors; Up to one (1) year of service in the Peace Corps will be credited for salary purposes. However, no more than fifteen (15) total years will be allowed for out-of-county experience including military service and Peace Corps.

Full credit on the salary schedule will be given for all in-county experience. A year of experience on the salary schedule will be allowed when a teacher works one-half the days of a full teacher contract year.

22.3 Teachers who were previously classroom paraeducators in Polk County will be given one (1) year credit on the teacher salary schedule for each two (2) years of service as a classroom paraeducator up to a maximum of ten (10) years. Request for credit shall be submitted in writing to the personnel office no later than ninety (90) calendar days after the first working day of the school year.

22.4 In order to be compensated for advanced degrees, all requirements must be completed and officially verified in writing to the personnel office by October 1 to receive credit for the first semester; by February 1 for the second semester.

22.5 Teachers hired to work on supplemented assignments extending beyond the regular school workday will be paid for their duties in accordance with the supplementary salary schedule as set forth in Appendix D and all other provisions of this agreement.

22.6 Teachers whose regularly assigned service is required beyond 196 days will be paid at the rate of 1/196 of their annual contracted salary for each day of service. The

principal/immediate supervisor may recommend a supplemental contract for the number of days for which their services are required.

Agriculture, home economics, vocational teachers and media specialists shall be notified by April 1, others as soon as practicable as to the number of days beyond the 196 days for which their services will be required. The superintendent will assign teachers to work beyond the 196 days as equitably as practicable among all the qualified teachers in the same classification who regularly perform such assignments. Assignment schedules beyond the 196 days shall not be made arbitrarily and shall be made only to meet program needs of the district and/or to meet DOE standards. School psychologists and secondary counselors shall work the same 196-day schedule as classroom teachers. The additional twenty days shall be designated annually by the principal/supervisor. The employee shall be given his/her work assignment no later than the last student contact day for the contract year beginning July 1.

22.7 Summer school offerings at the technical centers will be based on student needs. If enrollment requirements are met, instructors will be placed on an extended contract and paid their daily rate. Those classes not meeting enrollment requirements may be offered an hourly contract and paid according to Appendix E of the Salary Schedule.

22.8 The hourly salary schedule for adult school, summer school and teachers of industrial technical part-time classes will be as set forth in Appendix E.

22.9 At the request of the superintendent, a high school teacher may volunteer to teach a sixth (6th) class, then work at least 50 minutes after the regular duty day and be paid one sixth (1/6) of his/her salary. This section shall not be used to circumvent the hiring of additional full time teachers.

22.9-1 At the request of the superintendent, a high school teacher may volunteer to teach a fourth class (on a four period schedule) and be paid one-sixth (1/6) of his/her salary. Teachers teaching a fourth class shall be required to work fifty (50) minutes beyond the regular duty day. This section shall not be used to circumvent the hiring of additional full time teachers.

22.10 At the request of the superintendent, a middle school teacher may volunteer to teach all the student contact time on a daily basis, then work at least 50 minutes after the regular duty day and be paid one-sixth (1/6) of his/her salary. This section shall not be used to circumvent the hiring of additional full time teachers.

22.10-1 At the request of the Superintendent, elementary school teachers that teach all the student contact time on a daily basis will be paid at the rate of \$10.00 per day. Teachers will not be required to spend additional time beyond their regular duty day to receive the supplemental pay.

22.11 Teachers at the Area Technical Centers who exceed the provisions in section 6.2-1(d) shall be paid a supplement of \$17.00 per hour and work at least 50 minutes after their regular duty day. This provision does not apply to part-time evening adult teachers.

22.11-1 Teachers in alternative education programs such as Bill Duncan Opportunity Center, Don Woods Alternative Education Center, Teen Parent Program, Adjudicated Youth Program, Outreach and Chance shall work a seven (7) hour day consisting of no more than 330 minutes per day of instructional contact time and 300

minutes per week of planning time. Teachers in such programs who have 270 minutes or less of instructional contact time per day shall be assigned to no more than seven and three-quarter hours per day.

22.12 The Board shall provide terminal pay for accumulated sick leave to any employee who has worked for the Board at least one year or to the employee's beneficiary without regard to length of service if service is terminated by death. Such terminal pay shall be in the amount determined by the daily rate of pay of the employee in the final year of employment.

I. Such terminal pay shall be in the amount determined by the daily rate of pay of the employee at the time of termination and the number of years of service in Polk County. Calculations shall be made as follows:

(a) During the second and third year of service, the daily rate of pay multiplied by 35% times the number of days of accumulated sick leave;

(b) During the fourth, fifth and sixth years of service, the daily rate of pay multiplied by 40% times the number of days of accumulated sick leave;

(c) During the seventh, eighth, and ninth years of service, the daily rate of pay multiplied by 45% times the number of days of accumulated sick leave;

(d) During and after ten years of service with the Board, the daily rate of pay multiplied by 50% times the number of days of accumulated sick leave;

Exception: Payment for sick leave earned prior to July 1, 1985 and after thirteen years of service in Polk County, shall be paid at 100% of the daily rate of pay at the time of conclusion of service with the Polk County School Board.

22.13 Upon appropriate written authorization by the teacher, the Board shall deduct for annuities, credit union, United Way, insurance or other plans or programs jointly approved by the Association and Board. The Board agrees to promptly disburse said sums.

22.14 Deductions for personnel during the regular school terms for daily absences not covered by the provisions of the agreement shall be made at the rate of 1/196 of the annual contractual salary per day.

22.15 Salaries for teachers hired for a full school year shall be paid in twelve (12) equal payments. Said payment shall be made on the last workday of each month during the school term and on the last weekday of each month during June, and July.

22.15-1 Teachers working in July will be paid at the end of July for time worked in July. These employees will receive one check for holdback for the previous school year (issued one day before the end of the month) and one check for work in July issued on the last workday in July.

22.15-1 Waiver for 2003-2004 Employees on Traditional School Calendar

As the 2003-2004 school year will start on July 30, 2003 and all teachers under contract with the Polk County School Board that work the Traditional school calendar will work 2 days in July 2003, these days will not be paid in July 2003. The first paycheck for the 2003-2004 school year will be in August 2003.

This waiver will have no affect on employees on Modified School calendars, who will continue to be paid for days worked in July as per the contract.

22.16 Evening adult school checks shall be distributed to the teachers no later than the 15th of the month following the month during which the services were performed. Summer school checks shall be distributed no later than 15 days after summer school is completed.

22.17 Teachers hired by the Board to perform as a consultant and who work beyond the regular school day will be paid at the rate listed for their qualifications on the adult education teacher salary schedule.

22.18 Teachers required by the Board to participate in workshops or conferences on other than a regular school day will be paid at the rate of \$8.50 per hour.

22.19 In the event of a payroll error resulting in an underpayment, non-payment, or overpayment, the employee shall be notified upon discovery of the error.

22.20 When an overpayment has occurred according to 22.19 the employee will meet with Human Relations Services to create a repayment schedule.

22.21 The schedule will show the total amount owed, the dollar amount to be repaid in installments with the end date for the last installment, and/or the additional hours to be worked.

22.22 This schedule must be signed by the employee and copied to the employee, the union and the personnel file.

22.23 When an underpayment occurs, an employee must IMMEDIATELY report the suspected underpayment to the worksite payroll secretary who will begin processing the correction according to payroll guidelines and the payroll calendar for the off-cycle checks.

22.24 Any teacher required by the Board to own or have continuing access to an automobile in order to properly perform their regular teaching duties shall be reimbursed for their school business travel at the per mile rate approved by the Board up to the limit of travel allowance set forth for their position.

22.25 Teachers hired for the first time in Polk County who would not be eligible for a paycheck in August will be given the option of having an advance against their initial paycheck.

22.26 Teacher Performance Based Compensation – In order to qualify for performance-based compensation, computed at the rate of five percent of individual base pay, school based instructional personnel may voluntarily apply according to the criteria detailed in this section.

Specification of Covered Groups

- Classroom Teachers
- Pupil Personnel Services (Guidance Counselors, Social Workers, Occupational/Placement Specialists, School Psychologists)
- Librarians/Media Specialists

- Other Instructional Staff (Primary Specialists, Learning Resource Specialists, Instructional Trainers, Adjunct Educators)

Criteria for Eligibility

Applicant is covered by Professional Services Contract or Continuing Contract
AND

Applicant is in at least the second year of service in their current school
AND

Applicant holds a valid, in-field Florida certificate for the current area of practice, including ESOL endorsement
AND

Applicant has achieved ONE or more of the following:

- In-field Masters Degree (or higher) for current area of assigned professional practice
- Valid In-field certification by the National Board of Professional Teaching Standards (National Board Certification) for current area of assigned professional practice
- Florida District Teacher of the Year
- State Teacher of the Year (any US state)

AND

Applicant has been rated EXEMPLARY on the most recent Annual Performance Assessment according to the Process Three
AND

90% of the applicant's students who are in attendance for at least 80% of available instructional time achieved learning gains as evidenced according to AT LEAST ONE of the criteria adapted from the Polk County Teacher Assessment System, Essential Performance Criteria #13 and those determined by the Evaluation and Reporting Section of the Florida Department of Education, as the number of students who demonstrate mastery of content linked to the state curriculum standards (Sunshine State Standards) and/or course descriptors/district core curriculum.

Clarifications:

Teachers' student attendance records shall supersede official school records of attendance where student absence from class is documented according to official school policy (e.g. special function, field trip, etc.) This section applies to classroom teachers.

Documentation plan, portfolio and criteria must be approved by Principal, Area Assistant Superintendent, and Sunshine State Coordinator in advance of beginning the application process. (September 1, 2003) The portfolio must include documentation of individual student learning gains as documentation of exemplary performance on all the appropriate Essential Performance Criteria as defined by the State Board of Education.

ARTICLE XXIII - INSURANCE

23.1 The Board agrees to pay the health, life and AD & D insurance premiums for all teachers.

23.2 The Board agrees to offer supplemental life insurance, dental and vision insurance for employees, health, dental and vision insurance coverage for employee dependents, premium to be paid by the employee.

23.3 The Insurance Committee shall be established by the superintendent to study and make recommendations concerning health, life, dental and vision insurance coverage. Six members shall be appointed to the committee by the Association. The committee will make its recommendations to the superintendent with copies to the Board at a date established by the risk management office, but no later than sixty (60) days prior to the bid date, or thirty (30) days prior to expiration of the current policy, if no bids are to be taken.

23.4 The Board agrees to provide, at no cost to full-time employees, a health insurance program through the Polk County Public Schools Employee Benefit Trust comparable to the current CCP (Coordinated Care Plan) health insurance program.

23.5 The effective date of health plan insurance for newly hired employees shall be thirty (30) days from the date of hire.

ARTICLE XXIV - EMERGENCY SCHOOL CLOSING

24.1 If as determined by the superintendent, circumstances of weather, energy crisis, power failure, lack of water or heat, work stoppage, epidemic or other civil or natural emergencies, including threats or acts of violence, make it impossible or unsafe to open the schools or to keep open a school or schools, then the superintendent shall act in such emergency situations to preserve and protect the lives and property of pupils and staff personnel. Such absence(s) shall not result in loss of pay or accumulated leave days to the teacher.

24.2 When an emergency confronts the schools of Polk County, notification of the closing of the schools shall be released for broadcast over appropriate radio and television stations as soon as possible.

ARTICLE XXV SCHOOL COMMUNITY PROFESSIONAL DEVELOPMENT

25.1 The council of members shall be appointed as provided by the School Community Professional Development Act, §1012.98. Any interested teacher may submit to the Council his or her name for nomination. The Council shall also accept nominations from the Association as well as other interested groups or individuals. Prospective members of the Council shall be recommended to the superintendent by the Council for his recommendation to the School Board.

25.2 The five (5) year district master in-service plan shall have been reviewed by the Council prior to submission to the superintendent, and their comments attached thereto for presentation to the Board.

ARTICLE XXVI - INTERN PLACEMENT

26.1 In the interest of providing optimum professional training, teachers supervising interns shall be certified in their assignments and shall be on continuing

contract/professional services contract or have three (3) years successful teaching experience. Florida Statutes require teachers supervising interns to show "evidence of clinical educator training" and demonstration of "effective classroom management strategies that consistently result in improved student performance."

Only teachers who volunteer to accept intern supervision assignments will be selected to serve as supervising/directing/cooperating teachers. A survey will be conducted in October and February each year to identify eligible, qualified volunteers.

26.2 A supervising teacher shall not be assigned more than one intern during any regular school year.

26.3 Upon request of the supervising teacher, interns will be required to arrange an interview with the supervising teacher at least two weeks prior to the beginning of the internship. Final placement will be made on the joint approval of the supervising teacher and the principal.

ARTICLE XXVII - EXPERIMENTAL PROGRAMS

27.1 The acceptance or rejection, planning, budgeting, implementing and evaluating of all experimental educational programs in Polk County schools shall include the active involvement of all teachers to be affected on the school level. On programs designated as experimental by the Board, the Association will be involved.

27.2 The School Board and the Association recognize that arrangements in which employees share responsibility for decision making such as site-based decision making and innovations related to District Strategic Plan can foster the collegial exchange of ideas and information that can enhance effective professional practice and improve the educational process.

27.3 The Association and the School Board reserve all collective bargaining rights under the law or existing collective bargaining agreements.

ARTICLE XXVIII - GRIEVANCE PROCEDURE

28.1 Purposes:

- A. To set forth an orderly method for processing grievances to a resolution.
- B. To secure, at the lowest level possible, solutions to complaints or grievances.

28.2 Definitions:

- A. A grievance is defined as (1) a claim by a grievant that there has been a violation, misinterpretation, misapplication, or inequitable application of the terms of this agreement; (2) a claim by a grievant that there has been a misapplication of a Board policy, rule, or regulation not covered by this agreement. A grievance concerning Board policy, rule or regulation, may only be carried through Steps I, II, and III.
- B. A grievant may be a teacher, a group of teachers, or the Association. Class action grievances shall be initiated by the Association at Step II

- C. The employer is the School Board of Polk County, Florida, or those in the role of management for The School Board of Polk County, Florida.
- D. Days mean working days excluding Saturday, Sunday, and holidays.
- E. Immediate supervisor is that individual in the role of management for the Board. Each teacher shall have only one immediate supervisor at a particular school or department.
- F. Association shall mean the employee organization and its agents certified as the exclusive bargaining agent pursuant to Florida Statutes.

28.3 Procedures:

A. It is important that grievances be handled as rapidly as possible. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. If the grievant fails to initiate a grievance or submit to the next step within the time limits as provided, the problem will be deemed to have been resolved. If the immediate supervisor fails to respond to the grievance within the time limits as provided, the grievance may be carried to the next step immediately. However, time limits may be extended by either party upon one day's written notice to the other party. Such extension shall not exceed ten (10) working days, except in cases of emergency.

B. When grievance meetings and conferences are held during school hours, all employees whose presence is required by either party to provide information with regard to the grievance shall be excused from their regular duties without loss of pay. All meetings shall be by mutual agreement.

C. When illness or other incapacity of the grievant or managerial representative of the Board prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the grievant or representative of the Board can be present.

D. All documents, communications and records dealing with the processing of a grievance shall be filed separately from personnel files of the participants, and this information shall not be transmitted outside the district, except in court cases or subpoenas.

E. In the case of a grievance in which the Association is involved, the Association and administration shall mutually agree on the date and time of all proposed grievance meetings, and the Association shall be advised in writing of the adjustments and dispositions beyond the informal procedure. In grievance cases where the Association is not involved in representing the grievant, the Association shall be advised in writing of all proposed grievance meetings, adjustments and dispositions beyond the informal procedure. The Association shall have the right to send an observer to all grievance meetings.

F. In the event a grievance is filed on or after June 1, time limits for the informal procedure, Steps I and II shall consist of a total of seven (7) days so that the grievance may be resolved before June 30. If the grievance is continued to Step III, the Board shall consider this grievance within fifteen (15) days following the conclusion of Step II.

G. During the informal procedure, if there are administrators present in addition to the principal and a member of his/her managerial staff, the teacher shall be entitled to have additional representatives of the Association, including staff.

H. When the Association is made aware of a problem, it shall try to settle the problem informally with the principal. If, as a result of the discussion, a problem still exists, the Association shall, within ten (10) days, submit to the area assistant superintendent a completed copy of the grievance form. (Appendix A).

I. At Steps I, II, III and IV, Association staff may be involved.

28.4 Resolution Procedure:

Informal Procedure: If a member of the bargaining unit believes he/she has a grievance, he/she shall first discuss the matter in good faith with his/her immediate supervisor in an effort to resolve the problem informally. This action shall take place within fifteen (15) days after the grievant knew or could reasonably have been expected to know of the event giving rise to the grievance.

At the informal procedure, the grievant may be accompanied by an Association member representative. The immediate supervisor or principal may have a member of his managerial staff, or if none exists, an assistant principal from another school at the meeting in the event that the Association member representative is present. In this informal action, the grievant shall advise his/her supervisor of the particular section of the agreement alleged to have been violated. No record shall be maintained except for a dated and signed statement verifying the fact that an informal discussion has been held. The immediate supervisor will respond to the grievance within two (2) days after the informal meeting.

Step I: If as a result of the informal discussion with the immediate supervisor a grievance still exists, the grievant shall, within ten (10) days after the informal discussion, submit to the area superintendent/assistant superintendent a completed copy of the grievance form (Appendix A). This time limit shall not apply in cases where the nature of the grievance is continuous, or when the resolution agreed to at the informal level has not been or cannot be implemented. Within ten (10) days after the receipt of the written grievance, the area superintendent/assistant superintendent shall arrange and meet with the grievant and/or the Association in an effort to resolve the grievance. The area superintendent/assistant superintendent shall indicate his/her disposition of the grievance in writing at the appropriate place on the grievance form within five (5) days after such meeting and send copies thereof to the grievant and the Association.

Step II: If the grievant is not satisfied with the disposition of the grievance at step I, such grievant may appeal by filing a form, as contained in the appendices to this contract, with the superintendent, within ten (10) days after the receipt of the decision at Step I. The superintendent shall arrange and meet with the grievant and/or Association within six (6) days after the receipt of the grievance in an effort to resolve the problem. At least one day prior to the meeting each party shall give to the other a list of prospective participants. The superintendent shall indicate his/her disposition of the grievance in writing within five (5) days after the meeting and shall furnish a copy thereof to the Association, the grievant and the immediate supervisor.

Step III: In the event the Association is not satisfied with the disposition of the grievance made by the superintendent, or if no disposition has been made within five (5) days of such meeting, then within ten (10) days thereafter, the grievance shall be transmitted to the Board by filing a copy with the chairman of the Board. The Board shall within fifteen (15) days meet publicly for the purpose of listening to any oral arguments presented by the grievant and/or Association and the superintendent. The grievant/Association and the superintendent shall simultaneously exchange briefs outlining their positions and related documents without oral testimony. The disposition by the Board shall be made and announced within three (3) days of the public hearing. A copy of such disposition shall be furnished to the Association, the grievant, the immediate supervisor, and the superintendent.

Step IV: In the event the Association is not satisfied with the disposition of the grievance by the Board, the grievance may be submitted to arbitration before an impartial arbitrator. Notice of such submission shall be given in writing to the superintendent within five (5) days after the Association has received a written disposition from the Board. The arbitrator shall be selected from the American Arbitration Association in accord with its rules, which likewise govern the arbitration proceedings.

MISCELLANEOUS PROVISIONS:

1. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement.
2. The Board and the grievant shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party. Both parties agree that the award of the arbitrator shall be final and binding.
3. The Board and the Association shall share equally the fees and expenses of the arbitrator when the grievance is processed by the Association. Neither the bargaining agent nor the Board shall be responsible for the cost of grievance arbitration by a member of the bargaining unit when the grievance is not processed by the Association.
4. If the Board refuses to arbitrate a grievance arising under this agreement, the arbitrator appointed according to the above grievance procedure shall proceed on an ex parte basis.
5. Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this agreement.
6. No reprisals of any kind shall be taken against any party in interest participating in the grievance procedure.
7. Notwithstanding the expiration of this agreement, any grievance arising while the agreement was in effect may be processed through the grievance procedure until resolution.
8. Any teacher for whom a grievance is sustained shall be reimbursed in accordance with the award of the arbitrator.
9. The Association reserves the right to insure the proper use of the grievance procedure for the bargaining unit. If the Association has declined to process or further process any grievance presented to it, and if any employee or group of

employees desire to process it or further process their own grievance through this procedure, the bargaining agent shall be sent copies of all written communications sent by the employer or the employee(s) involved. Further, nothing herein contained shall be construed to prevent any public employees from presenting, at any time, their own grievance in person or by legal counsel to the employer and having such grievance(s) adjusted without the intervention of the bargaining agent, provided however, that the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect and provided further that the bargaining agent has been given notice and reasonable opportunity to be present at any meeting called for the resolution of such grievance.

10. Should either party request a transcript of the proceedings at Step IV, then the party shall bear the full costs of the transcript. If each party requests a transcript, the cost of the two transcripts will be divided equally between the parties.
11. Each party shall bear the full cost of its representation at all steps of the grievance procedure.
12. A teacher shall have the right to have an Association member representative present when a grievance is being discussed. In a case where no Association member representative is present to attend the informal procedure, the discussion may be postponed and the Association staff will have the right to appoint an Association member to attend the informal session.
13. The grievant may, after the informal procedure, present the grievance in writing to the Association who will provide an opportunity for a meeting with the grievant to decide the merits of the case within five (5) days after receipt of the grievance by the Association.

ARTICLE XXIX - MAINTENANCE OF STANDARDS

29.1 Should any provision of this agreement be declared illegal by a court of competent jurisdiction, or as a result of state or federal legislation, or as a result of changes in Florida State Board of Education Administrative Rules, said provision shall be automatically modified by mutual agreement of the parties to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of this agreement, if not affected by the deleted provision.

29.2 No teacher employed within the bargaining unit shall, as a result of omission through oversight in the negotiation of this agreement, suffer a reduction in pay, loss of economic fringe benefits, or loss of experience credit previously granted.

29.3 This agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with the terms of this agreement.

ARTICLE XXX - NO STRIKE

The Association shall not authorize, sanction, condone, engage in or acquiesce in any strike as defined in Florida Statutes 447.203 (6), 447.501 (2) (e), and 447.505. "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of employees from the full and

faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer, the concerted failure to report for work after the expiration of collective bargaining agreement, and picketing in furtherance of a work stoppage.

ARTICLE XXXI - BOARD'S RIGHTS

The Board has the right to determine the purpose of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations.

The Board may direct its employees, take disciplinary action for just cause, and relieve its employees from duty because of lack of work, or other legitimate reasons, provided, however, that the exercise of such rights shall not preclude employees or their Association from raising grievances, should decisions on the above matters have the practical consequences of violating the terms and conditions of any collective bargaining agreement in force.

ARTICLE XXXII – CHARTER SCHOOLS

A. Notification to Polk Education Association

1. When the Polk County School Board receives an application for a charter school, the PEA will: Receive a copy of the application within ten (10) working days, or a mutually agreed upon extended time frame, and notify the Polk County School Board's bargaining agent of any possible impact of the proposed charter school on wages, hours, and the terms and conditions of employment of the bargaining unit members it represents.

B. Voting Procedures for Conversion of an Existing School

1. Pursuant to Florida Statute 1002.33(3)(b), an application to convert an existing public school to a charter school must demonstrate the support of at least 50 percent of the teachers employed at the school. To the extent allowed by law, balloting to demonstrate such support shall be done by secret ballot, provide for adequate notification (no less than 24 hours) to all eligible teachers, provide a process which is clearly explained prior to the actual vote, and provide for votes to be counted by an impartial committee whose make-up shall be disclosed to the School Board as part of the application review process.
2. Pursuant to Florida Statute 1002.33(3)(b), an application to convert an existing public school to a charter school must also demonstrate the support of at least 50 percent of the parents voting whose children are enrolled at the school, provided that a majority of the parents eligible to vote participate in the ballot process. To the extent allowed by law, balloting to demonstrate such support shall be done by secret ballot, provide for adequate notification of all eligible parents, provide a process which is clearly explained prior to the actual vote, and provide for votes to be counted by an impartial committee whose make-up shall be disclosed to the School Board as part of the application review process.

ARTICLE XXXIII - CONTRACT TERM

The terms and conditions of this contract shall become effective as of July 1, 2003. Any and all grievances, which may be filed between July 1, 2003-2006, and the ratification of this contract will be settled on the basis of the procedure and remedies as set forth in the 2003-2006 Collective Bargaining Agreement as amended with the exception of the settlement by an outside arbitrator.

In the event that the legislature imposes action affecting a section(s) of this agreement between the Board and the Association, the Board and the Association shall meet in negotiations to resolve any conflicts created by such imposed acts.

This 2003-2006 Collective Bargaining Agreement shall remain in full force and effect through June 30, 2006, unless agreement is reached before that date; however, Article XXII and the Association's choice of three other articles plus three articles of the Board's choice shall be renegotiated upon 60 days notice prior to March 1 of each year.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on June 30, 2006.

POLK EDUCATION ASSOCIATION, INC.

By Mariano Capozello
President

By Rheat McKeeney
Chief Negotiator

By Angel Davis
PEA Liaison
Amended: _____

THE SCHOOL BOARD OF POLK COUNTY, FL

By J. English
School Board Chairman

By [Signature]
Superintendent

By Robert J. Hartley
Director Employee Relations/
Amended: _____

By _____
President

By _____
Chief Negotiator

By _____
PEA Liaison
Amended: _____

By _____
School Board Chairman

By _____
Superintendent

By _____
Director Employee Relations/
Amended: _____

By _____
President

By _____
Chief Negotiator

By _____
PEA Liaison
Amended: _____

By _____
School Board Chairman

By _____
Superintendent

By _____
Director Employee Relations/
Amended: _____

Date Rec/vd/Association _____ No: _____

Date File/Association _____ Step: _____

Rec'vd By: _____ Filed By: _____

**APPENDIX A
OFFICIAL GRIEVANCE FORM**

Name _____ School _____

Address _____ Assignment _____

Home Phone: _____ School Phone: _____

Date of Incident _____

Relevant Article(s) _____

Of Contract - Policy

Statement of Grievance: _____

Relief Sought: _____

Signature of Grievant _____ Date _____

Disposition: _____

Signature of Supervisor _____ Date _____

Date Received _____ By _____

Date Received _____ By _____

Copies to: Grievant - Association - Supervisor

APPENDIX B
TEACHER TRANSFER REQUEST FORM

Request for transfer and assignment for the school year _____

Name _____ Current School _____

Address _____ Social Security Number _____

Home Phone _____ Current School Phone _____

Current Assignment _____

Reason for Transfer Request _____

Requested Assignment _____

School	Position	Estimated Miles
--------	----------	-----------------

School	Position	Estimated Miles
--------	----------	-----------------

School	Position	Estimated Miles
--------	----------	-----------------

Area(s) of Certification _____

Contract Status _____ Continuing _____ Professional _____ Services Annual

Signature	Date
-----------	------

Distribution:
 One (1) Copy to Placement Office
 One (1) Copy to Prospective Principal(s)
 One (1) Copy to Association

Due April 1

APPENDIX C
2003-2004 TEACHER SALARY SCHEDULE
(196 DAYS)

The salaries and steps reflected on this salary schedule apply only to the 2003-2004 school year. Salary and salary steps are negotiated annually.

<u>Years Experience</u>	<u>Level I</u>
0	29,631
1	30,090
2	30,600
3	30,855
4	31,110
5	31,365
6	31,620
7	31,875
8	32,130
9	32,385
10	32,946
11	33,405
12	33,966
13	34,425
14	34,986
15	35,445
16	35,955
17	36,975
18	37,485
19	38,505
20	39,372
21	41,473
22	44,370
23	45,900

Performance-Based Compensation for Instructional Personnel and School Administrators
– separate booklet.

NATIONAL BOARD CERTIFICATION

Teachers with National Board Certification will be guaranteed a supplement from the State. If the State funding of this supplement falls below \$1,000.00 the Board will make-up the difference up to a \$1000.00 maximum.

TEACHER OF THE YEAR

\$15,750.00 will be set aside to reward the Area Finalists, Overall Runner-Up, and the Winner of the Teacher of the Year for their performance.

ADVANCED DEGREES

Level II/Masters Degree: All Master's Degrees (Above a Level I Bachelor's Degree) – \$1,975;

Level III/Specialist & Doctor's Degree: (Above a Bachelor's Degree)

- A. Master's Degree + Specialist/IA/I in Administration -\$2,575.00
(\$1,975 + \$600 - above Master's)
- B. Master's Degree (in Administration) + Specialist/IA/I in Administration - \$2,000.00.
- C. Master's Degree + Doctor/Specialist IA/I in field of Certification - \$2,625

Advanced Degree: Advanced degree status must be met by October 1st to be paid for the first semester and by February 1st to be paid for the second semester.

Secondary Guidance Counselors: Secondary Guidance Counselors shall receive 1/196 additional salary for up to 20 days based on the 196-day teacher salary schedule.

2003-2004 PSYCHOLOGIST SALARY SCHEDULE (216 days) Step 0 is based on Step 10, Teacher Salary Schedule

Years Experience As Psychologist	Level II (MA plus Intern or Previous Experience)
0	38,484.37
1	38,990.20
2	39,608.45
3	40,114.29
4	40,732.53
5	41,238.37
6	41,800.41
7	42,924.49
8	43,486.53
9	44,610.61
10	45,566.08
11	47,881.69
12	51,074.08
13	52,760.20

Speech/Language Pathologists Supplement 2003-2004:

BA (grandfathered)	\$1,000
MA	250
MA w/CCC (Certified Clinical Competency)	5,000

Speech/Language Pathologists with a Certificate of Clinical Competency are a given supplement from IDEA funds. If IDEA funds are not available for this purpose, the Polk County School Board will make up the difference up to \$1,000 maximum.

APPENDIX D
2003 - 2004 SUPPLEMENTAL SALARY SCHEDULE

All supplements are payment for duties performed beyond the regular workday, except in the case of In-School Suspension Monitors and longevity. In-school suspension teacher/monitor \$1,740.

In the Senior High no one will be paid more than two supplements except by special permission of the Superintendent.

No person shall be assigned to two (2) or more coaching positions that would require their service during the same time period except when someone is assigned to coach both boys and girls golf or cross country.

Any athletic activity that does not meet the required number of games/matches or participants the supplement will be adjusted by the District Director of Athletics.

An athletic supplement is for the period of time between the first official day of practice and the time that a coach's team is eliminated in the FHSAA state championship series.

ATHLETIC COACHING SUPPLEMENTS

Athletic Director (All Class)	Supplement \$3,090
Business Manager	1,740

HEAD COACHES

Head Football 85/15 Payment	3,915
Head Basketball (Boys/Girls)	2,025
Head Baseball	2,390
Head Softball	2,390
Head Track (Boys/Girls)	2,025
Head Volleyball	2,025
Head Soccer (Boys/Girls)	2,025
Head Wrestling	2,025
Head Swimming (Boys/Girls)	1,550
Head Cheerleading - Fall	1,260
Head Cheerleading - Winter	1,260
Head Golf (Boys/Girls)	1,260
Head Tennis (Boys/Girls)	1,260
Head Cross Country (Boys/Girls)	1,260
Head Weightlifting	1,260

ASSISTANT HEAD COACHES

Head Assistant Football 85/15 (One per school)	2,525
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ASSISTANT COACHES

Assistant Football 85/15	2,155
Assistant Basketball (Boys/Girls)	1,625
Assistant Track (Boys/Girls)	1,340
Assistant Baseball	1,340

Assistant Softball	1,340
Assistant Volleyball	1,340
Assistant Wrestling	1,240
Assistant Cheerleading - Fall/Winter	715
Assistant Soccer (Boys/Girls)	1,030

JUNIOR VARSITY COACHES

J.V. Basketball (Boys/Girls)	1,030
J.V. Baseball	1,030
J.V. Softball	1,030
J.V. Soccer (Boys/Girls)	1,030
J.V. Cheerleading - Fall/Winter	715
J.V. Volleyball	1,030
J.V. Wrestling	1,030

OTHER ATHLETIC SUPPLEMENTS

First Responder/Certified Trainer	1,365
Weight Training	1,470
Intramurals (No Sports)	955
Business Manager	1,740
Gym Coordinator	575
Bowling	1,260

(1) In order for a school to have an Athletic Director, the school must field a minimum of four (4) sports teams each sports season. The Athletic Director may not receive an additional supplement for being head football coach. A person who assumes both the position of Athletic Director and Business Manager may not coach a sport in any capacity. The principal may request permission from the District Director of Athletics to employ one of the above listed head coaches, with the exception of the head football coach, on a year to year basis. The District Director of Athletics will evaluate the job performance of both positions before approving for another year.

(2) All schools shall receive seven (7) assistant football coaches. (Includes Head Assistant Coach).

(3) All fall varsity head coaches, authorized assistant coaches, band directors and authorized associate/assistant band directors reporting for duty or the first authorized practice shall receive \$50.00 per day provided students are in attendance, for pre-school duty to be included with their supplement payment. This is defined as being before the first day of pre-planning as established in the school calendar.

(4) Orchestra Director - Directors of both Middle and Senior high school programs to receive senior high supplement plus \$215 for middle school because of the two being concurrent. Director of two high school programs to receive current high school supplement plus \$435.

(5) Choral Director - Choral directors serving both Middle and Senior High Schools and completing the responsibilities for performance-oriented activities should receive the senior high supplement plus \$215 since they are concurrent. Choral directors serving two high school programs should receive the high school supplement plus \$435.

SENIOR HIGH SCHOOL SUPPLEMENTS

Deans	1,740
(4)Band Directors - Marching	2,570
Band Directors - Concert	1,355

Band Directors-Non-Marching McKeel Acad./Harrison	2,025
Associate Band Director - Marching	1,340
Associate Band Director - Concert	670
Assistant Band Directors - Marching	1,210
Assistant Band Directors - Concert	605
(4) Orchestra Director	2,285
Girls Drill Team Sponsor (3) Fall	580
Girls Drill Team Sponsor (3) Winter	580
Yearbook Sponsor	580
Newspaper Sponsor	395
Drama Director (One act play, requires playbill 1 per year)	395
Drama Director (Main stage production or full musical production requires playbill, one per year)	1,110
Class Coordinator (11-12 grade)	395
(5)Choral Directors	1,485
Student Council Sponsors	760
Academic "A" Team Coach (1 per school)	785
J. V. Academic "A" Team Coach (1 per school)	515
National Honor Society	395
Community Service Coordinator	565
Chairpersons - Grade 9 thru 12 and Vocational Schools (includes 4 full time units including Chairperson Subjects Math, Science, Social Studies, English, Business, and ESE)	370

OTHER SENIOR HIGH SCHOOL SUPPLEMENTS

District Wide Student Council Sponsor	760
Regional Science & Engineering Fair Coordinator (B.S. Degree - Maximum of 100 hours)	1,340
Regional Science & Engineering Fair Assistant Coordinator (Maximum of 30 hours)	440
Regional Science & Engineering Fair Assistant Coordinator (Maximum of 20 hours)	295
Head Teacher (away from campus - Alt. Ed, Etc.)	645
ESE Learning Center Special Olympics Coach	

	Fall	Spring
Participants 1-10	\$110	\$110
11-20	160	160
21 or more	210	210

Peer Teachers	850
Televised Instruction Facilitator	850
Federal and District Wide Specialist	755
Safe & Drug Free Schools Contact Person	260

MIDDLE SCHOOL SUPPLEMENTS

Middle School Team Leader	370
Band Director (thru Grade 8)	1,525
(5) Choral Directors	795
(4) Orchestra Directors	955
Yearbook Sponsor	395
Academic "E" Team Coach (1 supplement per grade/per School for grades 6 thru 8)	165
Middle School Honor Society (Grades 6 - 8)	170

Drama (One act play, requires playbill, one per year)	170
Drama (Main stage production or full musical production, requires playbill)	565
Math Count (Grades 6, 7 or 8)	165
Middle School Intramural Coordinator	955

ELEMENTARY SCHOOL SUPPLEMENT

Elementary Grade Level Chairperson - Grades PreK - 5 (grade 6 if Elementary) in elementary schools with 4 or more full time units including chairperson), include ESE, (Support Personnel)	230
Academic "E" Team Coach (1 supplement per grade/per school for grades 5 and 6 if Elementary)	165

HARRISON SCHOOL OF THE ARTS

Theatre - Producer/Coordinator	2,225
Theatre - Acting Coach	2,225
Theatre - Technical Theatre Coach	2,225
Faculty Chairperson	370
Musical Theatre Teacher, Fall	395
Musical Theatre Teacher, Spring	395
Dance Coach (2)	2,225
Chamber Music Coordinator/Staff Accompanist	1,165
Art Gallery Coordinator	1,165

FINE ARTS SCHOOL SUPPLEMENT (K-8 Fine Arts Schools)

As grades 6, 7, and 8 are added to Fine Arts Schools, supplements will be paid in a proportionate manner.

Band Director	1,525
Choral Director	955
Strings/Orchestra Director	955
Dance Instructors Coach (2)	795
Staff Accompanist/Music Coordinator	795
Theatre Coach - Acting (Main stage production of full musical production, one per year, requires playbill)	795
Theatre Coach - Technical (Main stage production of full musical production, one per year, requires playbill)	795
Theatre Coach (2) One time, one act play, requires playbill	170

VOCATIONAL TEACHERS SUPPLEMENT

Land Laboratory and FFA	3,095
Family & Consumer Sciences (FCCLA)	1,160
Vocational Club (CECF, DECA, FBLA, FFEA, HOSA, TSA, VICA,)	1,160

Supplements will be paid only after all services relative to the supplement are completed. In instances where a checklist is required, supplements will be paid only after satisfactory completion of the checklist items.

APPENDIX E

2003-2006

**ADULT EDUCATION/PART TIME INDUSTRIAL TECHNICAL TEACHERS
SALARY SCHEDULE**

Rank	Hourly Rate
Doctor/Specialist	\$19.80
Master	18.30
Bachelor	17.05

Summer school teachers will be paid at an hourly rate of. \$17.05 per hour.

APPENDIX G - GROUND RULES

1. Bargaining proposals, amendments or counter proposals pertaining to the Agreement which the Association or the Board desire to be negotiated shall be submitted in writing by each party.
2. The Superintendent or his representative, and the bargaining agent, or its representative, shall meet at reasonable times for the purpose of negotiating and seeking agreement. All sessions shall commence at the agreed upon time.
3. The most recent Collective Bargaining Agreement, as amended, will be used by both parties as a point of reference for deletions, amendments and all other changes.
4. Throughout negotiations, all tentative agreements shall be signed by a representative designated by each party. By mutual agreement a tentative agreement may be reopened for negotiation.
5. Only members of the respective teams are allowed to speak during the sessions. An exception shall occur only when the Board and/or the Association informs the other party prior to the meeting in which their consultant shall speak. The expense of such consultants shall be borne by the party requesting them.
6. Questions from observers shall be allowed only at the end of each session. Neither party will tolerate any harassment from observers during sessions.
7. Bargaining meetings shall be scheduled as frequently as necessary to expedite arriving at total agreement on items under consideration. The representatives of both parties shall conduct negotiations professionally and in good faith. Both parties agree to submit to mediation prior to declaring impasse.
8. The Association and the Superintendent will determine the formula and method to be used in costing out salary and supplementary salary schedules.
9. The negotiations team has a responsibility to look at the interpretation of data and apply it appropriately. The Board shall provide release time for the Association's negotiators when both parties agree that it is necessary to conduct sessions during scheduled hours of work.
10. When the negotiating teams reach tentative agreement on all items under negotiations, the proposed and tentative agreement shall be written and submitted to the Board and the Association for ratification with a favorable recommendation from the negotiating teams. Upon receipt of notice of ratification by the Association, the Board shall take action on ratification at their next meeting. If both parties ratify the agreement, then the parties shall sign two (2) copies of the final decision (one copy for the Board and one copy for the Association). If either party shall refuse to ratify the agreement reached by the negotiating teams, the party shall make a written statement to the other party as to their reasons. Said notification shall result in prompt resumption of negotiations, which lead to settlement or impasse procedures.
11. Proposals remain on the action item agenda to be addressed at the next bargaining session until tentatively agreed upon or mutually dropped.
12. All three teams will meet together to discuss salary and insurance issues.
13. The opportunity for all to speak freely and honestly about any issue; to ask questions freely and openly; to make a conscious effort to be employee and system-oriented, directed toward constancy of purpose; to encourage each other; using effective criticism and offering praise for the courage to try; to keep a positive outlook, maintaining high expectations; and to provide patience and consideration to each team member.
14. All decisions on bargaining agenda items will be decided upon only in bargaining team meetings.

APPENDIX H

Memoranda of Understanding

SICK LEAVE BUY BACK

Any teacher with thirty (30) or more sick leave days accrued at the end of the 2002-2003 school year may cash in any or all sick days over a minimum accrual of four (4) days earned but not used during the 2003-2004 school year. For example, a teacher who is eligible and has a balance of ten (10) sick days at the end of the 2003-2004 school year may chose to cash in one or more of the six (6) days over the four (4) day minimum accrual. Payment will be made at the beginning of the 2004-2005 school year and will be calculated on a daily rate pursuant to section 22.12 of this collective bargaining agreement. This provision is for the 2003-2004 school year only.

Memorandum of Understanding – JROTC acquiring Professional Services Contract

Agreement to adopt the proposed Certification Requirements for ROTC Instructors. This procedure will allow ROTC Instructors a method for acquiring a District Professional Certificate. Certification for ROTC will be voluntary. Instructors who choose not to certify will remain on annual contract. Those who meet the requirements for the District Professional Certificate may be recommended for a Professional Services Contract. Effective date of this provision is the 2001-2002 school year.

To assure that Polk County School's certification of ROTC meets the intent and purpose defined by the legislature, the following are proposed for issuance of the District Professional certificate with the ROTC coverage.

- 1.) Completion of an application for District Certification to include a fee for processing.
- 2.) To assure the teacher possesses the appropriate skills in reading, writing, and mathematics, a passing score on all four parts of the CLAST test will be required.
- 3.) The criteria established in statute for employment of instructor of Junior Reserve Officer Training, 1012.55(4) will assure the instructor possesses the appropriate skills in pedagogical knowledge and subject matter competence.
- 4.) Beginning July 1, 2002, new ROTC instructors will be required to demonstrate Professional Education Competencies to assure an acceptable level of professional performance.
- 5.) Three years of successful teaching in an ROTC program.
- 6.) To assure the teacher possesses the appropriate technological skills, a 3 semester hours course in technology must be completed.

Renewal

To renew the five-year District Professional Certificate, a total of six semester hours or 120 in-service points earned during the validity period of the certificate to be renewed will be required. The renewal will require completion of an application and fee.

Certification for ROTC instructors will be voluntary. Instructors who choose not to certify will remain on annual contract. Those who meet the requirements for the District Professional Certificate may be recommended for Professional Services Contract.