

INSTRUCTIONAL AGREEMENT 2016-2019

PREAMBLE

This Agreement, entered into this 24th day of May, 2016, between the School Board of Suwannee County, Florida, hereinafter called the "Board" and the United Teachers of Suwannee County, hereinafter called the "Union."

WITNESSETH

WHEREAS, pursuant to legal requirements in Chapter 447 of Florida Statutes, the Board and the Union have agreed to negotiate in good faith, with the Union as the exclusive representative of the public employees within this bargaining unit, as determined by the Public Employees Relations Commission, hereinafter referred to as PERC, to bargain collectively in the determination of wages, hours and terms and conditions of employment and now, having reached agreement on such matters, desire to execute this contract covering such agreement, and

WHEREAS, the parties have reached understandings which they desire to confirm in this Agreement,

It is hereby agreed as follows:

ARTICLE I **RECOGNITION**

- (A) The Board hereby recognizes the Union as the sole and exclusive bargaining representative, for the duration of the Agreement, for all public employees within this bargaining unit, as determined by PERC as of the date of this Agreement, who are under contract for the current year.
- (B) The term "teacher" when used hereinafter in this Agreement shall refer to all public employees within this bargaining unit as determined by PERC as of the date of this Agreement.

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to the terms of this Agreement.

- (C) The Board agrees that it will not, during the period of this Agreement, officially adopt nor implement any term or condition of employment in conflict with this Agreement, except where such terms and conditions are the result of State or Federal laws or rules. However, the remaining provisions of the Agreement shall remain in full force and effect for the duration of this Agreement if not affected by the State or Federal law or rule.

INSTRUCTIONAL AGREEMENT 2016-2019

ARTICLE II **MANAGEMENT RIGHTS**

The Board shall have and retain the right to manage the operation of the public school system of Suwannee County, Florida, in accord with the duties, rights, discretion, obligations, privileges and functions conferred upon the Board by the laws of the State of Florida and the rules, regulations and guidelines enacted or adopted by the appropriate agency of the State of Florida charged with the implementation or enforcement of such laws, rules, regulations and guidelines. The Board shall have those management rights heretofore reserved to or exercised by the Board, to the extent that such rights do not conflict with the provisions of this Agreement. The Board shall have, without limitations by enumeration, the right to direct its teachers, take disciplinary action for proper cause, and relieve its teachers from duty because of lack of work or for other legitimate reasons; to determine the purpose and functions of each of its constituent schools, departments, divisions or agencies; provided, however, that nothing herein shall be construed to preclude employees or their representatives from raising grievances in the manner provided in this Agreement.

ARTICLE III **UNION RIGHTS**

- (A) The Board hereby agrees that teachers employed by the Board shall have the right to freely organize, join and support the Union, or to refrain from such activity, to engage in concerted lawful activities for the purpose of collective bargaining or other mutual aid or protection. The Board and the Union undertake and agree that neither will directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by this Agreement, Laws of Florida or the Constitutions of Florida and the United States; that neither will discriminate against any teacher with respect to wages, hours and terms and conditions of employment by reason of his or her membership or non-membership in the Union, his or her participation or non-participation in any lawful activities of the Union or collective bargaining with the Board, or his or her institution of any grievance filed in accordance with this Agreement.
- (B) Any teacher who is a member of the Union, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deductions of membership dues and uniform assessments in the Union. Such authorization shall continue in effect from year to year thereafter unless revoked, in writing, with notice to both the Union and the Board. In such instances the deduction of dues shall end with the pay period which occurs thirty (30) days after receipt of the notice of revocation by both parties. Pursuant to such authorization, the Board shall deduct such sum as authorized in equal payments, from each remaining check, from the teacher's regular salary check beginning with the salary check received by the teacher on the second pay period following the date of authorization. The deduction will be remitted to the Union twice monthly. Upon termination of the teacher's employment, the Board shall deduct only the

INSTRUCTIONAL AGREEMENT 2016-2019

monthly authorization and that amount only if salary due will be in excess of such monthly authorization.

- (C) The Union and its representatives shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating and computing machines, and inter-communication systems and audio-visual equipment at reasonable times, when such equipment is not otherwise in use. Such use shall require approval of the supervisor and shall be used at the school or job site during normal working hours and at a time other than the duty time of the teachers using said equipment or system, except use of facilities may be arranged with the principal at a time other than normal operating hours of the school if the Union pays the cost of facility supervision in addition to other rental fees as adopted by the Board. The Union shall pay for the actual cost of all materials and supplies incidental to such use. Any damages to the above items must be adjusted to the satisfaction of the school principal before any further use can be approved.
- (D) The Union shall have the right to post notices of activities and matters of Union concern on commonly used bulletin boards, at least one of which shall be provided in each school. The school principal shall either provide space on the commonly used bulletin board or make provisions for space for the Union on a centrally located bulletin board. The Union shall have the right to use the school system courier service, including teacher mail boxes, for communications. Posting notices on bulletin boards and putting items in teacher mail boxes shall be the exclusive responsibility of the Union and shall take place at times other than duty time of the individual performing such activities, and all information shall be presented to the school principal, or his or her designee, for review before distribution.
- (E) Duly authorized representatives of the Union shall be permitted to transact official Union business on school property. Such activities shall take place at times other than duty time of teachers involved and shall be cleared, in advance, with the school principal or his/her designee.
- (F) The Board agrees to furnish the Union, in response to requests in a manner prescribed by the Superintendent, available information, such information restricted to Chapter 119, Florida Statutes, concerning financial resources and conditions of the school district, including, but not limited to: annual financial reports and audits; register of certified personnel; tentative budgetary proposals, presented in writing to the Board; agendas, minutes and all supporting papers of Board meetings, presented in writing to individual members; treasurer's report, census and membership and attendance data, names and addresses of all teachers, salaries paid thereto and educational background and years of experience thereof; pupil enrollment, membership and attendance data, and other such information upon which the Superintendent and the Union shall jointly agree.

INSTRUCTIONAL AGREEMENT 2016-2019

- (G) The Board shall, whenever appropriate, place as the first item on the agenda of each regular Board meeting, any matters submitted by the Union so long as those matters are made known to the Superintendent's office nine (9) calendar days prior to said meeting. Teachers appearing before the Board during consideration of any item shall be released from duty only for consideration of that item.
- (H) When it is necessary, as approved by the Superintendent, for the Union President and/or his/her designee to engage in Union activities directly relating to the Union's duties as representative of the certified professional personnel which cannot be performed other than during normal school hours, or are the result of an emergency situation, the Union's representative shall be given such time without loss of pay, as is necessary to perform any such activities.
- (I) The Board agrees to provide Paid Annual Leave of Absence to one (1) elected officer of the Union to engage in Union activities directly related to the Union's duties as the Certified representative of the employees covered by this Agreement or to work for the Florida Education Association or for the American Federation of Teachers.

All costs associated with such leave shall be forwarded by the Union to the Board in advance on a quarterly basis. The costs shall include the salary as provided for on the appropriate salary schedule, the required contribution by the Board to the Florida Retirement System, an amount equal to the Board's contribution for the full cost of health and dental insurance and any other costs normally associated with the Board's financial responsibility to an individual employee, including, but not limited to, Unemployment Compensation Insurance, Worker's Compensation Insurance, etc.

The employee so released shall continue to be an employee of the Board and shall advance annually on the appropriate step of the salary schedule for any and each year so released to serve in the capacity of the Union's released time representative. There shall be no loss of seniority or any other right available to the employee under the law or terms of this Agreement because of such Paid Leave of Absence.

- (J) The non-Suwannee County teacher Union representatives shall be allowed to visit schools or investigate teaching conditions, teacher complaints, problems or for other purposes, relating to Union affairs, provided such visits do not interrupt the teacher's duty day; and provided that the Union representatives shall make their presence known to the proper official upon entering the building.
- (K) The Union building representative will be given the opportunity at each building faculty meeting to present brief reports and announcements. Such announcements shall be given at a time in the meeting agreed upon by the principal and the Building representative.

INSTRUCTIONAL AGREEMENT 2016-2019

- (L) The Board will provide an Orientation Program for all teachers new to Suwannee County, when such teachers have been hired prior to the first day of pre-planning. The Union shall be allowed a place on the program to explain their services but no specific invitation shall be made for membership. Each principal shall conduct appropriate orientation activities for any teacher hired after the first day of pre-planning. During these activities the principal shall either give the teacher a Union prepared statement of its services or have a Union representative present to explain such available services.

ARTICLE IV **TEACHER RIGHTS**

- (A) Nothing contained herein shall be construed to deny to any teacher rights he or she has under Florida School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere. Nothing contained herein shall be construed to deny, impair, restrict or diminish any of the mandatory or discretionary functions, duties or obligations the Board may have, or may hereafter acquire, under the Constitution and laws of the United States and the State of Florida. Nothing contained herein shall be construed to allow the Board to use its discretionary powers to alter the terms of this Agreement by changing, adding to, or subtracting from the specific written items of this Agreement, except the Board shall retain all discretionary powers to alter this Agreement as given in Chapter 447 of Florida Statutes.
- (B) The provisions of this Agreement shall be applied without regard to race, creed, color, religion, national origin, age, sex or marital status.
- (C) Upon written authorization from the teacher, the Board shall deduct from the salary of the teacher and make appropriate remittance for credit union, Board approved annuities, plans or programs jointly authorized by the Union and the Board, and other plans approved by the Board.
- (D) With respect to all sums deducted by the Board pursuant to authorization by the teacher, the Board agrees to promptly disburse said sums based upon procedures outlined in this Agreement or to be agreed to by the Superintendent and the Union.
- (E) The Board agrees to place in the mails W-2 forms for distribution to teachers on or before January 31st.

INSTRUCTIONAL AGREEMENT 2016-2019

ARTICLE V **PERSONAL AND ACADEMIC FREEDOM**

- (A) Academic: The Board and the Union agree that it is essential to fulfill the purpose of the Suwannee County School System; and, in order to do that, they acknowledge the fundamental need to protect teachers from unreasonable censorship or restraint which interferes with their obligation to perform their teaching functions.

Instructional presentations shall indicate that the teacher is cognizant of the maturity levels of the students being taught. In performing their functions, teachers will have freedom in expressing their personal opinions in matters relevant to course content and/or subjects presented for discussion by the student, provided, however, that when they do so they shall make every effort to indicate that they are speaking personally and not on behalf of the school, its administration or Board. The Board and its officers and administrators shall be held harmless from any corporate or individual liability resulting from an exercise of such rights which are committed in bad faith or with malicious purpose.

- (B) Miscellaneous: All teachers covered under this Agreement who participate in the production of tapes, publications or other produced educational material, at duty time other than normal duty time, shall retain residual rights should they be copyrighted or sold by the district.

ARTICLE VI **NEGOTIATIONS PROCEDURE**

- (A) Representatives of the Board and Union's Bargaining Teams will meet during the regular school year at a time convenient to both parties for the purpose of reviewing the administration of this Agreement. These meetings are not intended to bypass the negotiations or grievance procedures. Further, each party will submit to the other, at least twenty-four (24) hours prior to the meeting, an agenda covering what they wish to discuss.
- (B) If either party desires to modify, amend or terminate this Agreement for the year(s) following the end of this Agreement, a written notice must be submitted to the other party prior to March 15 of the year in which the Agreement expires. If such notice is given, negotiations shall be initiated on or before April 1.
- (C) In any negotiations described in this Agreement, neither party shall have any control over the selection of the bargaining representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of those voting of the Board and by a majority of those voting of the teachers in the bargaining unit. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations. Throughout negotiations, all tentative agreements may be signed

INSTRUCTIONAL AGREEMENT 2016-2019

by representatives designated by each party. There shall be four (4) signed copies of any final agreement. Two (2) copies shall be retained by the Board and two (2) by the Union.

- (D) During the course of any negotiations described in this Article, the parties mutually pledge that such negotiations shall be conducted in good faith. If, at any time during the process of negotiations, both parties mutually agree that the differences of positions are so serious that further negotiations seem impossible of producing a satisfactory agreement, they may invoke the impasse machinery procedures as set forth in chapter 447, F.S

Section 1: Impasse Procedure: In the event that an impasse is reached during the course of negotiations, the Board and Union agree to mediation as a means of attempting resolution of the item or items in dispute. The initial recourse shall be to petition PERC for a mediator. In the event that a solution cannot be reached through mediation, by mutual agreement of both parties, the impasse shall then be submitted to a special master under PERC guidelines.

- (E) Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or a result of state or federal legislation, said provision shall be automatically modified by mutual agreement of the parties to the extent that it violates the law, but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision.
- (F) Copies of this signed Agreement titled "Agreement Between the United Teachers of Suwannee County and the School Board of Suwannee County" shall be printed and with the cost of such printing shared equally by the Board and the Union within thirty (30) days after the Agreement is signed and shall be presented to all teachers currently employed and hereafter employed. Initial printing shall include 450 copies, with 400 copies reserved for teachers, 25 copies reserved for the Union and 25 copies reserved for the Board. Either the Union or the Board may request additional copies of the initial printing, with such copies to be paid for by the requesting party.

ARTICLE VII **GRIEVANCE PROCEDURE**

- (A) Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise affecting the wages, hours, terms and conditions of employment for the Teachers. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

INSTRUCTIONAL AGREEMENT 2016-2019

(B) Definitions:

1. The term "grievance" shall mean a written allegation by a grievant that a violation of any kind or character exists arising out of the interpretation or application of the terms of this Agreement.
2. The term "grievant" shall mean a teacher or group of teachers or the Union filing a grievance.
3. The term "employer" shall mean the School Board.
4. The term "days" shall mean working days.

(C) Time Limits: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is to be considered the maximum and every effort should be made to expedite the process before the deadlines are reached. Time limits may, however, be extended by mutual written agreement between the Union and the Superintendent.

(D) End of Year Grievances: In the event that a grievance is filed at such time that it cannot be processed through all of the steps in the grievance procedure by the end of the institutions fiscal year, and if left unresolved until the beginning of the next year, could result in irreparable harm to the grievant or Union, the time limits set forth herein should be reduced so that the grievance procedure may be exhausted prior to the end of the institutions fiscal year or as soon thereafter as possible.

(E) Released Time: Grievances will ordinarily be processed at times other than normal duty hours for any teacher involved.

(F) Filing: Within forty-five (45) days following knowledge of the act or condition, or the date when the act should have reasonably been known, whichever is earlier, which is the basis for the grievance, or prior to the end of the fiscal year (whichever occurs first), the grievant may file a grievance, with the immediate supervisor or designated representative.

(G) Representation: All teachers shall have the right of Union representation at each step of the grievance procedure. No grievant shall be required to discuss any grievance if the Union representative is not present and the presence of such Union representative has been requested. Any individual teacher or group of teachers shall have the right at any time, other than the teacher's normal duty hours, to present grievances to the designated representatives of the Board and to have such adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the Agreement, and the Union has been given the opportunity to be present and make statements at such adjustment. Copies of the employer's decisions given at any step of the grievance procedure shall be speedily delivered to the Union. No grievance shall be submitted to arbitration

INSTRUCTIONAL AGREEMENT 2016-2019

without consent of, and representation by, the Union. A grievant shall not be represented by any person who might be required to take action, or against whom action might be taken, in order to adjust the grievance, or by a representative of any other teacher organization.

- (H) Informal Discussion: In the event that an individual teacher believes there is a basis for a grievance, the first step in the procedure is for that individual to discuss the alleged grievance with the school principal or designated representative, other immediate supervisor or designated representative, either personally, or accompanied by the Union's representative. This does not preclude the teacher from talking to the Union representative prior to the first step of the grievance procedure.
- (I) Level One: If, as a result of the informal discussion with the school principal or designated representative, other immediate supervisor or designated representative, a grievance still exists, the grievant may invoke the formal grievance procedure on a form signed by the grievant and a representative of the Union. A copy of the grievance form shall be delivered to the principal or designated representative, other immediate supervisor or designated representative, who shall have five days after receipt of the grievance in which to hold a conference with the grievant and to give a written decision.
- (J) Level Two: If the grievance is not settled to the grievant's satisfaction, or if a written decision is not submitted within the designated time limit at Level One, the grievant may move the grievance to Level Two by written notice to the Superintendent or designated representative. The Superintendent, or the designated representative, shall have ten (10) days after receipt of the grievance in which to hold a conference with the grievant and to give a written decision.
- (K) Level Three: If the grievance is not solved at Level Two to the grievant's satisfaction, or if a written decision is not submitted within the designated time limits of Level Two, the grievant may move the grievance to Level Three by written notice to the Board. The Board shall have fifteen (15) days after receipt of the grievance in which to hold a hearing with the grievant and to give a written decision.
- (L) Level Four: If the grievance is not solved at Level Three to the grievant's satisfaction, or if a written decision is not submitted within the designated time limits of Level Three, the grievant may move the grievance to arbitration. If a grievance is moved to Level Four, the Union shall petition AAA for a list of three (3) qualified arbitrators. Upon receipt of the list, the Superintendent and the Union shall each strike one name from the AAA list. The arbitrator shall confer with the representatives of the Board and the Union and hold hearings promptly and shall issue a decision not later than thirty (30) days from the date of the close of the hearings or final submissions. If the question of arbitrability is raised by the Board, the question shall be determined in the first instance by the arbitrator. The arbitrator's decision shall be in writing and shall set forth findings of facts,

INSTRUCTIONAL AGREEMENT 2016-2019

reasoning and conclusions on the issues submitted unless either the Union or the Board should request an expedited decision. The decision of the arbitrator shall be submitted to the Board and the Union and shall be final and binding upon the parties.

- (M) **Cost:** The cost of the services of the arbitrator, including per diem expenses, if any, and actual necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Board and the Union; however, if the grievant chooses to take the grievance to arbitration without the consent of the Union, the grievant shall absorb all cost.
- (N) **No Reprisals:** No reprisals shall be invoked against any teacher for processing a grievance or participating as described in this Agreement. No documents of any kind or form pertaining to the initiation, processing or settlement of any grievance whatsoever shall be placed in the personnel file of any teacher.
- (O) Copies of employer decisions at all levels will be forwarded to the Union by Registered Mail or delivered in person in any grievance whatsoever, the same day it is delivered to the teacher. No grievance may be submitted to arbitration without the knowledge of, and/or representation by, the Union.
- (P) Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed until resolution.

ARTICLE VIII **GENERAL EMPLOYMENT PRACTICES**

- (A) Marital status, race, creed, religion, color, sex, age, national origin or number of years teaching experience, except such years of teaching experience is a requirement for certification, shall not be made a condition of employment.
- (B) The Board may require physical and/or psychiatric tests or examinations, and may select the physician or psychiatrist as prerequisites of initial employment, with the costs for such tests or examinations to be borne by the teacher or prospective teacher. Additional agreements are:
 - 1. The cost of all physical and psychiatric tests or examinations taken by the teacher at the request or order of the School Board or its designee, except those examinations or tests which are prerequisites of initial employment, shall be borne by the Board.
 - 2. At all times the choice from among State Licensed Physicians and Psychiatrists shall be made by the teacher from a list of not less than five (5) names provided by the School Board. No teacher shall be compelled to submit to any test or examination without a written statement of the need for such examination from the Board.

INSTRUCTIONAL AGREEMENT 2016-2019

3. A teacher shall have the right to seek an additional opinion or judgment from among State Licensed Physicians or Psychiatrists of the teacher's choosing. The cost shall be borne by the teacher and shall be completed without undue or unreasonable delay, but in no event later than twenty-one (21) days after the receipt of the report by the teacher of the School Board requested examination. When this option is exercised, the additional opinion shall be attached to any other medical opinions under consideration with respect to disciplinary action against the teacher.
 4. The report(s) of the examination(s) completed pursuant to this contract shall be placed in the teacher's personnel file.
- (C) The Board agrees to employ approved substitutes when regular and special teachers including art, music and physical education, (who have the same students each day) are absent. If a teacher loses his/her planning period as a result of a principal assignment to substitute, he/she shall be paid at his/her hourly rate or allowed to accumulate compensatory time at a time which allows for a release of time equal to such extra teaching time, at the discretion of the teacher. A teacher shall decide whether to be paid or to accumulate time. The Administration shall arrange for such substitutes. The teacher may use such time as approved by the school principal.
 - (D) The Board shall make available in each school two (2) restrooms and lavatory facilities (one (1) male and (1) female) for teachers' use, and at least one (1) room which shall be reserved for use as a lounge.
 - (E) A telephone for teachers' use shall be installed in the employee lounge of each school. Teachers shall be provided access to telephones after the normal workday. The cost of this installation shall be borne by the Board.
 - (F) Off-street parking facilities for employees shall be provided, and properly maintained, at each school.
 - (G) All Pre-K through grade 5 teachers, including special subject teachers, shall have at least a fifteen (15) minute relief period each day. This period shall be in addition to their lunch period, except for those lunch periods identified in the teacher duty schedule indicated in (B) of Article XI.
 - (H) Teacher participation in activities other than in-service and those on the non-teaching assignment schedule, beyond the normal duty day, shall be voluntary, provided, however, the Board may require attendance for parent conferences and back to school nights and other activities, once each semester, and will adjust the work week to offset the time required for attendance.
 - (I) Profits from Vending Machines in teacher lounges shall be placed in the School Internal Accounts, and shall be expended as determined by a committee

INSTRUCTIONAL AGREEMENT 2016-2019

consisting of members selected by the Union and representative of all employees using such vending machines.

- (J) The Board agrees that no teacher shall be required, as a condition of employment, to participate in any sales promotion or solicitation for non-instructional materials, with exceptions made for lunchroom collections, student insurance and school pictures.
- (K) Teachers shall be required to check in, but not check out, when they have worked their normal duty day. Anytime a teacher leaves before the end of the normal duty day, the teacher shall be required to sign out and be on approved leave.

ARTICLE IX **PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

- (A) No new teacher shall be employed who is not certified in the grade level and/or subject area which he/she is to be assigned unless the Board, based upon a recommendation of the Superintendent, declares no such acceptable certified teacher can be hired.
- (B) No teacher shall be required to teach in a grade level and/or subject area not within the scope of his/her teaching certificate, except in (1) a temporary emergency, (2) a reduction in force at the school or county level, or (3) due to school reorganization, in which cases the Union shall be notified in a written statement of reasons for such assignment. Temporary, for the purpose of this Article, shall be defined as not to extend beyond the current year.
- (C) On or before October 1st of each year, the Union shall be notified in writing of the grade and/or subject area of each teacher employed in the district, and the type certificate held by the teacher. Such information about teachers employed subsequent to October 1st shall be given to the Union within one (1) month.
- (D) All teachers shall be given written notice of their schedules for the forthcoming semester no later than one week prior to beginning such assignment or the second day of preplanning, whichever comes later. Such plans are to be based on expected enrollment and the school principal retains responsibility for making necessary changes in assignment when school begins and corrected enrollments change the need for grade or departmental assignments. Prior to any reassignment the principal shall first ask for volunteers.
- (E) Any paid assignments in addition to the normal teaching schedule during the regular school year, including evening school, extra-pay-for-extra-duty assignments and summer school, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignment shall be given to

INSTRUCTIONAL AGREEMENT 2016-2019

certified district school personnel on a voluntary basis. Prior to being filled, such assignment vacancies shall be posted for three (3) days.

- (F) Within the assigned school, for regular teaching, teachers who have extra-duty school assignments after school shall be allowed to attend to such duties as soon as it is necessary after the students are dismissed from school.
- (G) The teacher's teaching assignment within a school shall be determined by the following: (1) need of school; (2) qualifications. Teachers shall have the right to discuss such assignments with the principal.
- (H) PROFESSIONAL EDUCATION COMPETENCY DEMONSTRATION SYSTEM (PECDS)
 - 1. All eligible teachers coming under the requirements of F.S. 231.17(7)(b) are recognized to be included in the bargaining unit represented by the Union and shall be entitled to all rights herein unless otherwise noted. Eligible teachers under PECDS shall be treated as any other member of the bargaining unit regarding duties, assignments and scheduling of classes. Eligible teachers shall be given an orientation into the PECDS and the Suwannee County PECDS upon their hiring.
 - 2. All eligible teachers shall be assessed according to the provisions of Article XVI and the provisions of the Suwannee County PECDS as approved by the Board.
 - 3. The PECDS shall be implemented under the requirements of 231.17(7)(b) and in accordance with the Suwannee County PECDS, which must be approved by DOE and the Board, annually.
 - 4. The PECDS Team shall include an eligible teacher, peer teacher, and building-level administrator. Each team member will perform duties defined in the PECDS plan.
 - a. A peer teacher shall be employed full-time with the Suwannee County School System and shall be trained in the Florida Performance Measurement System (FPMS) and/or Clinical Educator Training.
 - b. A teacher who serves as a peer teacher shall be paid a supplement of \$500 for each eligible teacher supervised. Peer teachers who serve less than the full year shall receive a prorata share based upon the number of days spent supervising an eligible teacher as certified by the Principal.
 - c. A peer teacher shall supervise only one eligible teacher at a time, except in the case of an emergency situation.

INSTRUCTIONAL AGREEMENT 2016-2019

- d. An eligible teacher shall be supervised by only one peer teacher at a time, except in the case of an emergency situation.
- (l) Continuing Contract instructional personnel shall be notified five days prior to April 1st. All other instructional personnel will be notified in writing by April 1st, if they will not be recommended back for the next school year.

ARTICLE X **TEACHERS' AUTHORITY AND PROTECTION**

- (A) Student discipline is based on student adherence to a normally-to-be-expected code of acceptable behavior and to acceptance of school rules and regulations and compliance with all requests incidental to school routine from appropriate school employees. Such a code, rules and regulations shall be reviewed with the students within the first ten (10) days of school
- (B) The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular student requires attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, or whenever it appears that the presence of a particular student in a class will impede the education of the balance of the class because of disruptions caused by said student, the Board shall take reasonable steps to provide such attention and to aid the teacher in meeting responsibilities within respect to such student.
- (C) A teacher may impose appropriate classroom discipline in cases of minor infractions.
- (D) School authorities will endeavor to achieve correction of student misbehavior through counseling, interviews, and conferences, which, when warranted, shall be extended to include the child's parents. Suspension and/or corporal punishment, in accordance with all lawful requirements, may be imposed for serious or persistent infractions of normal good behavior, when other corrective actions have been unsuccessful.
- (E) Any case of assault upon a teacher shall be promptly reported, by the teacher, if able; if not, then by the school principal, to the Superintendent. The Board shall provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render assistance to the teacher in connection with handling of the incident by law enforcement authorities.
- (F) Time lost by a teacher in connection with any incident in this Article shall be handled as follows:

INSTRUCTIONAL AGREEMENT 2016-2019

1. Time for appearance before a judicial body or legal authority shall result in no loss of wages or reduction in accumulated leave, provided the teacher involved has been subpoenaed.
 2. Where a teacher is finally adjudged guilty of a criminal charge or has judgment entered against him/her in a civil case as related to the crime, the Board has no further responsibility for pay. Accumulated sick leave for this individual shall be treated in accordance with Florida Statutes.
- (G) No action shall be taken against a teacher on a basis of a complaint by a parent or student or other individual nor any notice thereof shall be included in the teacher's personnel file unless the matter is first reported to the teacher in writing, and the teacher is given the opportunity to discuss the complaint. Also, the teacher may have a Union representative present to aid the teacher when the complaint is discussed. When such Union representation is requested, the principal is not required to make special arrangements to ensure that the meeting is held during duty hours.
- (H) If a complaint or lawsuit is filed against any teacher or any teacher is sued as a result of any action taken by the teacher while in pursuit of his/her employment, the Board may, at its discretion, underwrite the cost of legal counsel and render assistance to the teacher in his/her defense. The Board may carry insurance to cover such loss.
- (I) A teacher shall be entitled to have present a representative of the Union when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance when such action relates to items in this Agreement. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Union is present, or until five (5) days after such request.
- (J) The Board may, when the Board has proof that unusual and/or hardship conditions exist, reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises.
- (K) A written statement by the Board governing use of corporal punishment of students shall be included in the student handbook and delivered to all teachers prior to the first teacher duty day after Labor Day of each school year.
- (L) Teachers have the authority to remove disruptive students from the classroom in accordance with F.S. 1003.32. Each school shall establish a placement review committee to determine placement of a student when a teacher withholds consent to the return of a student to the teacher's class. Membership on this committee shall meet the requirements of F.S. 1003.32, and shall consist of six (6) members. Two (2) faculty members selected by the faculty, two (2) faculty members selected by the principal, one (1) teacher selected by the schools

INSTRUCTIONAL AGREEMENT 2016-2019

Union representative, and one (1) administrative member selected by the principal.

(M) Employee Discipline

1. Disciplinary action may not be taken against an employee unless substantiated by evidence, which supports the recommended disciplinary action.
2. Where substantiated evidence warrants such action(s), an employee may be demoted, suspended, or dismissed upon recommendation of the immediate supervisor to the Superintendent. Unless circumstances warrant immediate disciplinary action, progressive discipline shall be administered as follows:
 - a. Oral warning with acknowledgment
 - b. Written reprimand
 - c. Suspension with or without pay
 - d. Dismissal by Board action
3. An employee against whom action is to be taken under this section shall have the right to review all documents or records relied upon to support the proposed action and shall be given a copy upon request.
4. When a principal/supervisor deems it necessary to discipline an employee, said disciplinary action should be made in private and with discretion.
5. When an employee is involved in circumstances, which could lead to disciplinary action, the employee shall have, upon request, UTSC representation at any conference between the school administrator(s) and the employee, which relates to the matter.

ARTICLE XI **TEACHING CONDITIONS**

- (A) The Board agrees to provide each teacher, as textbook allocations and individual school budgets allow, with the material required by the curriculum in his/her daily teaching responsibility; a key (where applicable) to each classroom in which he/she teaches; a teacher desk, or suitable substitute; storage space for instructional materials, chalkboard space, a standard collegiate dictionary for each teacher; and a copy of all texts used in each course he/she is teaching. The Board further agrees to provide teaching stations for all special subject teachers.

INSTRUCTIONAL AGREEMENT 2016-2019

- (B) Each teacher shall have no more than the equivalent of three (3) non-teaching assignments per week, with such non-teaching assignments to include playground duty at other than during the official student day, bus duty other than escorting and supervising students to the afternoon buses, hall duty other than during class changes, and lunch duty, except teachers in grades K-6 may voluntarily decide to go to lunch with their classes on a daily basis. A schedule will be set up by the principals of each school who shall obtain teacher views and assistance on such schedules.
- (C) Teacher Duty Day:
1. The instructional duty day shall be between 7:30 A.M. and 3:45 P.M., not to exceed 7 hours 15 minutes. However, by mutual agreement between the teacher and the principal, or other responsible supervisor, the duty hours may vary so long as the total duty time of seven (7) hours and fifteen (15) consecutive minutes is worked. Teacher Planning Days will be six (6) consecutive hours including a one (1) hour duty free lunch during which teachers may leave their school site. Two (2) preplanning teacher workdays will be from 8:00 A.M. to 3:15 P.M. On the last duty day of the week, the teacher workday shall end fifteen (15) minutes early. Where the work schedule does not permit employees to leave fifteen (15) minutes early, flexibility shall be given to allow employees to begin the duty day fifteen (15) minutes later than the regular schedule.
 2. Planning time for teachers (except for adult Vo-Tech) shall be no less than forty (40) consecutive minutes daily with at least seventy-five (75) minutes four days per week, except for teachers on block scheduling, who shall have daily planning equivalent to one (1) block for a minimum of eighty-five (85) minutes. A minimum planning time shall be no less than three hundred and sixty (360) minutes weekly, except for teachers on block scheduling who shall have the equivalent to five (5) blocks of planning time per week. Meetings that may start at the beginning of the teacher planning period and are exceptions to this requirement shall be: 1) one monthly scheduled faculty meeting, 2) meetings identified in the first sentence of Article XI (G), 3) early student release day, 4) two (2) meetings per month for departmental or grade level meetings for curriculum considerations or school improvement committee meetings. Other planning time shall be used at the discretion of the teacher to complete teaching responsibilities.
 3. All teachers shall be provided with a lunch period of at least fifteen (15) consecutive minutes which shall be free from duty and student contact on a daily basis. The principal shall, if at all possible, provide for a duty free lunch period of twenty-five (25) consecutive minutes.

INSTRUCTIONAL AGREEMENT 2016-2019

- (D) The hours of employment for the summer months shall be between the hours of 7:00 A.M. and 5:00 P.M., Monday through Thursday. Employee hours other than these hours shall be cleared with the Superintendent.
- (E) Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health and safety. The Board shall provide safety equipment for all teachers assigned subject areas where the use of such safety equipment is required by law or regulation.
- (F) No teacher shall be required to hold a conference with parents other than during the teacher duty hours. No teacher shall be required to hold a conference with parents if a room which provides privacy is not available. The teacher shall not be required to wait on a parent more than fifteen (15) minutes.
- (G) Faculty meetings in each school may only be scheduled monthly except in an emergency situation or during pre-planning, in-service/planning days, post-planning and the last month of school. Such meetings shall/may start at the beginning of the teacher planning period, shall be as brief and well-planned as possible, but shall not extend more than twenty (20) minutes beyond the teacher duty day. Whenever possible, there shall be twenty-four (24) hours notice with a written agenda for all meetings. When the twenty-four (24) hours notice is not given, the meeting shall not extend more than five (5) minutes beyond the teacher duty day. These restrictions shall not prohibit the principal from scheduling additional departmental or grade level meetings for curriculum considerations and school improvement committee meetings other than the general faculty meeting if such meetings are held during the normal duty day. In addition, these restrictions shall not prohibit the principal scheduling additional meetings on student early release day.
- (H) When school is not in session, teachers may be given access to the building by arranging such access with the principal.
- (I) Observations of a teacher's class by persons other than school and district school administration and supervisory personnel shall be allowed only after consent has been granted by the school principal, and when such other persons are accompanied by the principal or county administrative or supervisory personnel. When such visits are known sufficiently ahead or unless such outsiders are acting as consultants in the evaluation process, teachers shall be given twenty-four (24) hours notice of such observations.
- (J) Classrooms in which classes are being held shall be free of unnecessary interruptions by maintenance, custodial or construction workers, intercommunication systems or other such disturbances.
- (K) Sufficient custodial service shall be provided by the Board to maintain classrooms and other learning areas of each school in a clean condition conducive to teaching and learning.

INSTRUCTIONAL AGREEMENT 2016-2019

- (L) Available heating and air conditioning equipment should be maintained in each school to provide a reasonable temperature during periods when school is in session.
- (M) New teachers or teachers assigned new positions may be given three (3) days to observe in the County School System the operation and procedures of our County Curriculum. This shall be accomplished under the supervision of the support staff of an eligible teacher, the grade chairman and/or subject chairman and approved by the principal.
- (N) Assignment of duties on field trips shall be as follows:
 - 1. Teachers and/or administrators shall determine the scope of the trip (i.e. destination, departure time, return time, and any subsidiary activities), general supervision of the students, assure cleanliness of the bus throughout the entire trip and make sure the bus returns in the same condition as when it departed on the field trip, request assistance from the driver (s) in supervision of the students when necessary and confer with drivers in suspending bus rules.
 - 2. The bus driver is in charge of the bus at all times while the bus is in motion. The bus driver shall oversee bus cleanliness, shall determine if the vehicle is safe and/or secure and that the bus has sufficient fuel.
- (O) Medical Procedures
 - 1. Under ordinary circumstances, only properly trained employees will be asked to perform medical procedures or to dispense medication to any student. The Board will assume legal responsibilities when an employee is asked to perform medical procedures or to dispense medication to any student.
 - 2. Nonmedical school district personnel shall not perform invasive medical services which require special medical knowledge, nursing judgment and nursing assessment. The procedures include, but are not limited to:
 - A. Sterile catheterization.
 - B. Nasogastric tube feeding.
 - C. Cleaning and maintaining a tracheostomy and deep suctioning of a tracheostomy.
 - 3. Nonmedical personnel shall be allowed to perform health-related services upon successful completion of child-specific training by a registered nurse, a licensed practical nurse, a physician licensed pursuant to chapter 458 or chapter 459, or a physician assistant certified pursuant to chapter 458 or 459. All procedures shall be monitored periodically by a nurse. These procedures include, but are not limited to:

INSTRUCTIONAL AGREEMENT 2016-2019

- A. Cleaning intermittent catheterization.
 - B. Gastrostomy tube feeding.
 - C. Monitoring blood glucose.
 - D. Administering emergency injectable medication.
4. For all other medical services not listed in Section O (2) and (3), a registered nurse, a licensed practical nurse, a physician licensed pursuant to chapter 458 or chapter 459, or a physician assistant certified pursuant to chapter 458 or 459 shall determine if nonmedical school district personnel shall be allowed to perform such services.
5. Under ordinary circumstances, teachers shall not be asked to toilet or diaper any student. The parties recognize that variations may occur in dealing with handicapped children, but reasonable effort shall be made to relieve classroom teachers of these duties. Reasonable effort shall also be made to relieve an employee of diapering or toileting a student of a gender different than the employee's gender.

ARTICLE XII **CURRICULUM AND INSTRUCTION**

- (A) It is recognized that teachers must meet the individual needs of all students. Therefore, the Board agrees that it will provide multi-level and/or multi-text materials to help insure that each pupil in the classroom has adequate materials for his/her use. The process used in selection of materials used in the classroom shall include the recommendations of the subject area teachers, provided that those materials are selected in accordance with the state law. The Board agrees to expend all allocated textbook funds in accordance with established guidelines.
- (B) The Board further recognizes that appropriate materials, such as, library reference facilities, maps, globes, laboratory equipment, instructional kits, audio-visual equipment and supplies, art supplies, physical education equipment, current periodicals and similar materials are necessary for adequate instruction and further that such items will be purchased in accordance with school and district budgets.
- (C) The Board agrees to make available in each school typing and duplicating equipment to aid teachers in the preparation of instructional materials.
- (D) There shall be an instructional media center/library in each school to supplement and complement the required curriculum.
- (E) The Board shall distribute to each teacher, during pre-planning if possible, available curriculum guides that were developed by the teacher curriculum development committees. This guide is to be used by teachers in order to maintain a county-wide instructional program. Any changes shall be given to the

INSTRUCTIONAL AGREEMENT 2016-2019

teacher curriculum development committee's for consideration before changes are made.

ARTICLE XIII **CLASS SIZE, CLASS LOAD AND SPECIALIZED INSTRUCTION**

- (A) The Board and the Union are both in support of Southern Association accreditation standards and, within available school budget funds, the school principal shall make every effort to provide an adult-to-student ratio that will meet such standards.
- (B) The number of students, except on a temporary basis, shall not exceed available seating or other required items such as typewriters or writing surfaces.

ARTICLE XIV **TRANSFERS**

- (A) Teachers who desire to transfer to another school shall follow procedures outlined in Article XVIII.
- (B) The voluntary transfer of a teacher will be made on the following basis:
 - 1. Needs of the school system
 - 2. Qualifications
 - 3. Mutual agreement of teacher and administration
 - 4. Contributions staff member could make to students
 - 5. Opportunity for professional growth of staff member
- (C) Involuntary transfers, but such transfers not including changes in assignment within a school, may be made to provide a more adequate instructional program. Such involuntary transfers shall be limited to no more than two (2) transfers that involve a change to a different grade or broad subject area within a five (5) year period. Changing back to an area or grade taught during the last five (5) years would not be considered a different grade or broad subject area. Written notice of such transfers will be given to the teachers concerned as soon as possible. When a reduction in the number of teachers in a school is necessary, all volunteers shall be given first consideration for transfer.
- (D) Nothing in this Agreement shall be construed in such a way as to prohibit the Board from providing a racially balanced teaching staff in each school.

INSTRUCTIONAL AGREEMENT 2016-2019

- (E) Special talents and expertise needed for the implementation of a new program, but not found on the school district staff, should be sought through retraining of existing staff whenever practicable.
- (F) When a reduction of personnel is necessary, the Board shall utilize transfers and re-assignments so as to accomplish the minimum reduction of teachers.

ARTICLE XV **REASSIGNMENTS**

- (A) Teachers who desire a change in grade and/or subject assignment shall file a written statement of such desire, one copy of which shall be filed with the principal and one copy shall be filed with the Union.
- (B) Teachers who desire to exchange grade and/or subject assignments may do so with the approval of the principal.

ARTICLE XVI **TEMPORARY AND PERMANENT STATUS**

- (A) A teacher is a probationary teacher until for the duration of the initial annual contract.
- (B) The Superintendent and all administrative personnel shall be charged with the obligation of giving all teachers reasonable opportunity of developing into useful and productive teachers in the district.
- (C) 1. Annual Contract teachers may be dismissed during the Period of his/her employment contract, only by the Board, and only under the provisions provided for in F.S. 1012.33.

2. All annual contract teachers who:
 - receive a highly effective rating on their most recent final and complete evaluation from Suwannee District Schools, or two consecutive effective or higher ratings on their most recent final and complete evaluation from Suwannee District Schools,
 - and have met all statutory requirements for rehire,

shall have their contract renewed for the following school year, provided there is a position within the school district for which they are certified and provided the teacher has not received discipline of level "C" or above on progressive discipline within the current or previous year.

INSTRUCTIONAL AGREEMENT 2016-2019

The District shall also work to provide opportunities for displaced teachers who were rated effective or higher on the previous year's observation instrument.

- (D) Any annual contract teacher who receives written notice from the Superintendent that he/she will not be recommended for reemployment shall, upon his/her written application to the Superintendent, have a right to a conference on this decision with the Superintendent. Probationary teachers are excluded from this provision.
- (E) Any loss of salary by a teacher re-employed, as a result of being reinstated following a dismissal hearing, shall be paid to the teacher within ten (10) days of his/her reinstatement.
- (F) Any teacher hired as an out-of-field teacher in accordance with Article IX sections (A) and (B) or any teacher voluntarily being reassigned as an out-of-field teacher, who is out-of-field one-half (1/2) time or more, who fails to gain in-field certification, and has not completed six (6) hours of required courses in the out-of-field assignment shall be terminated if no open position exists for which they are certified. If a position for which they are certified is open the teacher (who has been rehired in April for the next year) will be placed in that position. Documentation, within thirty (30) days of completion, of at least six (6) semester hours (or the equivalent toward the appropriate certification taken within one (1) calendar year from date of initial appointment to the out-of-field assignment and each calendar year thereafter until all course requirements are completed for the appropriate certification.) taken after September 1 shall be presented prior to pre-planning of the following year.
- (G) Disciplinary action may not be taken except for just cause. This provision excludes probationary employees.

ARTICLE XVII **TEACHER EVALUATION**

The parties recognize that assessment is something that is done with a teacher and not to a teacher. The parties further recognize the importance and value of developing a procedure for assisting and assessing the progress and success of the newly employed and experienced personnel. The Suwannee County Schools Instructional Personnel Assessment Plan shall be approved by the School Board annually.

Procedures, as approved in the Plan shall be followed by all parties. All parties shall be afforded the opportunity to evaluate the implementation of the Plan, annually, and make recommendations for improvements. A task force comprised of three (3) members appointed by the Superintendent and three (3) members appointed by the President of the Union shall serve the purpose of reviewing the Plan and making

INSTRUCTIONAL AGREEMENT 2016-2019

specific recommendation(s) for change as needed. Such recommendation(s) shall be presented to the Superintendent and the President of the Union.

- (A) All observations of teachers for purposes of evaluations including the use of audio and/or video recording devices shall be conducted openly and with full knowledge of the teacher. Intercoms and other such listening devices are prohibited for evaluation purposes.
- (B) Any conference or hearing with a teacher regarding discharge, demotion or other change in the teacher's assignment or status shall be conducted in a manner so as not to abrogate the teacher's rights according to the Florida School Law or the provisions of this Agreement.
- (C) Each teacher shall have the right, upon request, to review and reproduce the contents of his/her personnel file. A representative of the Union may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file.

The report of the Task Force shall be used as a basis for any alterations in the manner or form of employee evaluations.

ARTICLE XVIII **VACANCIES AND PROMOTIONS**

- (A) SUBSTITUTE TEACHERS with certification in a subject area and/or grade level shall be considered for assignment when a substitute is required for that subject and/or grade level.
- (B) Any teacher employed to fill a partial year vacancy (more than thirty (30) consecutive school days) shall be certified and shall be assigned only to a position with the scope of his/her teaching certificate. Such teachers shall be placed at the appropriate step of the regular teacher's salary schedule as of the date of his/her assignment as a regular teacher.
- (C) When such certified teachers cannot be obtained as specified in "B" above, an appropriate substitute may be employed.
- (D) All openings for regular and extra-compensation positions, both teacher and administrative positions, shall be posted by the Superintendent and/or his/her designee. These notices shall be posted in the offices and faculty rooms of all schools; and shall include job description (including grade level, subject level and school), effective date of vacancy, kind of certificate necessary and information concerning securing, and deadline for filing of, the application.

INSTRUCTIONAL AGREEMENT 2016-2019

- (E) Applicants for positions described in Section "B" or Section "D" above must be certified, when certification is a requirement in the job description, for the position, or the applicant's credits must be acceptable for certification. Any qualified person may apply and all applications will be given consideration.
- (F) The applicant can secure the application from the principal's office or from the personnel office. Any applicant on file may be updated. The principal who is to evaluate the applicant shall, when possible, be a member of the interviewing committee which recommends the hiring of the applicant.
- (G) Selection shall be based on the needs of the school system, the applicant's ability to relate to others, personality and character, academic background, teaching experience in the district and a personal interview. All qualifications being equal, preference shall be given to applicants from within the school district.
- (H) During the summer months when the regular school calendar is not in operation or on an emergency basis during the regular school year, a position vacancy may be filled on a temporary basis until the procedures of this Article can be followed.
- (I) All teacher vacancies and administrative vacancies shall be posted as "In-house" (only current employees may apply) for three (3) working days. If no applicant is selected from the "In-house" posting, then notices shall be posted for five (5) working days. Vacancy notices will be posted in at least one (1) school office and one (1) teacher lounge per school. The Superintendent and/or his/her designee shall notify all candidates for posted vacancies by telephone or letter of their selection, or non-selection, for interviews. Interviews shall be completed and interviewed applicants shall be notified of his/her approval or rejection by the Superintendent and/or his/her designee within ten (10) days of the Superintendent's decision for recommendation.

This notice provision does not apply to temporary positions. In such cases, the Union president will be notified prior to the posting.

ARTICLE XIX **REDUCTION IN TEMPORARY AND PERMANENT PERSONNEL**

In the event the Board determines that the teaching staff must be reduced, the Board shall give written notice to the Union before implementing such reductions. Such reductions of the teaching staff shall not be arbitrary or capricious, shall not deprive teachers of other rights conferred by this Agreement or Laws of Florida and the United States, and shall be capable of uniform application. Such reductions in the teaching staff shall be implemented only upon showing of adequate evidence that such reduction is necessary. Such reduction, when possible, shall be accomplished by: (1) attrition and (2) lay-off of temporary personnel. When not possible, the following procedure shall be controlling if a reduction in the teaching staff is still determined to be necessary.

INSTRUCTIONAL AGREEMENT 2016-2019

(A) ATTRITION:

1. The Board shall try to meet such reduction of personnel with normal attrition through retirement. If it becomes necessary to make further reductions, the Board shall actively encourage all persons eligible for full retirement. When a teacher is eligible for full retirement and reduction of personnel is still necessary, then and only then would he/she be laid off in preference to a lessor senior teacher with permanent status.
2. Any teacher who would have qualified for retirement during the reduction year, and has at least five (5) years continuous local teaching experience shall be permitted to teach that year so as to acquire needed service.

(B) LAY-OFF:

1. Permanent teachers in each affected subject area or grade level, having the longest uninterrupted service in the district (except as in Subsection (A) 1.) shall be the last in his/her subject area to be laid off, except voluntary or involuntary transfers or reassignments would be considered as uninterrupted service in the previous assignment if the teacher has been certified in such previous assignment.
2. Where the length of service is the same, the permanent teacher with the highest objective qualifications and/or best performance record within his/her subject area or grade level will be retained.
3. If lay-offs are to occur, a seniority list, in accordance with the preceding requirements, shall be prepared by the Board and a copy thereof given to the Union.

(C) RECALL:

1. Teachers shall be recalled first in inverse order of lay-off.
2. No new teachers shall be hired in a laid-off teacher's subject area and/or grade level until all certified and fully approved laid-off teachers from that subject area and/or grade level have been recalled or have declined or failed to accept recall.
3. For the purpose of this Article, service shall not be deemed to be interrupted by any leave granted and approved pursuant to this Agreement.

- (D) In the event of lay-off pursuant to this section, a leave of absence without pay may be granted to any teacher affected by this reduction. During said leave of absence, such teacher's seniority will remain unbroken and his/her accumulated

INSTRUCTIONAL AGREEMENT 2016-2019

leave days shall not be cancelled but shall remain credited to him/her pending his/her return to a teaching assignment in the district.

- (E) Any permanent teacher subject to lay-off pursuant to a reduction in the teaching staff, who is not eligible for retirement, shall upon his/her demand, be given the opportunity in a hearing before the Board, to challenge such action.

ARTICLE XX **STUDENT AND INTERN TEACHER ASSIGNMENTS**

Assignment of an intern or student teacher to a supervisory teacher shall be made only with the voluntary consent of the supervisory teacher. Teachers shall be assigned no more than one (1) intern and/or student teacher per school year and may use such student supervision for extension of certificates in accordance with 6A-4.05(2)(a) of Florida State Board of Education Administrative Rules.

ARTICLE XXI **IN-SERVICE TRAINING**

- (A) The Professional Development Council (PDC) shall be comprised of teachers, school-related personnel, administrators, and other individuals as provided for in the procedures of the Suwannee County PDC Center in accordance with F.S. 1012.98. Membership on the PDC council shall include peer-elected representatives to include at least fourteen teachers and two school-related representatives; at least nine representatives appointed by the Superintendent to include administrator, health, business, parent and community representatives; and, a representative appointed by the UTSC. Membership guidelines and procedures are outlined in the Suwannee Professional Development Council By-Laws.
- (B) The Suwannee PDC shall develop goals and procedures, review and assess the annual needs assessment, assist in the development of the Master Inservice Plan, organize the Teacher of the Year/School-Related Employee of the Year Reception and Retirement Reception, and develop/maintain the Professional Development Protocol System.
- (C) The Master In-Service Plan for Suwannee County shall be based upon the School Improvement Plans, Annual Needs Assessment, Individual Professional Development Plans, and Climate Surveys.
- (D) All salaries paid as a result of activities planned as a part of the Master Plan for In-service and/or when such activities are designated by the PDC shall be paid at the in-service rate.

INSTRUCTIONAL AGREEMENT 2016-2019

ARTICLE XXII PROFESSIONAL COMPENSATION

- (A) The basic salaries of teachers covered by this Agreement shall be in accordance with salary schedule given in Appendix A. However, the salary for Naval Junior Reserve Officers Training Corp (NJROTC) instructors shall be for a period of ten (10) months on Appendix A or for twelve (12) in accordance with minimum salaries as established in the Agreement between the Board and the Department of the Navy. Experience for NJROTC instructors shall be granted in accordance with Article XXII. Instructors shall make an annual written request for placement, prior to April 1st, for each subsequent school year. Except where specified salary schedules are negotiated, all other schedules that provide for extended time and/or separate hourly schedules shall be paid at a rate that is one hundred percent (100%) of the regular salary rate.
- (B) Fringe Benefits Program
1. The Suwannee County School Board will contribute a negotiated amount of not less than \$ 4,795.92 annually toward the individual premium for those eligible employees who elect to participate in the health insurance benefit plan. Such coverage will begin on the first day of the month following 30 days from date of hire. The School Board's contribution will discontinue upon the last day of the month in which employment ceases.
 2. The Board and the Union agree to establish a Fringe Benefits Evaluation Team (FBET) composed of five (5) members appointed by the Union and six (6) members appointed by the Superintendent. The FBET shall meet at least once annually for the following purposes:
 - a. Investigate various fringe benefits which could be beneficial to the employees covered by the agreements between the Board and the Union;
 - b. Receive informational presentations from the fringe benefit providers concerning specific fringe benefits programs; and
 - c. Formulate presentations for both the Board and the Union to be considered for negotiations and implementation.
- (C) Salaries for teachers shall be paid in twenty-four (24) equal installments. For teachers on ten (10) months contracts, checks shall be issued on the 15th day of each month and on the last teaching day of each month during the school term with two (2) additional checks issued at the end of post-planning and three (3) checks issued the last day of June. For teachers on twelve (12) months contract, checks shall be issued on the 15th day of each month and on the last duty day of each month. Summer school paychecks shall be paid on the last duty day in June and the last duty day of July. In the event the first reporting day of the work

INSTRUCTIONAL AGREEMENT 2016-2019

year is on or after August 15, the check will be distributed on the second day of pre-planning.

- (D) Credit on the salary schedule shall be given a teacher for each year of military service up to a maximum of two (2) years. A minimum of six (6) months military service shall be required to qualify for a year of service, with no credit shall be allowed unless the teacher served at least eighteen (18) months. Any teacher previously granted more than two (2) years of credit for such service shall continue to receive such credit as previously granted.
- (E) 1. For instructional personnel hired before July 1, 2011, advanced degree supplements to a higher salary level will be made upon submission by the teacher of appropriate evidence of an additional academic degree earned. If adjustments are to be made for the year in which advanced degrees are earned, notification of intent to complete such degrees shall be submitted prior to July 1st of the fiscal year for which adjustments are requested. A form shall be developed and given to each teacher during post-planning which shall be used by the teacher to provide the required notification. These adjustments shall be included in the paycheck in the month following submission of all requirements for the advanced degree. In most cases a transcript showing date of completion of degree requirements will be necessary.

2. For instructional personnel hired after July 1, 2011, advanced degree supplements will be paid in accordance with Florida Statute 1012.22. Credit for an advanced degree supplement will be given to instructional personnel in an education related field and that when that same field is included on their active FL DOE educator's certificate as a coverage area.
- (F) Athletic supplements, and all other supplements for those eligible to be in the Union, will be in accordance with the negotiated differentiated pay plan adopted by the Board. (See Differentiated Pay Plan.)
- (G) All teachers shall receive full credit on the salary schedule for all previous teaching experience in public schools in the State of Florida and teaching experience in public schools from another state. Teachers in vocational assignments shall be allowed to count up to five (5) years of work experience if four (4) years of such experience is first deducted.
- (H) Teachers shall be eligible for course reimbursements and stipends in accordance with the County Master Plan for In-service Education.
- (I) Any teacher who must use his/her personal automobile or otherwise provide his/her own transportation when on approved school district business shall be reimbursed by the Board at the rate allowed by State Law. Such mileage reimbursement shall not include routine travel to and from the teacher's home and the school to which he/she is assigned. Actual cost of other expenses incidental to travel, such as meals and lodging, when on approved school district

INSTRUCTIONAL AGREEMENT 2016-2019

business, shall be reimbursed by the Board in accordance with established policy. The use of private automobiles, for extra-curricular trips is discouraged; but, if approved by the Superintendent, the teacher's liability insurance will first be used, in the event it is necessary, and then the School Board insurance will take over, if necessary.

(J) The Board shall provide terminal pay to any teacher or to the teacher's beneficiary if service is terminated by death. Such terminal pay shall be in an amount determined by the daily rate of pay of the teacher in the final year of employment by the Board and shall be computed as follows:

1. During the first three (3) years of service in Suwannee County, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of accrued sick leave.
2. During the next three (3) years of service in Suwannee County, the daily rate of pay multiplied by forty percent (40%) times the number of days of accrued sick leave.
3. During the next three (3) years of service in Suwannee County, the daily rate of pay multiplied by forty-five percent (45%) times the number of days of accrued sick leave.
4. During the next three (3) years of service in Suwannee County, the daily rate of pay multiplied by fifty percent (50%) times the number of days accrued sick leave.
5. Thereafter, upon completion of twelve (12) years of service in Suwannee County, either (a) or (b). In the event termination is by death of the employee, the provisions of (c) below shall be followed.
 - (a) The daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave.
 - (b) When retirement is with full benefits under an approved Florida retirement system, then the daily rate of pay multiplied by one hundred percent (100%) times the number of days of accumulated sick leave.
 - (c) In the event termination is by death of the employee, payment of the terminal pay benefits to the employee's beneficiary shall be at the daily rate of pay multiplied by one hundred percent (100%) times the number of days of accumulated sick leave.

(K) In addition to the terminal sick leave pay, terminal pay benefits shall include a sum equal to his/her daily rate of pay at the time of his/her retirement or death, multiplied by the total number of his/her accrued Annual Leave days, if any.

INSTRUCTIONAL AGREEMENT 2016-2019

- (L) For employees electing to participate in the Deferred Retirement Option Program (DROP) terminal pay for accumulated leave shall be in accordance with Board Policy.
- (M) If an employee retires with full benefits under any approved Florida retirement system, the employee shall receive an additional one thousand dollars (\$1000) if such retirement is effective no later than June 30th of this fiscal year and six (6) month notice of retirement is given.
- (N) Whenever terminal pay for an individual exceeds twenty-five percent (25%) of the Base Teacher's Salary Step 0, the Board, or an individual at their discretion, shall be allowed to have terminal pay issued in three equal payments due on June 30th of each fiscal year starting on June 30th in the retirement year. If the Board chooses to pay in three equal payments, it will do so for all individuals whose terminal pay exceeds twenty-five percent (25%) of the Base Teacher's Step 0.
- (O) Deductions for personnel during the regular school term for daily absence not covered by provisions of this Agreement shall be made at the daily rate of the annual contractual salary.
- (P) All High School, Junior High School, and Elementary counselors shall be employed during the summer in accordance with recommendations of the School Principal and approved by the Board.
- (Q) The School Board agrees to pay an amount equal to the Board contribution for current employees toward single coverage medical insurance of employees who retire with thirty (30) or more years of service, and, are fifty-two (52) years of age or older at time of retirement. This payment shall continue until the employee reaches sixty-five (65) years of age or become eligible for coverage under medicare insurance coverage, or becomes ineligible for coverage under the School Board group policy for retirees.

Effective June 30, 2008, the School Board contribution for current participants will be capped at \$306.74 per month, less \$150.00 per month or the equivalent Florida Retirement System health insurance subsidy. Current participants are defined as those employees who have effectively retired by entering the Deferred Retirement Option Program (DROP) or who have directly retired from the Suwannee School District. No new retiree participants will be permitted to enter this program after June 30, 2009.

INSTRUCTIONAL AGREEMENT 2016-2019

ARTICLE XXIII PAID LEAVES

(A) SICK LEAVE:

1. Sickness or Death: Teachers shall be allowed sick leave in accordance with appropriate Florida Statutes 1012.61.
2. Personal Leave: Each school term each teacher shall be allowed six (6) days personal leave to be charged to sick leave, to be used for the teacher's personal business. A personal leave day may be used for any purpose at the discretion of the teacher. Any teacher planning to use a personal leave day or days shall notify his/her principal at least two (2) days in advance, except in case of emergency. The teacher shall suffer no loss of pay for such leave. The teacher shall not be required to give reasons for such leave, except the leave is for "Personal Reasons."
3. Religious Holiday Leave: Two (2) days each school year shall be provided for each teacher for religious holidays not otherwise provided in the school calendar. Such days shall be non-cumulative and shall be charged to sick leave provided in paragraph (1) above, provided the employee is a member of the religious faith for which the holiday was established.
4. Outside Accumulation: Accumulated sick leave acquired by a teacher in another Florida district shall be accepted by the district in accordance District School Board Policy and State Statutes.

(B) DISABILITY, ILLNESS-IN-THE-LINE-OF-DUTY LEAVE:

1. In case of disability, or illness-in-the-line-of-duty, the teacher's wages shall continue in full without reduction in accumulated sick leave if the following conditions are met:
 - a. The principal or the superintendent shall be notified as soon as the injury or illness occurs.
 - b. The teacher shall file a written claim signed by the principal or the immediate supervisor for attachment to the payroll report for the period in which the illness or injury occurs.
 - c. In case of injury, a certificate from a licensed physician may be required and, in the case of a claim relating to a contagious or infectious disease, the teacher shall file a statement from a licensed physician certifying that, beyond a reasonable doubt, the

INSTRUCTIONAL AGREEMENT 2016-2019

contagious or infectious disease was contracted at school during the time the teacher was engaged in school work.

- d. After determining that the claim correctly states the facts and is valid, the school board will approve the leave for up to ten (10) days.
 - e. Any workman's compensation payment received by the teacher while he/she is on compensable leave shall be deducted from his/her gross salary or the check received from workman's compensation shall be endorsed to the school board.
2. Any person who has previously been granted ten (10) days of illness-in-line-of-duty leave may be granted additional illness-in-line-of-duty leave by action of the board as follows:
- a. The teacher shall file a certificate signed by a licensed physician designated by the school board stating the teacher is unable to return to duty because of the injury or illness for which the initial leave was granted.
 - b. The teacher shall agree to file a medical report, at such intervals as the superintendent may direct, showing that he/she is unable to perform his/her contractual duties.
 - c. The teacher shall not engage in any type of work for which he/she will receive remuneration.
 - d. When the above conditions and requirements are met, the teacher will be allowed additional illness-in-line-of-duty leave as determined by the school board; provided that the teacher is under contract during the time of such leave and compensation.
 - e. Such additional leave shall be approved subject to the certificate in (a) above being submitted to the superintendent, for approval, prior to such leave being allowed and further that the certificate shall be dated at, or near the end of, the initial ten (10) days leave. When illness-in-line-of-duty is denied, in part or in full, the teacher may use accumulated sick leave in accordance with appropriate policies.
- (C) VERIFICATION OF LEAVE: Upon return from leave as described in paragraphs "A" and "B" above, the immediate supervisor shall provide the teacher with the necessary forms for verification of the reasons for absence. Such completed forms should be submitted to the immediate supervisor before the established date for submission of monthly payrolls. Failure to submit such forms prior to these dates shall mean a loss of pay for each such sick leave day for that month

INSTRUCTIONAL AGREEMENT 2016-2019

with such loss of pay being added back in the following month if forms are properly submitted prior to the end of the month in which the teacher returned to duty.

- (D) **SABBATICAL LEAVE:** For the encouragement of continued professional development and resulting improvement in the quality and level of experience of the teaching staff, sabbatical leaves for periods not less than one (1) term nor to exceed one (1) school year shall be granted by the Board.
1. Any certified teacher who has satisfactorily completed seven (7) consecutive years of teaching in the school district may apply for sabbatical leave.
 2. A sabbatical leave may be granted to permit a certified teacher to engage in study or research.
 3. A certified teacher who requests a sabbatical leave for study will be expected to enroll as a full-time student carrying a full load (full-time student as determined by the institution attended) of academic work at an institution of higher education approved by the appropriate accrediting agency.
 4. The applications for sabbatical leave, including a plan for study, must be submitted to the Superintendent or designee during the period from February 1st to February 28th preceding the school year for which the leave is granted. Applicants will be notified not later than March 20th as to the disposition of their application. A teacher receiving permission to take a sabbatical leave shall inform the Superintendent in writing of his/her intention to either accept or decline such leave. Such notification shall be given not later than fifteen (15) days after the applicant has been notified of approval of his/her request for leave.
 5. Not more than one (1) percent of the certified teachers represented by the Union in this Agreement may be granted sabbatical leave during any one school year.
 6. Applications for sabbatical leave will be screened by a committee to be appointed by the Superintendent. Criteria to be considered by the screening committee in reviewing applications for sabbatical leaves will include the needs of the school system, teacher needs, area and plan of study, seniority and past contributions to the school district. In all cases a teacher making application for his/her first sabbatical leave shall have preference over one who has previously had sabbatical leave. Upon the termination of sabbatical leave, a teacher shall not be entitled to another sabbatical leave until he/she has completed an additional seven (7) full years of service in the school district.

INSTRUCTIONAL AGREEMENT 2016-2019

7. If more than the designated percentage of applications are approved, a list of alternates will be established. The alternates will be ranked according to their precedence, previously established by the committee. Should any of the original choices decline his/her sabbatical leave due to a change in plans or lack of acceptance in a program, the first alternate shall be notified and considered. This process shall continue through the list of alternate-designates until all approved applications have been utilized.
 8. The teacher who takes a sabbatical leave shall agree in writing to teach three (3) years in this school district after returning from sabbatical leave. If he/she accepts another position or retires from teaching before the three (3) year period has elapsed, he/she shall repay the school district on a proportional basis, the salary paid him/her while on leave.
 9. During the year of absence of a teacher on a sabbatical leave, such teacher shall receive one-half (1/2) the beginning bachelors degree teacher salary, as if the teacher were to be in actual service. In addition thereto, the Board shall pay the contribution to the appropriate retirement system required of the person on leave computed on the salary of such person for the year on leave.
 10. The teacher, upon returning, will be returned to his/her former position or, upon request by the teacher, to a mutually agreed upon position. Such teacher shall also be advanced to the appropriate position on the salary schedule as if he/she had been in actual service in the district during the period of sabbatical leave.
- (E) Temporary duty with pay shall be granted to teachers for the purpose of participating in approved in-service activities in the County Master Plan or in accordance with plans to be funded by the individual school budget and approved by the school principal.
- (F) Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who shall be asked to testify in any arbitration or fact-finding shall be paid his/her full salary for such time. This provision excludes any personal litigation in which the employee may be subpoenaed.
- (G) The Board agrees to provide thirty (30) days leave, with pay, to be used by the Union President and/or his/her designee, provided attendance is required at all regular meetings of the Board, for the purpose of attending school board meetings, Union meetings, conferences, and conventions. This paid leave does not include per diem, travel or subsistence expense. Such approved person shall make a report of such visits, with one copy posted at each school and one copy filed with the Superintendent.

INSTRUCTIONAL AGREEMENT 2016-2019

- (H) There shall be, upon request, two (2) teachers from each school approved for personal leave with pay and no loss of sick leave to attend the funeral of any active or retired teacher of Suwannee County to act as representatives of that school. The request should be made as soon as possible. On the day of the funeral, teachers shall be allowed to leave, at the discretion of the Superintendent, to pay respects to the family and friends of the deceased.
- (I) When requests for maternity leave shall meet legal requirements for sick leave, teachers shall be allowed to use accumulated sick leave or unpaid leave in accordance with teacher requests.

ARTICLE XXIV **UNPAID LEAVES**

- (A) Any teacher required or volunteering to serve in the Armed Forces of the United States shall be granted leave, without pay, for such service to a maximum of four (4) years. A teacher returning from such leave shall be returned to employment, without prejudice, provided application for reemployment is filed between four (4) and six (6) months prior to the date of discharge or release from active military duty. If the request is for reemployment for the current year, the teacher will be returned to employment only if a vacancy exists in his/her area or certification. Such teacher shall be returned to his/her former position or to a substantially similar position and for which he/she is fully qualified.
- (B) A leave of absence for professional improvement, without pay may be authorized for any teacher, upon application, for one (1) academic year for the purpose of (1) engaging in study at an accredited university; (2) Full-time teaching in foreign or military programs; (3) cultural travel or work program related to his/her professional responsibilities; or (4) participating in exchange teaching programs in other districts, states, territories or countries. Applications for such leave shall be submitted to the Superintendent not later than sixty (60) days prior to the end of post-school planning preceding the school year for which the leave is requested.
- (C) Maternity Leave:
 - 1. Pregnancy is treated as a temporary medical condition for the purpose of leave, seniority, insurance benefits and the like.
 - 2. Pregnant employees may continue to work as late into the pregnancy as desired, provided they are able to carry out their normal duties.
 - 3. A teacher adopting a child less than one year old shall be entitled, upon request, to a leave, without pay, to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving

INSTRUCTIONAL AGREEMENT 2016-2019

such custody if necessary in order to fulfill the legal requirements for adoption.

- (D) A leave of absence, without pay, up to one (1) year, may be granted to any teacher, upon application, for the purpose of serving full-time, paid office of a national or state professional education organization. Upon return from such leave, the teacher shall be returned to his/her former position or to a substantially similar position satisfactory to the teacher and for which the teacher is fully qualified, and shall be placed on the salary schedule with no credit for such leave.
- (E) A leave of absence, without pay, for up to one (1) year may be granted to any teacher, upon application, to campaign for, or serve in, a public office. Upon return from such leave, the teacher shall be returned to his/her former position or to a substantially similar position satisfactory to the teacher and for which the teacher is fully qualified, and shall be placed on the salary schedule with no credit for such leave. A teacher who is serving in a public office may be granted, upon application, personal leave without pay for up to two (2) days per month.
- (F) Instructional personnel on approved leave of absence shall notify the Personnel Office in writing, at least sixty (60) days prior to the termination of their leave, of their intention to return to work. Failure to notify may result in immediate termination of approved leave.

ARTICLE XXV **SCHOOL CALENDAR**

- (A) The school calendar shall not exceed one hundred ninety-six (196) teacher duty days or one hundred eighty (180) student attendance days.
- (B) The calendar shall provide for six (6) paid holidays as identified on the calendar.
- (C) All ten (10) and eleven (11) months instructional personnel whose duty days are 196 days for ten months and 216 for eleven month will be provided six (6) paid holidays as identified on the school calendar.
- (D) The Board and the Union agree to establish a calendar committee of 10 employees comprised of five (5) appointed by the Union and five (5) appointed by the Superintendent. This committee will develop a calendar and recommend it to the Superintendent.

INSTRUCTIONAL AGREEMENT 2016-2019

ARTICLE XXVI **EMERGENCY SCHOOL CLOSING**

- (A) All of the schools and school offices in the school system will be open on all regularly scheduled days unless closed by the Superintendent because of an emergency.
1. When an emergency confronts the school, notification of the closing of schools will be released for broadcast over WQHL radio station no later than 7:00 A.M.
 2. When the schools are not officially closed because of an emergency but severe inclement weather prevents a teacher from reporting for duty, such absence shall not result in a loss of pay to the teacher if such absence is charged to personal leave.
 3. When the schools are dismissed early because of inclement weather or any other emergency, all teachers shall be dismissed fifteen (15) minutes after all students vacate the school campus.
- (B) Nothing in this Article shall require the School Board to keep schools open in the event of severe inclement weather, or when otherwise prevented by act of God, or health epidemics; and nothing shall require teachers to report for duty when schools are closed under such circumstances. Such notice of school closing shall be given as far in advance as possible.
- (C) Five (5) days shall be included in the school calendar as possible make-up days. If any of these days are needed, a representative of the Board and a representative of the Union will meet to decide which day(s) to use first. These days, if needed, will not alter other calendar days.

ARTICLE XXVII **MAINTENANCE OF STANDARDS**

- (A) The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior notification to the Union.
- (B) Within five (5) duty days after beginning initial employment, or beginning a change in job classification, each such member of the teaching staff will receive a copy of their job description.

ARTICLE XXVIII-1
SICK LEAVE BANK

A. Purpose

In order to provide employees emergency sick leave for illness or injury beyond that available under provisions governing sick leave, the SICK LEAVE BANK has been established.

B. Eligibility

Any full time employee shall be eligible for voluntary participation in the sick leave bank after one (1) year from the date of initial employment with the school system, provided that such employee has accrued a minimum of six (6) sick days. Enrollment in the sick leave pool program will be accepted during September 1 through the 15th of each school year. Employees must wait thirty (30) days after initial enrollment before being eligible to withdraw days from the sick leave bank.

C. Contributions

During initial enrollment period, new participating members shall contribute one (1) day of sick leave during the enrollment period. Each participating member shall contribute one (1) day each time the bank is depleted to 10 days. Said contributions shall be made one (1) month following the depletion occurrence, at which time members will be notified of the need for an additional day and be given the option to contribute the day, withdraw from the bank or shall be allowed to contribute one day immediately when a sick leave day is earned. The Sick Leave Bank Committee shall not grant days in excess of the balance of days in the bank. Sick leave days donated to the bank by an employee will not be returned to the employee except as provided for in this Article.

D. Any sick leave days withdrawn from the bank by a participating employee must be used for said employee's personal illness, accident, or injury of a medically catastrophic nature. The employee must make application to the sick leave bank in order to receive sick leave benefits. Employees must provide medical documentation stating illness and lack of ability to perform assigned duties. Employees not properly certificated to perform duties shall be ineligible to draw from the sick leave bank.

E. No employee shall be eligible to draw more than forty-five (45) days from the bank for any one illness or injury or complications thereof. The number of hours will be equal to the hours that make up an employee's work day. Fragmentary sick leave days in excess of sick leave will not be honored by the Sick Leave Bank Committee unless the request is for the same illness, accident or injury. After an employee's accumulated sick leave has been exhausted and any donated by a family member also has been exhausted, the employee will be eligible to draw from the bank only for approved absences of ten (10) continuous days or more.

INSTRUCTIONAL AGREEMENT 2016-2019

- F. Any employee withdrawing sick leave days from the bank shall not be required to replace those days except as a regular contributing member of the pool.
- G. A participating employee who chooses to no longer participate in the Sick Leave Bank shall not be eligible to withdraw any sick leave already contributed to the bank.
- H. Should the membership in the bank fall below ten (10), the Sick Leave Bank shall be automatically dissolved. Such days remaining shall be equally proportioned to the remaining participating members, provided that no participating member may receive more than the days he/she contributed.
- I. All requests for withdrawal of days from the Sick Leave Bank shall be addressed to the Sick Leave Bank Committee on an official form provided for this purpose. The decision of the committee shall be final.
- J. The Board, after consulting with the Association, shall establish procedures for identifying and recording contributions to the pool and for complying with applicable governmental regulations and/or associated record keeping.
- K. A notification letter will be sent to applicants informing them of their acceptance or rejection into the sick leave pool. Participating members will also be notified when they are no longer a member of the pool.
- L. Sick Leave Bank Committee

The Sick Leave Bank Committee (SLBC) shall have four (4) members. The Association shall select two (2) members and the Board shall select two (2) members. The Superintendent or designee and the Association President or designee shall be members of the SLBC. Teacher members shall hold Continuing Contract or Professional Services Contract status. Education Staff Professionals shall hold non-probationary status. Vacancies on Sick Leave Bank Committee shall be filled by the party for whom the vacancy exists.

M. Committee Responsibilities

1. The Sick Leave Bank Committee, by majority vote, shall determine the Rules and Procedures of the Sick Leave Bank and shall have the authority to amend them when necessary.
2. The Sick Leave Bank Committee shall review all withdrawal applications. It will approve or deny each request.
3. Denials will be fully explained in writing.
4. A minimum of three (3) committee members' signatures will be required for all approvals or denials.

INSTRUCTIONAL AGREEMENT 2016-2019

Alleged abuse of the use of the Sick Leave Bank shall be investigated by the Superintendent with the assistance of the Sick Leave Bank Committee. Any finding of wrongdoing shall result in the employee being required to repay all sick leave credits drawn from the bank. Refusal on the part of the employee to repay said credits shall be grounds for termination. Other appropriate disciplinary action may be taken by the Board even if the employee provides repayment to the pool.

ARTICLE XXVIII-2 **EMPLOYEE LEAVE SELL BACK OPTION**

A. Purpose

To provide an employee leave sell back option as an attendance incentive.

B. Eligible Population

All employees that are classified as full time and that have accumulated at least 20 days of sick leave.

C. Program Parameters

Beginning July 1, 2016, eligible employees shall be able to sell back up to 5 days of sick leave time, twice per year, at 80% of the daily rate of pay as described below, in accordance with Florida Statute 1012.61.

D. First Semester Sell Back Option

Eligibility for this option includes employees that have accumulated at least 20 days of sick leave and used no more than 2 days of sick leave or personal leave during the time period of July 1st through October 31st. During the first week of November, eligible employees wishing to participate should fill out the employee leave sell back form, indicating the number of days up to a maximum of the equivalent of 1-5 days to be sold back to the district and deducted from the employee's accumulated leave. The district shall pay the employee through payroll, the amount for the days sold on the last payroll for the month of November.

E. Second Semester Sell Back Option

Eligibility for this option includes employees that have accumulated at least 20 days of sick leave and used no more than 2 days of sick leave or personal leave during the time period of November 1st through April 30th. During the second week of May, the eligible employees wishing to participate should fill out the employee leave sell back form, indicating the number of days up to a maximum of the equivalent of 1-5 days to be sold back to the district and deducted from the employee's accumulated

INSTRUCTIONAL AGREEMENT 2016-2019

leave. The district shall pay the employee through payroll, the amount for the days sold on the last payroll for the month of June.

F. Attendance Incentive Pay

Those employees that meet sell back requirements for sell back periods shall be eligible for outstanding attendance incentive pay equal to 2 days of pay at the conclusion of the current school year.

G. Exempt absences that do not affect incentive eligibility

- Temporary Duty Elsewhere
- Jury Duty
- Annual leave (12 month employees)
- Sick leave used for the death of an immediate family member
- Employees that took Board approved Family Medical Leave (FMLA) during either of the two calculation periods
- Leave for union or negotiation activities
- Worker's Compensation leave
- Situations in which administration requested an employee be on paid leave/administrative furlough for the purposes of conducting a short term investigation, which did not lead to employee discipline, would not be penalized from eligibility.

H. Disqualifying events

- Suspensions either paid or unpaid, would disqualify the employee from the sell back option and the bonus for the fiscal year. Employees that are completely exonerated would maintain eligibility.
- Employees that separate service, either voluntary or involuntary, during the calculation periods are not eligible.

ARTICLE XXVIII - 3 **DONATING SICK LEAVE**

Donation of Sick Leave

Transfer of sick leave to any other district employee: An employee may transfer earned sick leave to any district employee for their use in cases of injury or illness.

1. Such transfer of leave is separate from the District Sick Leave Bank.

INSTRUCTIONAL AGREEMENT 2016-2019

2. Any employee who is a recipient of donated sick leave, other than a family member (spouse, child parent or sibling), must provide medical documentation from the treating physician of the illness or injury along with a written request for leave to be transferred.
3. The receiving employee must use all of their accrued sick leave before using donated sick leave.
4. Any employee who donates sick leave to another employee, other than a spouse, child, parent or sibling, must maintain a minimum of five (5) sick days in their own district account.
5. All unused transferred sick leave shall be returned to the employee who donated it.

ARTICLE XXIX – GUARDIAN PROGRAM

(A) Guardian Program

Employees that volunteer to be a part of the Aaron Feis Guardian Program shall be covered by a minimum of \$1,000,000 liability insurance at no cost to the employee/Guardian.

Employees who volunteer for the Guardian Program shall have access to grief counseling not available through the Employee Assistance Program (EAP) when such counseling is needed in relationship to their Guardian duties. This grief counseling will be at no cost to the Guardian.

Trainings related to the professional development required for the Guardian Program, and the cost of ammunition and firearms, shall be at no cost to the Guardian.

All test results related to psychological screening, will be held confidential by the Sheriff's Department to the extent authorized by law.

(B) Employee Use of Firearms

Employees who fulfill their role as a Guardian shall not be subject to discipline to by the Suwannee County School District. They shall be entitled to due process rights in accordance with the collective bargaining agreement (CBA).

In the event that an employee acts in his/her role by pulling or discharging a weapon, the employee will be placed on administrative leave in order to provide time for investigation by appropriate law enforcement agencies.

INSTRUCTIONAL AGREEMENT 2016-2019

ARTICLE XXX
TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2016, and shall continue in effect through June 30, 2019. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In addition, it is expressly understood that portions of this Agreement may be opened for re-negotiations in the following manner:

1. Article XXII;
2. One (1) Article chosen by each party, if desired;
3. Items of mutual agreement; and,
4. Conditions of employment changed by Legislative action.

Re-openers shall commence between March 15th and April 1st of each year during the life of this Agreement.

**UNITED TEACHERS OF
SUWANNEE COUNTY**

**SCHOOL BOARD OF
SUWANNEE COUNTY**

President

Board Chairman

Vice-President

Superintendent

Secretary

Board Member

Treasurer

Board Member

Executive Council Member

Board Member

Executive Council Member

Board Member

Executive Council Member

Chief Negotiator

Chief Negotiator

INSTRUCTIONAL AGREEMENT 2016-2019

INSTRUCTIONAL

SALARY SCHEDULE FOR 2016-2019 GENERAL INFORMATION

1. Employees will receive their checks in accordance with the *Agreement Between the United Teachers of Suwannee County & The School Board of Suwannee County*, Article XXII (C), Professional Compensation.
2. The Suwannee County School Board will contribute \$ 399.66 per month for a total of \$4,795.92 annually toward the individual coverage of all eligible employees with coverage to begin on the first day of the month following 30 days from the date of hire. Coverage will be discontinued upon the last day of the month of which employment ceases.
3. Professional Development Council Instructional members will receive \$10.00 per hour for approved special meetings. Instructional participants in PDC in-service activities will receive \$10.00 per hour. Professional Development Council Education Staff Professional members will receive \$7.25 per hour for approved special meetings. Education Staff Professional participants in PDC in-service activities will receive \$7.25 per hour.
4. When reimbursement comes from other counties or state sources for activities described in 3 above the total amount shall be paid.
5. Except where specified salary schedules are approved to cover full, part-time, or substitute employment, the following shall determine the rate of pay:

“All schedules that provide for extended time and/or separate hourly schedules shall be paid at a rate that is 100% of regular salary rate”

This stipulation shall be used primarily to determine the hourly rate for extension of regular hours, employment for extra assignments, and extra duty days of employment beyond the contracted period identified in the appointment or re-appointment by the school board. Salary calculations for extra assignments shall be based on the general classification of such assignments. This provision shall take effect beginning with summer school for 2003-2004.

6. Performance Salary Schedule – Instructional Unit

To be compliant with Florida Statute 1012.22(5), the Grandfathered Salary Schedule for Teacher & Social Worker, Appendix A, shall be the placement schedule for employees on the performance salary schedule.

- a. Effective July 1, 2014, employees on the grandfathered schedule that move to performance salary schedule, will be placed at the level consistent with their years of experience and that salary becomes their base.

INSTRUCTIONAL AGREEMENT 2016-2019

- b. Effective July 1, 2015, employees on the performance salary schedule, with a complete and final 2013-2014 evaluation from Suwannee County, will receive an adjustment based upon their evaluation for effective or highly effective ratings.
- c. Effective July 1, 2015, employees on the performance salary schedule without a complete and final evaluation from Suwannee County in the prior year, will advance one level on the placement schedule.
- d. The value of effective and highly effective adjustments will be negotiated annually in accordance with Florida law.
- e. The window for opting into performance pay from the grandfathered salary schedule is agreed to occur by the end of the first semester or 30 days after the finalized evaluation, whichever is later.

INSTRUCTIONAL

TEACHER & SOCIAL WORKER SALARY SCHEDULE 2016-2017

YEARS	BACHELORS
0	35930
1	36630
2	37330
3	38030
4	38730
5	39480
6	40230
7	40980
8	41730
9	42480
10	43480
11	44480
12	45480
13	46480
14	47480
15	48480
16	49480
17	50480
18	51480
19	52480
20	53480
21	54480
22	55480
23	56480

Teachers on 11 (216 days) or 12 months contract will have 10% of the above 196 days salary added for each month for the remainder of the contract.

See reference to longevity supplement in the Differentiated Pay Plan.

Salary adjustment for additional training will be made in accordance with Article XXII (E) of the negotiated collective bargaining agreement.

ADVANCED DEGREE SUPPLEMENTS
Master's Degree add \$2,310 to Bachelors
Specialist Degree add \$2,835 to Bachelors
Doctorate Degree add \$3,750 to Bachelors

INSTRUCTIONAL

SALARY SCHEDULE 2016-2017
OTHER INSTRUCTIONAL PERSONNEL

(Attendance Officer, Coordinator of Student Guidance Services (RIVEROAK), Deans, Resource Teacher Chapter I, Resource Teacher, Teacher on Special Assignment, Coordinator Comprehensive Health and Nursing Services*, Instructional Technology Teacher.)

Regular Hours are 8:00 AM to 4:30 PM

YEARS	BACHELOR
0	45450
1	46398
2	47347
3	48294
4	49243
5	50138
6	50920
7	52030
8	53148
9	54269
10	55381
11	56496
12	57616
13	59066
14	60518
15	61966
16	63415
17	66543
18-19	67562
20	67771
21	69397
22	70462
23	71463

ADVANCED DEGREE SUPPLEMENTS

Master's Degree add \$2,310 to Bachelors

Specialist Degree add \$2,835 to Bachelors

Doctorate Degree add \$3,750 to Bachelors

Salary adjustment for additional training will be made in accordance with Article XXII (E) of the negotiated collective bargaining agreement.

Eleven (11) months shall mean 216 duty days and shall be computed as 11/12ths of the above schedule.

INSTRUCTIONAL

INSTRUCTIONAL

TEACHER SALARY SCHEDULE 2016-2017
TUTORS

MASTER'S DEGREE	\$12.00
BACHELOR'S DEGREE	10.59
3 YEARS OF COLLEGE EXPERIENCE	8.50
2 YEARS OF COLLEGE EXPERIENCE	prevailing minimum wage
1 YEAR OF COLLEGE EXPERIENCE	prevailing minimum wage
HIGH SCHOOL TRAINING	prevailing minimum wage

SUBSTITUTES FOR PART-TIME ADULT AND
PART-TIME VOCATIONAL INSTRUCTORS
TEST PROCTORS

Substitutes for part-time adult, part-time vocational instructors and test proctors shall be paid \$10.50 per hour. Employees will receive their checks on the last working day of the month.

**INSTRUCTIONAL
FOR INFORMATIONAL PURPOSES ONLY ****

SALARY SCHEDULE 2016-2017

Substitute Teacher

High School Graduate/Associates Degree	\$8.50
Bachelor's Degree	\$10.00
Master's Degree	\$12.00
Certified Teacher (serving as Teacher-of-Record)	\$20.00

Substitute Nurse

RN	\$25.00
LPN	\$16.00

(Based on pay for seven and one quarter (7 1/4) hours daily)

** The Suwannee County School Board establishes and approves the rates of pay for substitutes. These schedules are not subject to bargaining, and therefore, are not required to be negotiated.

**SUWANNEE COUNTY SCHOOL BOARD
DIFFERENTIATED PAY PLAN**

In accordance with Florida Statute 1012.22 (1) (c) (4), beginning with the 2007-2008 academic year, the Suwannee District School Board proposes a salary schedule with differentiated pay for both instructional personnel and school-based administrators. This Differentiated Pay Plan shall be included as part of the salary schedule as required by *f.s.1012.22* and is subject to negotiation as provided in chapter 447. The differentiated pay is based on district-determined factors, including, but not limited to, additional responsibilities, school demographics, critical shortage areas, and level of job performance difficulties.

I. SCHOOL-BASED ADMINISTRATORS

- A. Assignment to a school that earned a grade of “F” or three consecutive grades of “D” add \$500 supplement for each year, and continuing for at least 1 year following improved performance
- B. Principal's Leadership Academy Tier II \$1,000.00
- C. Certification as School Principal \$2,000.00
- D. Assignment to Title I School \$100.00
- E. Longevity Supplement for Grandfathered Principal and Administrator Salary Schedule (Line 6, Elementary and Middle School):
 - 1. Step 8 \$252.00
 - 2. Step 9 \$1,181.00
 - 3. Step 10 \$1,482.00
 - 4. Step 11 \$1,705.00
- F. Longevity Supplement for Grandfathered Principal and Administrator Salary Schedule (Line 4, Branford High School and RIVEROAK):
 - 1. Step 7 \$234.00
 - 2. Step 8 \$1,045.00
 - 3. Step 9 \$2,008.00
 - 4. Step 10 \$2,339.00
 - 5. Step 11 \$2,587.00
- G. Longevity Supplement for Grandfathered Principal and Administrator Salary Schedule (Line 3, Suwannee High School):
 - 1. Step 8 \$724.00
 - 2. Step 9 \$1,744.00
 - 3. Step 10 \$2,117.00
 - 4. Step 11 \$2,406.00

INSTRUCTIONAL AGREEMENT 2016-2019

H. Longevity Supplement for Grandfathered Assistant Principal Salary Schedule:	
1. Step 10	\$189.00
2. Step 11	\$954.00
3. Step 12	\$1,128.00
4. Step 13	\$1,228.00

II. INSTRUCTIONAL EMPLOYEES

A. D or F School Incentive: A non-recurring, one thousand dollar (\$1,000.00) incentive for teachers transferring to a "D" or "F" school from a higher performing school within the District. The transferring teacher must have received a very effective or outstanding performance evaluation the preceding year.	
B. Department Head/Curriculum Leader/Grade Level Chair	\$1,000.00
C. ESE Teacher: As Teacher of Record or Support Facilitation for ESE Students if ESE certification is required based on student enrollment. Shall be earned by completing one extended duty day per week (8 hours)	\$573.00
D. PECDS Mentor/New Teacher Mentor: For satisfactorily serving as a mentor teacher. NBCTE certified teachers are ineligible for this supplement if the bonus provided to them through the National Board (Program) provides for a supplement equal to or greater than \$500. In the event funding from the Program is less than \$500, National Board certified teachers who serve as mentors will be eligible for an amount which will provide for at least \$500 when combined from any amounts paid through the Program Requires approval and documentation of required mentoring hours.	\$500.00
E. Planning Period Supplement: For the voluntary surrender of a teacher's planning period to serve as teacher of record for an additional period of instruction as requested by the school principal. The supplement shall be earned based on completing an additional 30 minutes per day as plan time. The supplement is based on a sixty (60) minute period of instruction during the normal duty day and shall be prorated for varying lengths of periods. Appointments shall be made based on needs of the school, master schedule, and the voluntary acceptance of the teacher and shall not be subject to posting requirements. Travel will be reimbursed by the District if the teacher is assigned to both Live Oak and Branford Schools.	\$3,744.00 per year; \$1,872.00 per semester, \$936.00 per nine weeks
F. Reading Supplement: A one time supplement for Reading Coaches and secondary Reading Teachers who attain the Reading Endorsement or certification in Reading	\$550.00

INSTRUCTIONAL AGREEMENT 2016-2019

G. Longevity Supplement for Grandfathered Teacher & Social Worker Salary Schedule (Appendix A):

1. Step 15	\$250.00
2. Step 16	\$500.00
3. Step 17	\$750.00
4. Step 18	\$1000.00
5. Step 19	\$1250.00
6. Step 20	\$1750.00
7. Step 21	\$2250.00
8. Step 22	\$2750.00
9. Step 23	\$3250.00
10. Step 23 + 1	\$4250.00

H. Secondary Supplements

1. High School and Post-Secondary	
a. Academic Competition Sponsor	\$1,500.00
b. Agriculture Teacher (8:00-4:00 duty day, plus supervision of intra-curricular activities including sponsorship of FFA)	\$3,300.00
c. Athletic Programs and Support	
i. Athletic Director (20 teams or more) - 1 free period	\$3,300.00
ii. Athletic Director (less than 20 teams) - 1 free period	\$1,900.00
iii. Assistant Athletic Director	\$1,700.00
iv. Athletic Event Support Staff (ticket collectors, scoreboard/clock operators, etc.) (Per event. To be reimbursed by gate revenue)	\$32.00
d. Band	
i. Band Director (includes supervision of Intra-curricular activities and requires unit participation in both concert and marching band performances and competitions)	\$3,700.00
ii. Band Director (includes supervision of intracurricular activities and requires unit participation in marching band performances)	\$2,900.00
iii. Assistant Band Director	\$1,000.00

INSTRUCTIONAL AGREEMENT 2016-2019

iv. Dance Troupe Sponsor	\$1,000.00
v. Majorette Sponsor	\$1,000.00
vi. Auxillary Sponsor	\$1,000.00
e. Baseball Coach	
i. Head Baseball	\$2,500.00
ii. Assistant Baseball	\$1,200.00
iii. Junior Varsity Baseball Coach	\$1,200.00
f. Basketball Coach	
i. Head Basketball (Boys')	\$2,500.00
ii. Assistant Basketball (Boys')	\$1,200.00
iii. Head Basketball (Girls')	\$2,500.00
iv. Assistant Basketball (Girls')	\$1,200.00
v. Junior Varsity Basketball Coach (Boys')	\$1,200.00
vi. Junior Varsity Basketball Coach (Girls')	\$1,200.00
g. Bowling	\$1,400.00
h. Cheerleader Sponsor	\$1,200.00
i. CECF/BPA Advisor	\$500.00
j. Class Sponsor	
i. Senior Class	\$1,000.00
ii. Junior Class	\$1,000.00
iii. Sophomore Class	\$750.00
iv. Freshman Class	\$750.00
k. Cross Country Coach (Girls/Boys)	\$1,400.00
l. Drama Instructor (with 2 shows)	\$1,500.00
m. Football Coach	
i. Head Football Coach (30% Spring Ball/ 70% Fall)	\$4,300.00
ii. Offensive/ Defensive Coordinator (30% Spring Ball/ 70% Fall)	\$2,500.00
iii. Football Assistant Varsity (30% Spring Ball/ 70% Fall)	\$2,200.00
iv. Football-Head Junior Varsity (30% Spring Ball/ 70% Fall)	\$2,200.00
v. Junior Varsity Football Assistant (30% Spring Ball/ 70% Fall)	\$1,200.00
n. Golf Coach	
i. Golf (Boys')	\$1,400.00
ii. Golf (Girls')	\$1,400.00

INSTRUCTIONAL AGREEMENT 2016-2019

o. Home Economics Teacher including supervision of intra-curricular activities and sponsorship of FHS/FCCLA	\$1,000.00
p. HOSA Advisor	\$1,000.00
q. LPN Instructor including supervision of clinical assignments	\$3,300.00
r. NJROTC Instructor including supervision of outside activities	\$3,300.00
s. Skills USA Advisor	\$1,000.00
t. Soccer Coach	
i. Varsity Soccer (Boys')	\$2,500.00
ii. Junior Varsity Soccer (Boys')	\$1,200.00
iii. Varsity Soccer (Girls')	\$2,500.00
iv. Junior Varsity Soccer (Girls')	\$1,200.00
v. Assistant Soccer (Boys')	\$1,200.00
vi. Assistant Soccer (Girls')	\$1,200.00
u. Softball Coach	
i. Softball Head Coach	\$2,500.00
ii. Assistant Softball Coach	\$1,200.00
iii. Junior Varsity Softball Coach	\$1,200.00
v. Swimming Coach	
i. Swimming Coach	\$1,400.00
ii. Assistant Swimming Coach	\$700.00
w. Track Coach	
i. Head Track (Boys')	\$2,500.00
ii. Head Track (Girls')	\$2,500.00
iii. Assistant Coach (Boys')	\$1,200.00
iv. Assistant Coach (Girls')	\$1,200.00
x. Tennis Coach	\$1,400.00
y. Volleyball Coach	
i. Volleyball	\$2,500.00
ii. Assistant Volleyball	\$1,200.00
iii. Junior Varsity Volleyball Coach	\$1,200.00
z. Weight Lifting Coach	
i. Weight Lifting (Boys')	\$1,400.00
ii. Weight Lifting (Girls')	\$1,400.00

INSTRUCTIONAL AGREEMENT 2016-2019

aa. Wrestling Coach	
i. Wrestling	\$2,500.00
ii. Assistant Wrestling	\$1,200.00
bb. Yearbook Sponsor	\$1,200.00
2. Middle School Supplements	
a. Agriculture Teacher including supervision of Intra-curricular activities including sponsorship of FFA	\$1,700.00
b. Athletic Director	\$1,500.00
c. Band Director (includes supervision of Intra-Curricular activities and requires unit participation in band performances and competitions	\$1,500.00
d. Baseball Coach	
i. Baseball Coach	\$1,200.00
ii. Assistant Baseball Coach	\$750.00
e. Basketball Coach	
i. Head Basketball Coach (Boys')	\$1,200.00
ii. Head Basketball Coach (Girls')	\$1,200.00
iii. Assistant Basketball Coach (Boys')	\$750.00
iv. Assistant Basketball Coach (Girls')	\$750.00
v. Boys' Intramural Basketball Coach	\$900.00
vi. Girls' Intramural Basketball Coach	\$900.00
f. Cheerleader Sponsor	\$900.00
g. Football Coach	
i. Head Football Coach	\$1,750.00
ii. Assistant Football Coach	\$1,200.00
h. Soccer Coach	
i. Head Soccer Coach (Girls')	\$1,200.00
ii. Head Soccer Coach (Boys')	\$1,200.00
i. Softball Coach	
i. Girls' Softball Coach	\$1,200.00
ii. Assistant Softball Coach	\$750.00
j. Track Coach	\$1,200.00
k. Volleyball Coach	\$1,200.00

INSTRUCTIONAL AGREEMENT 2016-2019

l. Wrestling Coach	\$1,200.00
m. Yearbook Sponsor	\$750.00
I. Elementary Supplements	
a. Yearbook Sponsor	\$600.00
III. NON-INSTRUCTIONAL DIFFERENTIATED PAY	
A. CDA/FCCPC (if required for position)	\$600.00
B. Lead CDA: Shall include a 190 day contract.	\$1,200.00
C. ESE Bus Driver (out of county routes only)	12 1/2% of salary

Non-instructional personnel may also be eligible for many of the differentiated supplements listed under Section I above based on certification and other requirements for the position. However, compensation is subject to the requirements established by the Fair Labor Standards Act.

IV. LENGTH OF CONTRACT

All Differentiated Pay supplements are for a twelve (12) month period unless indicated otherwise, and include extra hours and all in-county travel except where employees are assigned to both Branford and Live Oak schools for academic purposes. Athletic supplements are for the duration of the respective season, except high school football supplements shall be paid in two (2) separate payments, based on 30% for spring and 70% for fall to employees who are contracted for less than twelve months. In the event that a sponsor or coach fails to complete the entire season or assignment, the District will pay a prorated portion of the supplement to the employee. Supplements may be shared or split by mutual agreement of the principal and coaches or sponsors.

Coaches and/or sponsors shall, in recognition of achievement, be given an increase in the amount of supplemental pay for participation in competition beyond scheduled events and beyond district level competition, if the duration of the supplement is extended. This increase shall include sponsors for cheerleading, band, and auxiliary who accompany athletic teams to competitions. Such increases shall be 10% of the base supplements for each level of advanced participation except where advancement is on a basis other than total team advancement a 5% increase shall be earned if less than 50% of eligible categories advance.

V. PART-TIME AND OTHER INSTRUCTIONAL DIFFERENTIATED PAY

The parties to this Stipulation of Agreement concur that a differentiated hourly rate schedule for full-time and part-time instructional employees may provide a long term cost savings to the district while still providing high quality instructional services to students. To implement this rate structure, the parties agree to the following:

A. There shall be established three (3) levels of hourly pay for part-time instructional positions

INSTRUCTIONAL AGREEMENT 2016-2019

predicated on the nature of the program to which the employee is assigned.

INSTRUCTIONAL AGREEMENT 2016-2019

Level 1 – Instructors in this level shall be paid a rate of thirteen (\$13) dollars per hour for instruction in self-sustaining or cost recovery programs when one of the following conditions exists; no certification is required, no funding is provided by the District, no state standards have been developed for the program or the program is classified as community education. This rate shall also be paid to instructional staff writing curriculum or conducting training or workshops.

Level 2 – These employees shall be paid a rate of twenty-two dollars and eighty-five cents (\$22.85) per hour or 100% of their hourly rate if employed by Suwannee County School Board full time, whichever is the greater, if they are assigned to (a) programs funded through Workforce Development that require teacher certification, (b) adult education or credit retrieval courses, or (c) guidance counselors assigned to Workforce Development programs.

Level 3 – Employees at Level 3 shall receive a rate of pay ranging from thirty-five dollars (\$35) per hour or 100% of their hourly rate if employed by Suwannee County School Board full time, whichever is the greater, for assignments in high skill/high wage Workforce Development funded programs in critical need areas that require teacher certification and highly specialized skills or expertise.

B. The classification of programs as Level 3 shall be determined by a committee including the president of UTSC or designee, Director of Career and Technical Education, RIVEROAK Technical College Principal and Night School Coordinator, advisory committee representatives and other administrative staff. Approved programs in this level include, but are not limited to, health related occupations training, computer programming, and precision machining.

C. Programs in Level 3 will be reviewed as needed for continued eligibility. The application and approval process will be ongoing.

D. Adjustments in hourly rates of pay for programs other than those specifically stated in this stipulation shall require mutual agreement between the parties.

VI. WELLNESS INITIATIVE COORDINATOR \$1000.00
(To be paid from the Wellness Initiative Fund)

CONTINUING MEMBERSHIP AUTHORIZATION FORM

PAYROLL DEDUCTION FORM

I hereby authorize that my membership in the United Teachers of Suwannee County be considered as continuing for this and future years unless and until written notification and dissolution of this agreement is given by me in the manner prescribed below. I further authorize that any increase in UTSC dues that may from time to time occur be automatically applied to my payroll deduction payments as agreed between the United Teachers of Suwannee County and the School Board, provided that notification of such increase will be given me by the United Teachers of Suwannee County one month prior to the beginning of said change.

Should I desire to drop any of these memberships at some future date I agree to notify the business office of the school district and the president of the United Teachers of Suwannee County.

I understand that the United Teachers of Suwannee County will notify the business office of the amount of dues for each school year and of any change that might occur during that year.

Signature: _____

Date: _____

OFFICIAL GRIEVANCE FORM

Name: _____ Home Phone: _____

School: _____ Assignment: _____

Home Address: _____

LEVEL I

A. Date Cause of Grievance Occurred:

B. Relates to Article(s): _____ of Contract or Policy _____

C. State of Grievance occurred:

D. Relief Sought:

(Signature)

(Date)

E. Disposition by Principal or other Immediate Supervisor:

(Signature)

(Date)

- 1 copy to immediate supervisor
- 1 copy to Union
- 1 copy to grievant

INSTRUCTIONAL AGREEMENT 2016-2019

OFFICIAL GRIEVANCE FORM

Name: _____ Home Phone: _____

School: _____ Assignment: _____

Home Address: _____

LEVEL II

F. Date Cause of Grievance Occurred:

G. Relates to Article(s): _____ of Contract or Policy _____

H. State of Grievance:

I. Relief Sought:

(Signature)

(Date)

J. Disposition by Principal or other Immediate Supervisor:

(Signature)

(Date)

- 1 copy to Superintendent
- 1 copy to Union
- 1 copy to grievant

OFFICIAL GRIEVANCE FORM

APPENDIX J

INSTRUCTIONAL AGREEMENT 2016-2019

Name: _____ Home Phone: _____

School: _____ Assignment: _____

Home Address: _____

LEVEL III

K. Date Cause of Grievance Occurred:

L. Relates to Article(s): _____ of Contract or Policy _____

M. State of Grievance:

N. Relief Sought:

(Signature)

(Date)

O. Disposition by Principal or other Immediate Supervisor:

(Signature)

(Date)

- 1 copy to Board
- 1 copy to Union
- 1 copy to grievant

OFFICIAL GRIEVANCE FORM

APPENDIX J

INSTRUCTIONAL AGREEMENT 2016-2019

Name: _____ Home Phone: _____

School: _____ Assignment: _____

Home Address: _____

LEVEL IV

P. Date Cause of Grievance Occurred:

Q. Relates to Article(s): _____ of Contract or Policy _____

R. State of Grievance:

S. Relief Sought:

(Signature)

(Date)

T. Disposition by Principal or other Immediate Supervisor:

(Signature)

(Date)

- 1 copy to arbitrator
- 1 copy to Union
- 1 copy to grievant

Notice from the UTSC to All Bargaining Unit Members*

INSTRUCTIONAL AGREEMENT 2016-2019

The rights and benefits of this Agreement were negotiated to improve the working conditions and employment status of the instructional personnel in the Suwannee County School System. Should a violation of this Agreement occur, the United Teachers of Suwannee County, Instructional Chapter, Local #3165, American Federation of Teachers, AFL-CIO, Florida Education Association/United should be notified immediately. Members of the United Teachers of Suwannee County, Instructional Chapter, will be fully represented and assisted in the resolution of any grievance. Pursuant to the provisions of the Florida Collective Bargaining Law, Chapter 447, Florida Statutes, **Non-Members** will not be assisted or represented by the United Teachers of Suwannee County, Instructional Chapter, in any contract violations, employment condition or status dispute or unfair labor practice.

*This notice is a notice from the United Teachers of Suwannee County and is not a negotiated part of this Agreement.