## WCEA

**Washington County Education Association** 

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# **WCSB**

**Washington County School Board** 

# Master Teacher Contract



2015-2018

School Board Approved on February 8, 2016

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#### **PREAMBLE**

This Agreement, entered into this 8<sup>th</sup> day of February, 2016, by and between the School Board of Washington County, Florida, hereinafter called the "Board," and the Washington County Education Association, bargaining on behalf of all teachers, hereinafter called the "Association."

#### WITNESSETH

WHEREAS, the Board and the teachers recognize and declare that providing a quality education for the children of Washington County Public School System is their mutual aim, and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve teaching standards, and

WHEREAS, the Board has agreed to negotiate in good faith with the Association as the exclusive representative of its teaching personnel with respect to salaries, hours and all other terms and conditions of employment and now, having reached agreement on all such matters, desires to execute this contract covering such agreement, and

WHEREAS, the Board and Association, following extended and deliberate negotiations, have reached certain understandings which they desire to confirm in this Agreement,

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

## **ARTICLE I**

#### Recognition

- 1.1 The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certified personnel. Such representation shall exclude the superintendent, supervisors, coordinators, county level directors, all non-instruction personnel, non-certified personnel, principals, assistant principals, teacher aides, and business managers. The term "teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining unit.
- 1.2 The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement:
- 1.3 The Board further agrees that all Association rights and privileges negotiated in this Agreement shall be exclusively for the Association, as defined by Article II.
- 1.4 This Agreement shall constitute a statement by the Board and the Association, of the wages, hours, and terms and conditions of employment covered under this contract. This contract, therefore, may not be altered nor amended during the term of its existence, except by mutual agreement by both parties.
- 1.5 Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provision shall automatically be modified by mutual agreement of the Board and the Association 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 modified provision.

## **ARTICLE II**

#### **Association Rights**

- 2.1 The Association shall have the right to post notices of activities and matters of Association concern on a specifically assigned bulletin board in each school and shall be responsible for policing the assigned bulletin board. The association will have the use of the teacher mail boxes and electronic mail for communications to teachers regarding meetings, legislative and bargaining updates, and other educational uses.
- 2.2 The Association will be placed on the agenda of any Board meeting, upon request by the Association. The deadline will be the same as established by the Board for all other parties. The Association shall be placed on the agenda of any special Board meeting provided that the Association makes written request to the Superintendent within one day (24 hours) after announcement of such meeting.
- 2.3 The Association Faculty Representative will be given an opportunity at the conclusion of each faculty meeting to present brief reports and announcements to its members or other interested persons.
- 2.4 The members of the Association shall have the right to hold meetings in the school buildings and shall not be denied the right to use school equipment at reasonable times and in accordance with established policies in each school, and provided use is first scheduled with the school principal. The members of the Association shall accept full responsibility for the cost damages, materials and supplies incidental to such use.
- 2.5 Employees required at the direction of the Superintendent or the Board, in writing, to attend Board meetings during regular working hours shall be granted temporary duty leave with pay and a substitute.

- 2.6 The Association will be allowed use of the Public Address System before or after the student day. Such announcements will be made by the Principal or his designee. Such use will be for official Association business only.
- 2.7 At any time during the contract period, a teacher may authorize dues deduction by presenting, no later than the 20<sup>th</sup> of the month, a membership form to the employer. This card shall specify the annual amount to be divided into equal installments. The amount specified will be deducted from the remaining paychecks. Dues shall be forwarded to the Association within ten (10) days after payday.

Authorization for dues deduction is revocable upon written request by the teacher thirty (30) days prior to the effective date.

The Association and members of the bargaining unit agree and accept the insertion of a Save Harmless Clause on the Association Dues membership form. Said clause will read as follows:

The Association and members of the bargaining unit shall indemnify and save the Board harmless against and from any and all claims, demands, and suits, other forms of liability that may arise out of or by reason of action taken, or not taken, by the Board for the purpose of complying with this request.

- 2.8 Teacher delegates shall be assigned temporary duty elsewhere to attend the Florida Education Association; (FEA) Annual Convention provided the Association reimburses the School Board the cost of substitutes. Teacher delegates shall be defined as those elected delegate positions allotted by FEA.
- 2.9 The Board packet will be emailed/delivered to the Association at the same time it is mailed/delivered to Board members. Additional public information documents will be made available as presented to the Board. The Association President or Designee will receive a copy of all postings made by the board at the time the postings are sent to the school centers or at the time the board posts the item/s.
- 2.10 The Association President or designee may be granted, upon requests, temporary duty leave to attend Board meetings. The

Association shall reimburse the Board for substitutes. The Association President or his designee may leave his/her work station at the close of the pupil day to attend any Board meeting, countywide committee meeting, or grievance hearing. The Association President or his designee/designees, not to exceed four (4) per trip, may attend conference or legislative activities with prior approval by the Superintendent, if the Association reimburses the Board for substitute pay.

2.11 Members of the Bargaining Unit will serve on the following county-level committees: calendar, insurance, supplements and any other county level committee formed during the term of this Contract that impacts on working conditions, hours and wages of bargaining unit members. Where possible, members of the Association will constitute a majority of the members of the Bargaining Unit serving on any committee. The committee members will be appointed by the Association President.

Those teachers serving on committees defined by this article shall be assigned TDE to attend committee functions and shall receive mileage as provided by Article 19.8.

2.12 A one-year leave of absence, without pay, shall be granted to any teacher upon application for the purpose of serving as a full-time, paid officer of the state or national affiliate of the Association. Said teacher may apply for a year's extension of the original leave as provided by 6A-1.080 SBR.

## **ARTICLE III**

## **Teacher Rights**

3.1 The Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under code of law of the State of Florida, the Board undertakes and agrees that it will not, directly or indirectly, discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by this agreement, Laws of the State of Florida or the Constitution of Florida and the

Constitution of the United States, that it will not discriminate against any with respect to wages, hours, terms, or conditions of employment by reasons of memberships in the Association, participation in any activities of the Association, or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- 3.2 Nothing contained herein shall be construed to deny or restrict any teacher rights under the Florida school laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- 3.3 Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, saving bonds, insurance, or any other plans or programs approved by the Board.
- 3.4 With respect to all sums deducted by the Board pursuant to authorization of the employee, the Board agrees to disburse said sums in accordance with current accounting procedures.
- 3.5 All deductions to the credit union will be forwarded on the same day payroll checks are scheduled to be distributed to employees.
- 3.6 The teachers will be entitled to full rights of citizenship and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- 3.7 The Board agrees to make available to any teacher or to the Association, information that is designated by statutes as public information.

## **ARTICLE IV**

#### **Negotiations Procedures**

- 4.1 In any negotiations described in the Agreement, neither party shall have any control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the members of the bargaining unit voting, and the parties mutually pledge to bargain in good faith as defined by chapter 447.203 (17), F.S. Throughout negotiations, all tentative agreements shall be signed by representatives designated by each party.
- 4.2 Following tentative agreement of the Contract, the Board agrees to print rough draft copies for the Association to distribute to all members of the bargaining unit for the purpose of ratification, and final copies after ratification for each member. The final cost of printing shall be shared equally by the Board and the Association.
- 4.3 Subsequent collective bargaining negotiations shall begin no later than July 1 of the year in which the contract ends.

## ARTICLE V

#### Grievance Procedures

#### **Definitions**

- 1. Grievance: A "grievance" is a claim based on an event or condition which affects the welfare or conditions of employment of a teacher or a group of teachers as pertains to this Agreement and/or the interpretation, meaning or application of any of the provisions of this Agreement.
- 2. Grievant: A "grievant" is defined as the person(s) or the Association making the claim, and any person who might be required to take action or against whom action may be taken in order to resolve the claim.

3. Building Manager/Supervisor: A "Building Manager/Supervisor" is defined as the person in the chain of authority to whom an individual is primarily responsible.

#### **General Provisions**

- 1. The purpose of the procedure is to secure at the lowest possible administrative level, equitable solutions to grievance, which may from time to time arise.
- 2. Nothing contained herein shall be construed as limiting the right of any individual teacher having a problem to discuss the matter informally with his/her immediate supervisor in an effort to have the problem adjusted without intervention of the Association. However, in any case where the aggrieved person raises the grievance which affects a group or class of teachers the aggrieved party shall notify the Association of the grievance and the Association shall be given the opportunity to be present at such adjustment and to state its view.
- 3. All grievance meetings will be held at such time and place to enable all parties to fully participate in the process. This time will usually be after school hours.
- 4. All documents, communications and records dealing with the processing of a grievance will be treated as confidential files maintained by the Administration and the Association insofar as the same can be kept confidential while at the same time meeting all requirements of the "sunshine law" and "public documents law".
- 5.1 Any claim by a teacher, a group of teachers, or the Association that there has been a misinterpretation or misapplication of any provision of this written agreement or Board Policy that affects instructional personnel's wages, hours, or terms and conditions of employment which is consistent with the terms of this Agreement shall be grievance. If the grievance involves any of the rights

- granted to the Association, the grievance may be filed by the Association directly to Step II.
- 5.2 The grievant shall be allowed to appoint an Association representative, at no cost to the Board, to be present for all meetings, hearings, appeals, or other proceedings relative to any grievance which has been formally presented, and no teacher may be required to discuss any grievance if the Association representation is not present. If a teacher desires Association representative, the teacher shall be responsible for requesting such representation.
- 5.3 In the event that a teacher believes there is a basis for a grievance he/she shall first discuss the alleged grievance with the Building Manager/Supervisor personally, at which a representative may be present, within thirty (30) calendar days of the alleged violation or within thirty (30) calendar days following the time when the teacher responsible should have gained knowledge of its occurrence. Any adjustment reached in the informal discussion shall be consistent with the terms of this Agreement. If, after the informal discussion with the supervisor, a grievance exists, the grievant must initiate the following formal grievance procedure within seven (7) working days from the date of the informal conference specified above. When requested by the teacher, an Association representative may be present. The aggrieved may withdraw a grievance at any step in the adopted procedure.

Appeals from one of the following steps to the next highest step shall be filed within seven (7) working days following the expiration of time limits established for disposition of grievance at each step.

#### STEP 1

A formal written grievance must be filed in quadruplicate on the specified grievance form and submitted to the immediate supervisor. The immediate supervisor will schedule a Step 1 hearing within seven (7) working days. The immediate supervisor will then have seven (7) working days to indicate the disposition of the grievance in writing on said form with distribution as indicated on the form.

#### STEP 2

If the grievant is not satisfied with the disposition of the grievance made by the immediate supervisor, or if no disposition has been made within seven (7) working days of the receipt of the grievance, the grievance may be submitted to the Superintendent. Within seven (7) working days the Superintendent, or his designee, shall meet with the grievant and shall indicate the disposition of the grievance in writing within seven (7) working days of such meeting to the grievant.

#### STEP 3

If the grievant is not satisfied with the disposition of the grievance made by the Superintendent, or if no disposition has been made within seven (7) working days after the meeting with the Superintendent, the grievant may be submitted to a School Board hearing. The Board shall hold a hearing at its next regularly scheduled meeting or at a time mutually agreed upon. The grievance shall be transmitted to the Board by filing a copy with the Chairperson of the Board and the Superintendent. The grievant shall have the right to include in its representations such witnesses and counselors as they deem necessary. Upon conclusion of the hearing the Board will have seven (7) working days in which to provide its written decision to the grievant.

#### STEP 4

If the grievant is not satisfied with disposition of the grievance at Step 3, or the Step 3 time limits expire without a School Board hearing or written decision, the *grievant(s)* and Association may jointly submit the grievance to final and binding arbitration, within seventeen (17) days after the date of the Board hearing concerning the grievance in question. If the parties are unable to agree on an arbitrator, arbitration will proceed under the Voluntary Labor Arbitration Rules of the American Arbitration Association, the rules of which shall govern the proceedings. The arbitrator shall have no power to alter the terms of this Agreement. All costs of the arbitrator shall be borne by the Board if the grievance is

- upheld; all costs of the arbitrator shall be borne by the grievant, if the grievance is not upheld.
- 5.4 The time provided in this article shall be strictly observed but may be extended by written agreement of the Superintendent and the aggrieved. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Superintendent shall use his best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Whenever illness or other incapacity of the aggrieved, or other party to the proceedings, prevents his presence at a grievance meeting, the time limits shall be extended to such time that the person can be present. Every effort will be made to schedule hearings other than during student contact hours. However, when such grievance meetings and conferences are held during school hours, each employee whose presence is required shall be excused, with pay, for that purpose.
- 5.5 The Board and Association will not discriminate against any teacher because of their participation in a grievance procedure. All documents, communications, and records dealing with the processing of a grievance will be protected by the same confidentiality given other personnel files under Florida Statutes.
- 5.6 The Association representative may review material from the grievant's personnel and grievance file only after obtaining written consent from the grievant involved.
- 5.7 The Association will be notified in advance of all hearings conducted relative to grievances involving bargaining unit members. The Association may be present for any grievance hearings.
- 5.8 The grievance procedure shall not obligate the Association to represent non-members.

## **ARTICLE VI**

## **Teaching Conditions**

6.1 The teacher workday shall be seven (7) hours thirty (30) minutes. Each school year the Board shall establish the work schedule, which thereafter will not change unless the needs of the District clearly require. When such change is necessary, the Board will first seek volunteers.

If lunch duty for teachers is necessary, each school will develop a rotating lunch duty schedule which will provide the opportunity for duty-free lunch to the extent feasible considering student safety, teaching time and instructional quality.

On non-student work days, teachers shall have a one (1) hour lunch period.

- 6.2 A room or space will be assigned by the principal for parentteacher conferences.
- 6.3 When school is not in session, teachers may be given access to the building by arranging such access with the principal or his designee.
- 6.4 Observation of a teacher's class in operation by parents, prospective teachers, and non-administrative personnel shall be allowed only after consent of the building principal and at least three (3) days prior notice to the teacher.
- 6.5 The Board shall provide such safety clothing and equipment as required by law.
- 6.6 The principal shall schedule faculty meetings as deemed necessary and such meetings shall be as brief and well planned as possible. Attendance at such faculty meeting will be obligatory except where prior permission for an employee to be absent was given by the principal.

- 6.7 All elementary teachers, including special subject teachers, shall have at least fifteen (15) minutes relief time in the morning or the afternoon. This period shall not include time spent in transferring children to other supervisors.
- 6.8 High school and middle school teachers shall have an instructional supervisory load that will include a minimum 60 minutes of planning. Upon written approval by the principal, superintendent and school board a teacher may be compensated at an hourly rate based on the salary schedule for teaching in excess of above stated instructional loads. Teachers shall not have more than two (2) different subject area preparations per day except with mutual consent of the teacher and principal. Each secondary teacher shall have one preparation/conference period per day. The preparation period should not be preempted for duty or activities unrelated to lesson planning and preparation, except by mutual consent. A regularly scheduled study-hall shall not be considered a preparation/conference period except as the teacher's choice.
- 6.9 All elementary teachers will have no less than sixty (60) minutes during the teacher day for planning and conferences, which shall not be preempted by activities not related to planning. Upon written approval by the principal, superintendent and school board the teacher will be compensated at an hourly rate based on the salary schedule, unless agreed to by the teacher involved.
- 6.10 Teachers will be subject to compliance to the School Board Policy 6.33 on alcohol and drug free workplace as well as School Board Policy 2.90 on tobacco use in district facilities.
- 6.11 When random drug and alcohol testing takes place it should be done in a discreet manner.
- 6.12 Special area/resource teachers at the school level who have students scheduled each period shall have class loads and relief and preparation time to the same extent as other teachers.

## **ARTICLE VII**

#### **Academic Freedom**

- 7.1 The Board and the Association seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teachers is encouraged.
- 7.2 Academic freedom shall be guaranteed to teachers and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility set forth in the Code of Ethics of the Education Profession in Florida.
- 7.3 Freedom of individual expression will be encouraged and fair procedures will be developed to safeguard the legitimate interests of the schools and to exhibit, by appropriate examples, the basic objectives of a democratic society.
- 7.4 The Board hereby agrees that all professional employees shall have all rights guaranteed to them by law.

## **ARTICLE VIII**

## **Teacher's Authority and Protection**

- 8.1 A copy of the Board's Student Code of Conduct shall be given to all teachers during pre-planning via e-mail. The Principal or designee shall explain to his faculty the implementation procedures to be followed in the school plant.
- 8.2 All teachers will enforce all rules, regulations, policies, and directives of the school with regards to their responsibility for

student behavior. It shall be the responsibility of the Board to inform all teachers of said rules, regulations, etc. in the following manner:

- 1. Each teacher shall receive a copy of the applicable policies and procedures for maintaining student discipline. The Association and the Administration shall jointly determine an appropriate packet of materials.
- 2. Each teacher shall sign a release form stating they have received the materials and do/do not wish to receive additional training.
- 3. Such teachers shall be made aware of all policies, rules, etc. which are incorporated into the Washington County Beginning Teacher Induction Program.

The Board shall also give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom in accordance with School Board policy.

- 8.3 A teacher shall impose classroom discipline in accordance with Florida Statute 1003.32 (Authority of teachers; responsibility of control of students). May use such force as is necessary to protect himself/herself from attack, or to prevent injury to himself, another student, or any other school employee or volunteer, or school property.
- When, in the judgment of a teacher, a student is by their behavior seriously disrupting the instructional program to the detriment of other students, the teacher may refer them to the principal. The teacher shall be informed of the status of the referral within <u>three</u>
  (3) school days of the referral being submitted to the principal.
- 8.5 No formal action (anything affecting future employment status) against a teacher shall be taken 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. There shall be no disciplinary action taken against the teacher on said complaint without just cause.

- 8.6 The personnel file shall be defined as a composite of the school file and the county office file, including any attachments as provided by Statute. There shall be no other personnel files.
- 8.7 Every teacher is entitled to have a witness of the teacher's choice present at any administrative conference. The witness must be available within twenty-four (24) hours of requested conference.
- 8.8 Any case of assault and/or battery upon a teacher shall be promptly reported, in writing, to the Principal or his designee or their designated representative. Appropriate action by the Principal will include: recording the incident, reporting in writing to the Superintendent with a copy to the teacher involved, report to parents, and taking any other actions at his/her disposal. If the reported assault and/or battery took place in the classroom of an assigned teacher, said student shall be reassigned to another section, when possible.
- 8.9 Time lost by a teacher in connection with any incident in this article shall be handled as follows:
  - A. Time for appearances before a school board, judicial body, or local authority shall result in no loss of wages or reductions in accumulated leave.
  - B. In case of job-connected disability, as determined by Worker's Compensation, which materially affects a teacher's ability to perform his/her duties, the teacher's wages shall continue in full, without reduction in accumulated leave as provided by current Worker's Compensation laws.
- 8.10 If any teacher is complained against or sued as a result of any action taken by the teacher while acting within Board policy, the Board will underwrite the cost of legal counsel.
- 8.11 The employer's administrators shall not reprimand or criticize an employee in the presence of the employee's colleagues, students or parents. When a reprimand or discipline is deemed necessary, it

shall be made with discretion and out of public view and hearing. The employee shall be entitled to union representation.

## ARTICLE IX

#### **General Employment Practices**

- 9.1 No person shall, on the basis of race, color, gender, age, ethnic or national origin, genetic information, marital status, sexual orientation, disability, political or religious beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity assistance, except provided by law.
- 9.2 It is the intent of the Washington County School Board to hire certified personnel. Prior to a position being filled, a careful review of the program will be made by the principal.
- 9.3 If a teacher is required to present evidence of physical fitness to perform duties assigned and evidence of freedom from communicable disease, such evidence shall be obtained from a licensed physician. Cost of such examination shall rest with the Board.
- 9.4 The teacher will immediately receive a copy of all written reports to be placed in his personnel file in the School and Personnel Office. Further, the teacher shall have the right to respond in writing to any such reports and to submit additional information to be placed in the teacher's personnel file.
- 9.5 An instructional aide shall be supervised by the teacher(s) to whom he/she is assigned and by the building administrator.
- 9.6 The Board agrees to post notice of vacancies for all academic courses taught beyond the school day, during the summer and beyond the school year. These notices shall be posted no later than two (2) weeks prior to filling the position.
- 9.7 Teachers shall be given notice of their subject area and/or grade level assignments two weeks prior to pre-planning, except in circumstances beyond the control of the administrator.

9.8 All openings for vacancies, for newly created and/or promotional positions shall be posted in all schools by the Superintendent or his designee as soon as that vacancy is known. These notices shall be posted no later than two (2) weeks prior to filling the position. These notices will include the job description, effective date of vacancy, kind of certificate necessary, information concerning securing an application, and the deadline for filing the application. These applications shall be filed with the Superintendent and the principal, if applicable.

## **ARTICLE X**

#### Discipline and Fair Dismissal

- 10.1 Each person employed on the basis of an annual contract is entitled to a written contract in the form prescribed by the State Board of Education. During the term of this contract the teacher may be dismissed only for just cause as defined by Florida Statutes.
- 10.2 Professional Services Contracts (PSC) awarded prior to July 1, 2011 shall be renewed each year unless the employee is charged with unsatisfactory performance or receives two consecutive annual performance evaluation ratings of unsatisfactory; or two unsatisfactory ratings within a three year period or three needs improvement or a combination of needs improvement and unsatisfactory. (FS 1012.33(3)).
- 10.3 Beginning July 1, 2011 each individual newly hired shall be awarded a probationary contract. An individual successfully completing the probationary period may be awarded an annual contract (F.S. 1012.335(2)(a)).
- 10.4 The Board shall have the right to discipline its employees for just cause.
- 10.5 The Board may suspend a teacher for good and sufficient reasons without pay. The teacher shall have the right to a speedy public hearing. The teacher shall be provided written charges and notice of hearing ten (10) days in advance of such hearing. If, at this

- hearing before the Board, the charges are not sustained, he/she shall be immediately reinstated and back salary paid.
- 10.6 All staff should adhere to neat and professional dress, that is appropriate for the assigned job duties and responsibilities.

## **ARTICLE XI**

#### Transfer and Reassignment

- 11.1 Teachers who desire a change in school, subject, and/or grade assignment shall file a written statement of such desire of Appendix G (Transfer Request Form) after discussion of transfer with present principal. Copies of the request will be filed with their present principal, the principal of the School to which the transfer is desired, and the Superintendent. Before a vacancy is filled, all applications for transfer will be considered and the teacher notified in writing of action taken on their application. Such request, upon filing, will be considered active until withdrawn by the applicant. When a vacancy becomes available, the teacher must notify the Superintendent, in writing, that he/she wishes to be considered for the vacancy in question.
- 11.2 Reassignments within the school are the responsibility of the principal. Requests for such assignments should be made directly to the school level principal.
- 11.3 Teachers, who are already employed in another position within the county when a vacancy occurs, will be given consideration over someone who is not employed at the time, providing their certification and qualifications are equal.
- 11.4 When instructional personnel are transferred from one position to another, the administrator will discuss the rationale for the change with the individual and notification will be made in writing.

## **ARTICLE XII**

#### Reduction in Workforce

- 12.1 If workforce reduction is needed, the district school board must retain employees at a school based upon educational program needs and the performance evaluations of employees within the affected program areas. Within the program areas requiring reduction, the employee with the lowest performance evaluations must be the first to be released; the employee with the next lowest performance evaluations must be the second to be released; and reductions shall continue in like manner until the needed number of reductions has occurred. The district school board may not prioritize retention or employees based upon seniority.
- 12.2 Teachers shall be recalled in reverse order of layoff, considering areas of need and certification.

## **ARTICLE XIII**

#### Reduction in Workforce and Benefits

- 13.1 Any teacher who would have qualified to commence receiving retirement benefits following the reduction year shall be permitted to teach that year so as to acquire needed service.
- 13.2 The School Board will grant personal leave without pay to any teacher affected by a reduction, if requested.

## **ARTICLE XIV**

#### Paid Leave

- 14.1 Sick Leave
  - A. Sickness or Death

ELIGIBILITY- Any member of the instructional staff of a district school system employed on a full-time basis in the public schools

of the state who is unable to perform his duty in the school on account of personal sickness, accident disability, or extended personal illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, other close relative, or member of his own household, and consequently has to be absent from his work shall be granted leave of absence for sickness by the Superintendent or by someone designated in writing by him to do so.

EXTENT OF LEAVE- Each member of the instructional staff employed on a full-time basis shall be entitled to 30 hours of sick leave as of the first day of employment of each contract year and shall thereafter earn 7.5 hours of sick leave for each month of employment, which shall be credited to the member at the end of that month and which shall not be used prior to the time it is earned and credited to the member. However, the member shall be entitled to earn no more than 7.5 hours of sick leave times the number of months of employment during the year of employment (i.e., ten (10) months equals 75 hours, eleven (11) months equals 82.5 hours, and twelve (12) months equals 90 hours). Such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year. There shall be no limit on the number of days of sick leave which a member of the instructional staff may accrue, except that at least one-half of this cumulative leave must be established within the district. An employee may transfer their earned sick leave to a spouse, sister, brother, parent, child or any designated person who is also employed by the District, in accordance with School Board Policy.

#### B. Personal Leave

Forty-five (45) hours of accrued sick leave may be used for the teacher's personal business. A teacher planning to use a sick leave day or days for personal business shall notify his/her principal at least one day in advance, except in cases of emergency.

## C. Return to Active Employment

Upon return from extended sick leave, the teacher shall be returned to his/her former position or to a substantially similar position for

which the member is qualified, and shall be placed at the same position on the salary schedule as if the teacher had been in actual service to the district during such leave. A teacher having leave for the year, or the remaining part thereof, who plans to return to duty the next school year shall notify the Superintendent in writing by April 1 and shall send a copy of such notice to his immediate supervisor or principal. A list of teachers on leave shall be provided to the Association no later than March 15.

#### 14.2 Verification of Leave

Upon return from leave as described in paragraphs A and B above, the immediate supervisor shall provide the teacher with necessary forms for verification of the reason for absence. Such completed forms shall be submitted to the immediate supervisor by the end of the school month following the teacher's return from leave.

## 14.3 Illness-in-line-of-duty Leave

Any teacher shall be entitled to illness-in-line-of-duty leave with a maximum of ten (10) days full pay when the teacher has to be absent from his/her duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work. However, the Board may authorize additional time in accordance with Florida Statutes 1012.63. Use of sick leave shall result in no reduction of the teacher's accumulated sick leave. However, if the Board does not authorize additional time paid, the teacher affected shall be permitted to supplement his/her Worker's Compensation payments with a portion of his/her sick leave. No teacher shall receive compensation over and beyond their regular rate of pay.

## 14.4 Military Leave

Leave of absence for military service training will be granted in accordance with Chapter 115, Florida Statutes and Board Policies. Leaves of absence granted as a matter of legal right under the provisions of this chapter shall not exceed 17 working days in any one annual period.

## 14.5 Jury Duty

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 by the arbitration or fact finding shall be paid the normal salary for such time.

#### 14.6 Professional Leave

Professional leave days with pay may be granted upon approval of School Board to members for the purpose of:

- A. Attending and/or participating in professional meetings relating to educational workshops, school surveys, accreditation surveys, chaperoning school sponsored trips, seminars or conferences sponsored by professional organizations, colleges, universities, or government, or private agencies concerned with public school matters.
- B. Visitation for the purpose of observing instructional techniques or programs.

#### 14.7 Sabbatical Leave

An employee shall be entitled to sabbatical leave according to the provisions of Florida Statutes 1012.64.

Sabbatical leave may be approved by the Board upon the recommendation of the Superintendent for teachers under the following conditions:

- A. After each five consecutive years of satisfactory service in Washington County, according to salary schedule terms and provisions, a teacher may apply for a leave of absence for one semester or one school year for the purpose of professional improvement.
- B. The teacher shall not be eligible for further sabbatical leave until he/she has completed an additional seven years of consecutive satisfactory service in Washington County.

- C. A teacher granted sabbatical leave shall receive each month of sabbatical leave one-half the contractual gross monthly salary which would have been paid to him if he/she were not on sabbatical leave.
- D. A teacher on sabbatical leave shall be returned to the same or equal position which he/she held and be granted the same salary which he/she would have attained had the leave not been taken. The period of such leave shall count as regular service for the purpose of retirement, and contributions to the retirement fund shall therefore continue at the regular salary rate.
- E. Applications for sabbatical leave must be filed with the Superintendent prior to February 15<sup>th</sup> of the school year preceding the school year of anticipated leave.
- F. Each teacher granted sabbatical leave shall, before such leave is finally approved by the Superintendent and the School Board, sign a contractual agreement to return to his employment in the Washington County Schools for the school year following such leave. However, in order to encourage professional employees to complete advanced graduate study, one year of professional leave without pay may be granted between the sabbatical leave and the teacher's return to duty. Such professional leave shall be granted only for one year and upon the recommendation of the Superintendent and approval of the School Board.
- G. The number of sabbatical leaves granted teachers each year shall not exceed two percent (2%) of the total number of teachers employed full-time during the prior school year.
- H. Each teacher applying for sabbatical leave to attend college shall file with his/her application detailed information as to the type of college work anticipated. Each teacher shall be required to earn the number of credits necessary to be classified as a full-time student working toward a graduate degree. Failure to provide a record of all credits, or proof that he/she is employed by the college that he/she is attending, and/or otherwise violating the sabbatical leave agreement,

shall be cause for discontinuation of salary payments and a demand for restitution of overpayments. The teacher shall furnish to the Superintendent such evidence as may be reasonably requested to show that the person is carrying out the activities for which the leave was granted.

- I. Any teacher not returning immediately, subsequent to the termination of his approved leave, shall reimburse the School Board the total compensation awarded him during the leave within three years.
- J. Denial of sabbatical leave shall be for good and sufficient reasons, provided a qualified replacement is available.

#### 14.8 Sick Leave Bank

All full-time bargaining unit members shall be eligible for voluntary participation in the sick leave bank after (1) year employment in Washington County.

The sick leave bank shall be used only for the employee's personal debilitating illness, accident, or injury.

Employees shall have accrued a minimum of 37.5 sick leave hours left over from previous year or years before joining the sick leave bank. Each participating employee shall contribute 7.5 hours of sick leave in the first month of eligibility.

- A. Participating employees shall be eligible to draw in 75 hours increments, from the sick leave bank, for any one (1) illness, injury, accident, or complication thereof. A maximum of 450 sick leave hours per year can be utilized. Each application shall be accompanied by a physician's statement. Photo static copies of the doctor's statement will not be accepted. The committee reserves the right to ask for a second opinion. Sick leave bank days may not be used for maternity except in the cases of major complications.
- B. Extension applications for an initial illness, accident, injury, or complication thereof will be submitted within seven (7)

- days of the beginning date of the original or previous applications.
- C. Any participating employee withdrawing sick leave days from the member's respective category shall not be required to replace those days except as a regular contributing member to the sick leave bank.

EXCEPTION: Alleged abuse of the sick leave bank shall be investigated and, on the finding of wrong-doing, the employee shall repay all of the sick leave credits drawn from the sick leave bank and be subject to such other disciplinary action as determined by the School Board to be appropriate. Rules adopted for the administration of this program shall provide for the investigation of the use of sick leave utilized by the participating employee in the sick leave bank.

- D. If a member is incapacitated and cannot act on his/her own behalf, the member may appoint, in writing, an authorized agent to transact necessary sick leave bank actions.
- E. All applicants requesting use of the sick leave bank shall give consent for sick leave records to be reviewed by the Sick Leave Bank Committee, consisting of one member from each school. The Superintendent may designate a non-voting representative.
  - 1. The committee shall establish procedures for identifying and recording contributions to and withdrawals from the Sick Leave Bank and for complying with applicable governmental regulations and/or associated record keeping.
  - 2. The committee shall review these sick leave bank procedures annually.
  - 3. Periodic notification of the sick leave bank status shall be reported to the members. Immediate notification shall be given if additional days are levied to replenish the pool. Participating member's sick leave requests will be monitored by this committee for the following purposes:

- a. Participating members must show responsibility in using their own personal sick leave.
- b. The Sick Leave Bank Committee shall take all necessary precautions to preclude abuse by members.
- c. The Sick Leave Bank Committee shall make the final decision in awarding sick leave days from the sick leave bank. The decision of the committee shall be binding.

#### **AMENDMENTS**

- 1. Applications for sick leave days must be made within thirty (30) working days after returning to work.
- 2. The members of the sick leave bank from each school will elect a representative by October 1 each year.
- 3. All representatives must be members of the sick leave bank.
- 4. If a person sells sick leave days to the board, those days will be included in the waiting period.

#### BEREAVEMENT LEAVE

14.9 All teachers will be allowed two (2) days per death bereavement leave due to the death of a spouse, parent, grandparent, child, grandchild, step parent, stepchild, or sibling, or mother and father in-laws. These days will not be charged against the teacher's sick leave or personal leave. These days are non- accruable and must be used within 30 days.

## **ARTICLE XV**

#### **Unpaid Leaves**

15.1 A teacher may request a personal leave without pay for a specified period of up to one (1) year, except for military leave which shall

be granted in accordance with Florida Statutes. The request shall be made in writing on the form prescribed by the Board. The request must be presented to the employee's immediate supervisor and the Superintendent or his/her designee before it is presented to the Board for approval. The request shall specify the time of the leave and the reason for the request. Personal leave without pay may be requested for but not limited to:

- A. Leave to serve in the armed service
- B. Leave for academic study
- C. Leave for serving in the Peace Corps
- D. Leave for child-rearing (for natural or adopted child)
- E. Leave for child-bearing and adopting requirements
- F. Leave to run for or serve in an elective office
- G. Leave to serve as an officer in the Association
- H. Leave for extended illness beyond accrued sick leave
- I. Leave for personal reasons
- J. Family Medical Leave will be provided as required by the Family Medical Act and Board Policy.
- 15.2 Request for personal leave without pay will be granted up to a maximum of one school year, upon application and approval by the Board.
- 15.3 A teacher on personal leave without pay may participate in the following teacher group programs provided the teacher pays the full cost on a monthly basis in advance of the month due.
  - A. Medical Group Insurance
  - B. Group Life Insurance

## C. Disability Income Protection

- 15.4 A teacher on personal without pay shall receive no credit on any salary schedule for experience for the time on leave, except for military leave as provided by law.
- 15.5 Any teacher returning to work after a personal leave without pay will be placed in an appropriate position for which he/she is qualified.
- 15.6 Any teacher wishing to return to work before the end of the requested leave should make his request in writing to the Superintendent as early as possible but not later than thirty (30) days before he/she wishes to return to work. The Board will make every effort to allow the teacher to return to work as soon as possible.
- 15.7 A teacher on unpaid leave shall not be denied the opportunity to substitute in the school district by reason of the fact that she or he in on such leave.

## **ARTICLE XVI**

#### **Teacher Evaluation**

The following procedure shall be used to accomplish teacher evaluation:

- 16.1 All teachers shall be given a copy of the evaluation criteria and appraisal form during preplanning. This shall include an explanation and discussion of the evaluating process.
- 16.2 Before the completion of the evaluation form, the principal or immediate supervisor shall have made more than one personal observation of the teacher's performance within the classroom.
- 16.3 Within fifteen (15) working days following the last observations, the final evaluative form shall be the result of a conference between the principal and the classroom teacher. The form shall be signed by both parties and the teacher shall receive a copy of the form immediately. The teacher shall be afforded the opportunity to make written comments regarding the evaluation.

- The teacher's signature shall only mean that he/she has read the evaluation, not that he/she agrees with it.
- 16.4 The teacher will receive a copy of all written reports to be placed in the teacher's personnel file. The teacher shall have the right to respond in writing to any such reports and to submit additional information to be placed in the teacher's personnel files.
- 16.5 Each teacher, upon request shall be able to review his own personnel file. Upon written request, any person the teacher chooses may accompany him to such review. This review will be made in the presence of the administrator (or his designee) responsible for the safekeeping of such files.
- 16.6 A written evaluation report must be made of each assessment and a copy given the teacher within ten (10) days. Following receipt of the Final Evaluation, which includes the Instructional Practice and Student Learning Growth components, the principal will meet with the teacher within fifteen (15) working days to discuss the results and to provide a copy of the form immediately.
- 16.7 If an assessment indicates that a teacher is not performing in a satisfactory manner, the principal must give specific notice in writing, describing the unsatisfactory performance. Following such notice the principal must also confer with the teacher, make recommendations for correction of the deficiencies, and provide assistance to the teacher in correcting such deficiencies within a prescribed period of time.
- 16.8 The assessment criteria to be used must include, as a minimum, the following:
  - A. Planning and preparation
  - B. The classroom environment
  - C. Instruction
  - D. Professional responsibilities

- E. Evaluation forms and procedures will be recommended by a committee, which will include a teacher representative from at least each school. The teacher representative will be appointed by the Superintendent from a list of nominees submitted by the Association.
- F. Any evaluation form developed will be in compliance with section 1012.34 Florida Statutes and Board Policies.
- 16.9 The Board approved teacher evaluation instrument and its accompanying policies and procedures shall be incorporated into this agreement by addendum.

## **ARTICLE XVII**

#### Maintenance of Standards

- 17.1 All conditions of employment, as defined within this contract to include, but not be limited to, teacher hours, leaves, and general teaching conditions, shall be maintained at not less than current standards in effect in the district at the time this Agreement is signed.
- 17.2 The duties and/or evaluations of any teacher, because of the responsibilities of his/her position in the bargaining unit, will not be altered.

## **ARTICLE XVIII**

#### Contract Year

18.1 The school calendar will be developed annually by a representative group of Board employees at least three (3) of which will be from the master list provided by the Association (See Appendix D for this year's calendar.)

Any changes in the calendar shall be mutually agreed upon by both parties, except in case of an emergency or extenuating circumstances, then the Superintendent shall have the authority to alter the current school calendar.

18.2 The teacher's year shall include 196 days with six (6) paid holidays. Any days over 196 shall be paid at the daily rate. Daily rate to be determined by dividing the salary by 196 days.

## **ARTICLE XIX**

## **Professional Compensation**

- 19.1 The basic salaries of teachers covered by this Agreement shall be as set forth in Appendix C of this Agreement.
- 19.2 The salary supplement of teachers covered by this Agreement shall be as set forth in Appendix F of the Agreement.
- 19.3 Any extra curricular duty a teacher is required to stay after the normal work day shall be compensated at seventeen dollars and fifty cents (\$17.50) per hour, district-wide, upon effective ratification of date of contract. Teachers may volunteer for this duty without pay.

All special duty curriculum development projects, in service activities, and institutes that occur beyond the normal school day/year shall be paid at seventeen dollars and fifty cents (\$17.50) per hour district-wide. Teachers may volunteer for in service activities designated as non-compensated. Non-compensated activities shall be defined as those specifically designed to meet the needs of personnel who desire additional points for recertification.

If the instructional duties of the teacher are such that work hours are required beyond the normal workday (7 ½ hours), then the teacher may elect to receive his/her hourly rate of pay (in accordance with his/her position on the salary schedule) or compensatory time.

Instructional duties shall be defined as those activities that are, in fact, a continuation of the teachers' regular instructional assignment and include the teaching of students in the same context as the regular assignment.

If the normal scheduled instructional duties of the commercial vehicle instructors are such that they are required to work beyond

the normal work week (37 ½ hours), then the teacher may elect to receive his/her hourly rate of pay (in accordance with his/her position on the salary schedule) or compensatory time. In this instance and for the purpose of being in compliance with the definitions of the workday and year contained within this contract, the day will be considered to be a 7 ½ hour unit whether or not the hours are continuous.

This exception does not apply to any of the positions listed in Appendix F or to extra-curricular activities.

- 19.4 The media specialists will be given one extra week of work after post planning in June of every year when a need is agreed to by the media specialist and the principal.
- 19.5 Credit on the salary schedule shall be given a teacher for each year of honorable military service up to a maximum of four (4) years.
- 19.6 Pay will be based on date of program completion as indicated on an official transcript provided by the granted institution.
- 19.7 Washington County will recognize and accept each year of full-time public school teaching service earned in the state of Florida or outside the state and for which the employee received a satisfactory evaluation. All teachers shall receive full credit on the attached salary schedule for previous teaching experience without regard for continuing or professional contract status. Prior experience shall be granted as follows:
  - A. Maximum credit on the salary schedule on Appendix C for all teaching experience for which the employee received a satisfactory evaluation.
    - 1. Teaching experience at any school accredited by a recognized accrediting agency (private or public).
    - 2. Teaching experience earned under Section 19.5 above.

## B. Work Experience

Credit for work experience shall be awarded to a teacher on the current salary schedule up to a maximum of five years,

provided the experience is documented in writing, is at the Journeyman's level or above, and is in the direct field for which employment is being offered.

- 19.8 Private vehicle mileage for authorized travel shall be reimbursed at the rate provided by School Board policy.
- 19.9 Teachers shall receive terminal pay upon retirement up to one hundred ninety-six (196) days. If termination of employment is by death of the employee, any terminal pay to which the employee may have been entitled shall be made to his designated beneficiary as follows:
  - A. During the first three (3) years of service, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of accumulated sick leave.
  - B. During the next three (3) years of service, the daily rate of pay multiplied by forty percent (40%) times the number of days of accumulated sick leave.
  - C. During the next three (3) years of service, the daily rate of pay multiplied by forty-five percent (45%) times the number of days of accumulated sick leave.
  - D. During the next three (3) years of service, the daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave.
  - E. During and after the thirteenth (13<sup>th</sup>) year of service, the daily rate of pay multiplied by one hundred (100%) times the number of days of accumulated sick leave.
- 19.10 Upon request by the teacher, the Board shall purchase the accumulated sick leave that is earned or that is unused at the end of the school year. Such payment shall be based on the daily rate of pay of the teacher multiplied by eighty percent (80%). Days for which such payment is received shall be deducted from the accumulated sick leave.

- 19.11 All authorized overnight travel subsistence shall be reimbursed at the rates provided by Florida Statutes.
- 19.12 For authorized travel, not involving an overnight stay, reimbursement for meals will be at the rates provided by Florida Statutes and Board Policies.
- 19.13 Individual teachers will be paid twice per month, on the fifteenth (15<sup>th</sup>) and the last day of the month. There will be a total of 24 checks per year. When pay day falls on a weekend or holiday, checks will be delivered on the last proceeding work day. Checks and/or direct deposit slips must be in an envelope if they are put in the employees' mailbox.
- 19.14 Teachers may be paid by direct deposit by filling out a direct deposit application. This is optional to the employee.

#### **ARTICLE XX**

#### Insurance

- 20.1 The Board agrees to provide year-round insurance coverage for all full-time teachers. The Board also agrees to pay *Four Hundred Eleven Dollars, Fifty Six Cents (\$411.56)* per month of the cost of the health insurance for each full time member of the bargaining unit. The plan shall be recommended by the County Insurance Committee. The Board shall pay \$6.70 per month of the fifty thousand (\$50,000) basic life coverage accidental death and dismemberment, major medical and hospitalization, including pregnancy care, and out-patient coverage.
  - A. For those employees who choose not to participate in the group medical plan, the Board's contribution shall be applied for life insurance and disability income protection as described in the group insurance program.
- 20.2 If a teacher chooses the family coverage, the Board agrees to pay *Four Hundred Eleven Dollars, Fifty Six Cents (\$411.56)* of the individual plan cost. The additional premiums will be deducted from the teacher's monthly salary.

- 20.3 Teachers on extended unpaid leave, approved by the Board, will be entitled to the above insurance coverage, as a member of the group, by paying the premiums at the group member rate.
- 20.4 Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for any programs recommended by the Insurance Committee and approved by the Board.
- 20.5 Individual insurance coverage may be maintained by the teacher for the balance of the contract year in which a teacher is absent due to illness and has exhausted all sick leave accrual.
- 20.6 The Insurance Committee shall periodically review the group insurance program for the purpose of recommending changes, modifications, and bidding. The recommendations will be presented to the Superintendent for review before they are submitted to the Board.
- 20.7 A mail order prescription drug program will be offered to all teachers.

#### ARTICLE XXI

#### Miscellaneous

- 21.1 This Agreement between the Board and the Association may be changed, added to, deleted from, or modified only through negotiated, written, and signed amendments to this Agreement.
- 21.2 This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with the terms of this Agreement and shall become part of the established policies of the Board. Board policies which affect wages, hours, terms, and conditions of employment shall not be inconsistent with the terms of this Agreement.
- 21.3 Any individual contract between the Board and an individual teacher shall be made subject to the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

- 21.4 The Board agrees that it will not, during the period of this Agreement, officially adopt nor implement any term or condition of employment not contained within this Agreement until such term has been a subject of negotiations and ratified by both parties under such procedures for negotiations as defined in this Agreement.
- 21.5 The Association and the Board recognize that accountability is an integral part of the school process. The parties also recognize that there may be pilot programs, site-based decision making, and restructuring concepts which may, from time to time, conflict with the Collective Bargaining Agreement. When a site is considering programs or changes which conflict with the Collective Bargaining Agreement, a waiver may be requested using the following process:
  - 1. The proposed waiver must address a school improvement objective or student outcome, be a part of the school improvement plan, and be recommended by the school improvement team.
  - 2. The School Improvement Team must have looked at alternative solutions and discussed the proposed change with the Director of Instruction and the Superintendent.
  - 3. The proposed waiver must be specific to an individual school.
  - 4. May be granted for up to one year.
  - 5. The proposed change will require the support of at least 75% of the total faculty. A secret ballot will be held with the request of at least one person.
  - 6. Waivers of any provision of the Collective Bargaining Agreement shall be submitted to the President of the WCEA and the Director of Instruction of the School District on a mutually agreed upon form.

- 8. After approval or disapproval by the parties, the request will be submitted to the Superintendent.
- 9. The Superintendent will process the request to the School Board as required by law.
- 21.6 All policies adopted by the Board shall be made available to all teachers within thirty (30) days of the effective date of this Agreement or upon employment.

#### ARTICLE XXII

#### Term of Agreement

This Agreement, signed by the parties on this the 8th day of January, 2016 shall have a duration extending from July 1, 2015 through June 30, 2018. This contract may be re-opened on, or after, June 1, annually through the end term of this Contract, beginning on June 1, 2016, in the following areas:

- 1. New or amended Florida laws which affect provisions specified in the collective bargaining agreement;
- 2. Appendix C and F- Salary and Supplements;
- 3. Article XX Insurance; and
- 4. Any two articles from each party.

WASHINGTON COUNTY EDUCATION	WASHINGTON COUNTY
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Chief Negotiator	Chairman of the Board
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## APPENDIX A WCEA APPLICATION FORM

ARTCRAFT PRINTERS INC

### Florida Education Association

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(2001-2 FORM)

## APPENDIX B OFFICIAL GRIEVANCE FORM

Name						
Schoo	olAssignment					
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A.	Date cause of grievance occurred					
В.	Relates to Article(s)	of Contract				
C.	Statement of Grievance		<b>-</b> 1.			
D.	Relief Sought		-			
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Disposi	tion by Immediate Supervisor					
(Date)		(Signature)				
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# APPENDIX C INSTRUCTIONAL SALARY SCHEDULE

# INSTRUCTIONAL PERSONNEL Based on 196 / 7½ hour days

					196 / 6.47	Hour Days
Years	Rank III IBW	Rank II IMW	Rank IA ISW	Rank I IDW	Rank III IBA	Rank II IMC
0	33,856	34,891	35,926	36,961	29,275	30,168
1	34,115	35,926	36,961	37,996	29,499	31,061
2	34,374	36,961	37,996	39,031	29,722	31,954
3	34,891	37,996	39,031	40,066	30,168	32,847
4	35,926	39,031	40,066	41,101	31,061	33,739
5	36,961	40,066	41,101	42,136	31,954	34,632
6	37,996	41,101	42,136	43,171	32,847	35,525
7	39,031	42,136	43,171	44,206	33,739	36,418
8	40,066	43,171	44,206	45,241	34,632	37,311
9	41,101	44,206	45,241	46,276	35,525	38,204
10	42,136	45,241	46,276	47,311	36,418	39,097
11	43,171	46,276	47,311	48,346	37,311	39,989
12	44,206	47,311	48,346	49,381	38,204	40,882
13	45,241	48,346	49,381	50,416	39,097	41,775
14	46,276	49,381	50,416	51,451	39,989	42,668
15	47,311	50,416	51,451	52,486	40,882	43,561
16	48,346	51,451	52,486	53,521	41,775	44,454
17	48,864	51,969	53,004	54,039	42,222	44,901
18	49,382	52,487	53,522	54,557	42,669	45,347
19	49,900	53,005	54,040	55,075	43,116	45,794
20	50,418	53,523	54,558	55,593	43,563	46,241
21	50,916	54,021	55,056	56,091	43,992	46,671
22	51,414	54,519	55,554	56,589	44,422	47,100
23	51,912	55,017	56,052	57,087	44,851	47,530
24	52,410	55,515	56,550	57,585	45,281	47,960
25+	52,908	56,013	57,048	58,083	45,711	48,389

Placement on the salary schedule shall be determined by the number of years of teaching and work experience as follows:

- A. Valid documented work experience up to five (5) years will be granted to vocational instructors.
- B. Up to four (4) years military service will be given for placement upon verification with DD-214.

No credit for experience shall be given for years in which a retirement benefit is being received or for years of participation in DROP.

#### R.O.T.C Instructor

Calculation from Department of the Army or the Washington County School Board Salary Schedule whichever is greater.

# INSTRUCTIONAL PERSONNEL Based on 196 / 7½ hour days

		Master	Specialist	Doctorate
Years	Bachelor	Supplement	Supplement	Supplement
0	33,856	1,035	2,070	3,105
1	34,115	1,811	2,846	3,881
2	34,374	2,587	3,622	4,657
3	34,891	3,105	4,140	5,175
4	35,926	3,105	4,140	5,175
5	36,961	3,105	4,140	5,175
6	37,996	3,105	4,140	5,175
7	39,031	3,105	4,140	5,175
8	40,066	3,105	4,140	5,175
9	41,101	3,105	4,140	5,175
10	42,136	3,105	4,140	5,175
11	43,171	3,105	4,140	5,175
12	44,206	3,105	4,140	5,175
13	45,241	3,105	4,140	5,175
14	46,276	3,105	4,140	5,175
15	47,311	3,105	4,140	5,175
16	48,346	3,105	4,140	5,175
17	48,864	3,105	4,140	5,175
18	49,382	3,105	4,140	5,175
19	49,900	3,105	4,140	5,175
20	50,418	3,105	4,140	5,175
21	50,916	3,105	4,140	5,175
22	51,414	3,105	4,140	5,175
23	51,912	3,105	4,140	5,175
24	52,410	3,105	4,140	5,175
25+	52,908	3,105	4,140	5,175

Placement on the salary schedule shall be determined by the number of years of teaching and work experience as follows:

- A. Valid documented work experience up to five (5) years will be granted to vocational instructors.
- B. Up to four (4) years military service will be given for placement upon verification with DD-214.

No credit for experience shall be given for years in which a retirement benefit is being received or for years of participation in DROP.

#### R.O.T.C Instructor

Calculation from Department of the Army or the Washington County School Board Salary Schedule whichever is greater.

# APPENDIX D SCHOOL CALENDAR

2016-2017 Washir	igton County School Cal	endar	School Board Approved: 04/11/2016			
	12 M					
August 2 & 3, 2016	First	Day for Teachers/Para/10 Month Secreta	ries (Professional Development Days)			
		lanning Days (Teachers /Para/10 Month Se				
August 10, 2016	FIRST	DAY OF SCHOOL FOR STUDENTS	·			
		r Day (Students & All Personnel Out)				
1		Recognition of "Patriot Day" at Schools				
· · · · · · · · · · · · · · · · · · ·		gnition of "Constitution Day" at Schools				
	`	Early Release/Professional Development (Students Released – 1:00pm)				
1		gnition of "Celebrate Freedom Week" at So	, ,			
		Release/Professional Development (Stude				
		Fall Day (Students/Teachers/Para/10 Month Secretaries/Lunchroom/Bus Drivers Out)				
		Recognition of Veterans at Chipley and Vernon Schools				
		ksgiving Holidays (Students/Teachers/Para/10 Mo				
1		ksgiving Holidays (12 Month Personnel Ou				
		Release (Students Released – 1:00pm)	• 1			
1	•	tmas Break (Teachers/Para/10 month Secr	etaries Out)			
1	•	tmas Break (Students/Lunchroom/Bus Driv	*			
		tmas Break (12 Month Personnel Out)	icis ouc,			
	Profe					
· · · · · · · · · · · · · · · · · · ·	Plann	•				
	CLAS					
,		in Luther King Day (Students & All Personn	el Out)			
1		Release/Professional Development (Stude	*			
		dent's Day (Students & All Personnel Out)	nes neleased 1.00pm)			
		g Break (Students & All Personnel Out)				
			nts Released — 1:00nm)			
		Early Release/Professional Development (Students Released – 1:00pm) Early Release/Professional Development (Students Released – 1:00pm)				
		Spring Day (Students & All Personnel Out)				
I May 26 2017	l act [	)av of School (Students Released – 1:00nm	1)			
		Day of School (Students Released – 1:00pm orial Day (All Personnel Out)	1)			
May 29, 2017	Mem	orial Day (All Personnel Out)				
May 29, 2017 May 30-31, 2017	Mem	orial Day (All Personnel Out) Planning Days for Teachers/Para/10 month	Secretaries			
May 29, 2017	Mem	orial Day (All Personnel Out)				
May 29, 2017 May 30-31, 2017  Progress Report  September 8	Post I  Ending of Grading Pe  October 7, 2016End of 1 <sup>11</sup> Grading	orial Day (All Personnel Out) Planning Days for Teachers/Para/10 montheriod Report Cards Go Out PeriodOctober 21, 2016	Secretaries  Early Release Days  Sept 22, 2016 Oct. 20, 2016			
May 29, 2017  May 30-31, 2017  Progress Report  September 8 November 8	December 16, 2016End of 2 <sup>nd</sup> Grading December 16, 2016End of 2 <sup>nd</sup> Grading	orial Day (All Personnel Out)  Planning Days for Teachers/Para/10 montheriod Report Cards Go Out  PeriodOctober 21, 2016  Period & 1 <sup>st</sup> SemesterJanuary 13, 2017	Secretaries  Early Release Days  Sept 22, 2016 Oct. 20, 2016 Dec. 16, 2016 Feb. 16, 2017			
May 29, 2017  May 30-31, 2017  Progress Report  September 8 November 8 February 7	### Cotober 7, 2016	orial Day (All Personnel Out)  Planning Days for Teachers/Para/10 montheriod Report Cards Go Out  Period	Secretaries  Early Release Days  Sept 22, 2016 Oct. 20, 2016 Dec. 16, 2016 Feb. 16, 2017 Mar. 23, 2017 April 13, 2017			
May 29, 2017 May 30-31, 2017  Progress Report  September 8 November 8	December 16, 2016End of 2 <sup>nd</sup> Grading December 16, 2016End of 2 <sup>nd</sup> Grading	orial Day (All Personnel Out)  Planning Days for Teachers/Para/10 montheriod Report Cards Go Out  Period	Secretaries  Early Release Days  Sept 22, 2016 Oct. 20, 2016 Dec. 16, 2016 Feb. 16, 2017			
May 29, 2017  May 30-31, 2017  Progress Report  September 8 November 8 February 7	### Cotober 7, 2016	orial Day (All Personnel Out)  Planning Days for Teachers/Para/10 montheriod Report Cards Go Out  Period	Secretaries  Early Release Days  Sept 22, 2016 Oct. 20, 2016 Dec. 16, 2016 Feb. 16, 2017 Mar. 23, 2017 April 13, 2017			
May 29, 2017  Progress Report  September 8 November 8 February 7 April 19  FTE Count Week	Ending of Grading Pe  Cotober 7, 2016End of 1 <sup>st</sup> Grading December 16, 2016End of 2 <sup>nd</sup> Grading March 10, 2017End of 3 <sup>rd</sup> Grading May 26, 2017End of 4 <sup>th</sup> Grading  Professional Development	orial Day (All Personnel Out)  Planning Days for Teachers/Para/10 montheriod Report Cards Go Out  Period	Secretaries  Early Release Days  Sept 22, 2016 Oct. 20, 2016 Dec. 16, 2016 Feb. 16, 2017 Mar. 23, 2017 April 13, 2017 May 26, 2017  Homecoming Dates			
May 29, 2017  May 30-31, 2017  Progress Report  September 8 November 8 February 7 April 19  FTE Count Week  Survey 1–July 11-15, 2016	Ending of Grading Pe  Ending of Grading Pe  October 7, 2016	orial Day (All Personnel Out)  Planning Days for Teachers/Para/10 montheriod Report Cards Go Out  Period	Secretaries  Early Release Days  Sept 22, 2016 Oct. 20, 2016 Dec. 16, 2016 Feb. 16, 2017 Mar. 23, 2017 April 13, 2017 May 26, 2017  Homecoming Dates  Sept. 30, 2016 Vernon High School			
May 29, 2017  Progress Report  September 8 November 8 February 7 April 19  FTE Count Week	Ending of Grading Pe  Cotober 7, 2016End of 1 <sup>st</sup> Grading December 16, 2016End of 2 <sup>nd</sup> Grading March 10, 2017End of 3 <sup>rd</sup> Grading May 26, 2017End of 4 <sup>th</sup> Grading  Professional Development	orial Day (All Personnel Out)  Planning Days for Teachers/Para/10 montheriod Report Cards Go Out  Period	Secretaries  Early Release Days  Sept 22, 2016 Oct. 20, 2016 Dec. 16, 2016 Feb. 16, 2017 Mar. 23, 2017 April 13, 2017 May 26, 2017  Homecoming Dates			
May 29, 2017	Ending of Grading Pe  Ending of Grading Pe  October 7, 2016	orial Day (All Personnel Out)  Planning Days for Teachers/Para/10 montheriod Report Cards Go Out  Period	Secretaries  Early Release Days  Sept 22, 2016 Oct. 20, 2016 Dec. 16, 2016 Feb. 16, 2017 Mar. 23, 2017 April 13, 2017 May 26, 2017  Homecoming Dates  Sept. 30, 2016 Vernon High School			
May 29, 2017	Ending of Grading Pe  Ending of Grading Pe  October 7, 2016	orial Day (All Personnel Out)  Planning Days for Teachers/Para/10 montheriod Report Cards Go Out  Period	Secretaries   Early Release Days			
May 29, 2017  May 30-31, 2017  Progress Report  September 8 November 8 February 7 April 19  FTE Count Week  Survey 1-July 11-15, 2016 Survey 2-October 10-14, 2016 Survey 3-February 6-10, 2017	Ending of Grading Pe  Ending of Grading Pe  October 7, 2016	orial Day (All Personnel Out)  Planning Days for Teachers/Para/10 montheriod Report Cards Go Out  Period	Secretaries   Early Release Days			
May 29, 2017	Ending of Grading Pe  Ending of Grading Pe  October 7, 2016	orial Day (All Personnel Out)  Planning Days for Teachers/Para/10 montheriod Report Cards Go Out  Period	Secretaries   Early Release Days			
May 29, 2017	Ending of Grading Pe  Ending of Grading Pe  October 7, 2016	orial Day (All Personnel Out)  Planning Days for Teachers/Para/10 montheriod Report Cards Go Out  Period Report Cards Go Out  Period & 1st Semester	Secretaries   Early Release Days			
May 29, 2017	Ending of Grading Pe  Ending of Grading Pe  October 7, 2016	orial Day (All Personnel Out)  Planning Days for Teachers/Para/10 montheriod Report Cards Go Out  Period Report Cards Go Out  Period & 1st Semester	Secretaries   Early Release Days			
May 29, 2017	Ending of Grading Pe  Ending of Grading Pe  October 7, 2016	orial Day (All Personnel Out)  Planning Days for Teachers/Para/10 montheriod Report Cards Go Out  Period Report Cards Go Out  Period & 1st Semester	Secretaries   Early Release Days			
May 29, 2017	Ending of Grading Pe  Ending of Grading Pe  October 7, 2016	orial Day (All Personnel Out)  Planning Days for Teachers/Para/10 montheriod Report Cards Go Out  Period Report Cards Go Out  Period & 1st Semester	Secretaries   Early Release Days			
May 29, 2017	Ending of Grading Pe  Ending of Grading Pe  October 7, 2016	orial Day (All Personnel Out)  Planning Days for Teachers/Para/10 montheriod Report Cards Go Out  Period Report Cards Go Out  Period & 1st Semester	Secretaries   Early Release Days			
May 29, 2017	Ending of Grading Pe  Ending of Grading Pe  Cotober 7, 2016	orial Day (All Personnel Out)  Planning Days for Teachers/Para/10 montheriod Report Cards Go Out  Period Report Cards Go Out  Period 1 Semester	Secretaries			
May 29, 2017	Ending of Grading Pe  Ending of Grading Pe  October 7, 2016	orial Day (All Personnel Out)  Planning Days for Teachers/Para/10 montheriod Report Cards Go Out  Period Report Cards Go Out  Period 1 Semester	Secretaries   Early Release Days			
May 29, 2017	Ending of Grading Pe  Ending of Grading Pe  Cotober 7, 2016	orial Day (All Personnel Out)  Planning Days for Teachers/Para/10 montheriod Report Cards Go Out  Period Report Cards Go Out  Period 1 Semester	Secretaries   Early Release Days			
May 29, 2017	Ending of Grading Pe  Ending of Grading Pe  October 7, 2016	orial Day (All Personnel Out)  Planning Days for Teachers/Para/10 montheriod Report Cards Go Out  Period Report Cards Go Out  Period 1 Semester	Secretaries   Early Release Days			
May 29, 2017	Ending of Grading Pe  Ending of Grading Pe  December 16, 2016	orial Day (All Personnel Out)  Planning Days for Teachers/Para/10 montheriod Report Cards Go Out  Period Report Cards Go Out  Period 1 Semester	Secretaries   Early Release Days			
May 29, 2017	Ending of Grading Pe  Ending of Grading Pe  Cotober 7, 2016	orial Day (All Personnel Out)  Planning Days for Teachers/Para/10 montheriod Report Cards Go Out  Period Report Cards Go Out  Period 1 Semester	Secretaries   Early Release Days			

#### **APPENDIX E**

#### **EVALUATION INSTRUMENT**

The Evaluation Instrument may be found on the Washington County School District's website at <a href="http://wcsdschools.com">http://wcsdschools.com</a>

A copy of the Evaluation Instrument will be given out at the beginning of each school year.

# APPENDIX F SUPPLEMENT SCHEDULE

### **Differentiated Pay Schedule for** Instructional Personnel

	For Add	itional Respoi	nsibilities	3	Base Pay	\$33,356
High School	Factor	Supplement	S	Title	-	
-	7.90	2,635	SUB21	Agriculture Instructor		· · · · · · · · · · · · · · · · · · ·
	2.00	667	SUA12	Assistant Athletic Director	- Baseball, Softb	all
	2.00	2.00 667 SUA13 Assistant Athletic Director - Basketball				
	8.00	2,668	SUA06	Assistant Coach-Major Sp	ort	
	3.23	1,077		Assistant Coach-Minor Sp	ort	
	10.00	3,336	SUA03	Assistant Football Coach		
	6.50	2,168	SUA01	Athletic Director		
	10.00	3,336	SUB17	Band Director - Including	Marching Band	
	2,58	861	SUB25	Assistant to the Band Dire	ector	
	6,50	2,168	SUB14	Cheerleader Sponsor (Va	rsity)	
	5.50	1,835	SUB15	Cheerleader Sponsor ("B"	Team)	
	7.00	2,335	SUB19	Drama Director		· <del>· · ·</del>
	2.00	667	SUGES	ESE	<del></del>	
	17.10	5,704	SUA02	Head Football Coach		
	10.00	3,336	SUA05	Head Coach-Major Sport	· ·	
	6.50	2,168	SUA07	Head Coach-Minor Sport		
	6.04	2,015	SUB22	Future Business Leader A	ssociation	-
	2.18	727	SUB01	Advanced Placement		
	2,18	727	SUB02	Dual Enrollment		
	2.77	924	SUB03	Journalism Sponsor		
Middle School	4.00	1,334	SUA11	Assistant Football Coach		
	7.50	2,502	SUB18	Band Director - Including	Marching Band	
	5.00	1,668	SUB16	Cheerleader Sponsor (Jur	nior Team)	
	6.50	2,168	SUA10	Head Coach-Major Sport		
	6.50	2,168	SUA09	Head Football Coach		
	2.18	727	SUA16	Assistant Coach-Major Sp	ort	
	1.74	580	SUB04	Journalism Sponsor		
Technical College	6.00	2,001	SUG16	Adult Ed Coordinator		
WISE	XXX	500	SUG81	Teacher Assigned - W.I.S.	.E.	
	XXX	500	SUG82	LEA Supplement - W.I.S.E		·
	XXX	38 / HR	IMA98	Teacher on Special Assign	nment - Assistant	Principal
One-Time Bonus	XXX	500		ESOL **		
	XXX	500		Reading Endorsement **		
	XXX	500		Mentoring Bonus		
	XXX	1,000		School Demographic Teac	her Transfer **	

<sup>\*\*</sup> To Be Implemented FY 2008-2009 as Per Established Criteria

- 1		
	Maximum Number Assistant Football Coaches (High School)	5

NOTE: In order to draw a supplement, work must actually be performed as verified by the principal.

**Major Sport** Baseball Basketball Softball Volleyball

**Minor Sport** Golf Soccer **Tennis** Track Weight Lifting

### APPENDIX G

### TRANSFER REQUEST FORM

NAME	DATE
PRESENT POSITION SCHOOL	GRADE OR SUBJECT
I REQUEST THE FOLLOWING TRANS	
I UNDERSTAND THAT IF A TRANSFER CONSIDERATION OVER SOMEONE W TIME, PROVIDING THEIR CERTIFICA EQUAL. I ALSO UNDERSTAND THAT FOR ONE (1) YEAR FROM THE ABOVE	HO IS NOT EMPLOYED AT THE ATION AND QUALIFICATIONS ARE THIS REQUEST SHALL BE VALID
	SIGNATURE
DISTRIBUTION: One (1) copy to Superintendent One (1) copy to Immediate Supervisor One (1) copy to Receiving Supervisor	
Request Granted	
Request Denied	
REASON: (0PTIONAL)	
	(Superintendent)