

2022-2025

**TENTATIVE
AGREEMENTS**

**ESCAMBIA COUNTY SCHOOL
DISTRICT**

&

**ESCAMBIA EDUCATION
ASSOCIATION**

ARTICLE I
GENERAL PROVISIONS

I.1 PREAMBLE

The School Board of Escambia County, Florida, hereinafter referred to as the Board, and the Escambia Education Association, hereinafter referred to as the Association, do hereby agree as follows:

- A. The purposes of the collaborative bargaining process are to
- (1.) comply with the provisions of Chapter 447 of Florida Statutes;
 - (2.) identify issues in an atmosphere of collaboration and common purpose; and,
 - (3.) identify solutions to issues or problems utilizing the collaborative bargaining process.

Both parties agree to meet regularly to address issues and concerns pertaining to application of the contract. Both the District and the Unions agree to bring issues and solutions to all discussions.

- B. This agreement shall, upon ratification, be in full force and effect July 1, 2022 through June 30, 2025.
- C. Issues may be raised through the appropriate collaborative process for consideration during the life of this Agreement.
- D. Formal ratification of amendments to this agreement may be held as necessary. Interim decisions to implement agreements before formal ratification shall be confirmed in writing in the form of Memoranda of Understanding ratified by the EEA Association Representative Council and the School Board.
- E. If negotiations and ratification are not complete as of the expiration date in the final year of the stated duration, this agreement shall extend automatically for a period of up to one (1) year beyond the expiration date.
- F. This Agreement shall constitute commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- G. All terms and conditions of employment shall be applied equitably among all bargaining unit members, at each work site, in compliance with the Master Contract.
- H. Should legal challenges to Florida Statutes that affect teachers evaluation and/or pay be upheld, the parties agree to reopen the relative articles in this agreement and shall meet to negotiate new language as it applies to these issues.

I.2 RECOGNITION

- A. The Board hereby recognizes the Escambia Education Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERC certification instrument (Case No: 8H-RC-754-1015) issued by the PERC in 1975.

The unit described in the above certification is as follows: Included: All employees who are regular full-time and part-time certified classroom teachers, media specialists/librarians, teachers of

exceptional students, counselors, occupational specialists, curriculum/testing/technology coordinators, deans, full time virtual school teachers, psychologists, visiting teachers/social workers adult education teachers, academic advisors, band/choral directors, vocational teachers, academic/behavior coaches, child find specialists, ROTC instructors and Speech Language Pathologists (who elected to remain within the unit as of August 2002) of the School Board of Escambia County, Florida.

By mutual consent of the parties, the following job titles and/or positions are considered to be a part of the bargaining unit: ESOL teachers, resource teachers, teachers on special assignment, full time Community School teachers, staffing specialists, homebound teachers and crisis teachers.

Excluded: All regular full-time and part-time employees who were civil service classified personnel such as secretaries, clerks, building maintenance, food service personnel and the following confidential and/or managerial status personnel: superintendent, deputy superintendent, assistant superintendent, director, principal, assistant principal, specialist, Speech Language Pathologists (who elected to exit the unit as of August 2002) and other employees of the School Board of Escambia County, Florida.

B. Definitions

1. The term “Board” as used in this agreement shall mean the School Board of Escambia County School District or its duly authorized representatives.
2. The term “teacher” as used in this agreement shall mean all employees represented by this Association in the bargaining unit as defined and certified by the Public Employees Relations Commission.
3. The term “Association” as used in this agreement shall mean the Escambia Education Association or its duly authorized representatives or agencies.
- 4.

I.3 MISCELLANEOUS

- A. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, or should state or federal legislation be adopted which invalidates any provision of this Agreement, the provision shall be modified by mutual agreement of the parties, in a written and signed agreement to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of this Agreement.
- B. This Agreement shall supersede any policies, rules, regulations, or practices of the Board which are contrary to or inconsistent with the terms of this Agreement.
- C. Any individual contract between the Board and an individual teacher shall be made expressly 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.
- D. Primary access to copies of the “Collective Bargaining Agreement between the Escambia County School District and the Escambia Education Association” shall be through an electronic version that shall be available on the District website and Association websites. On the District’s website, the Master Contract shall be posted and clearly labeled. Along with the Master Contract, all

Memoranda of Understanding, Evaluation Handbook and all other agreements affecting terms and conditions of employment currently enforced shall be posted.

- E. Nothing in this Agreement is intended to remove or reduce any rights or privileges gained by Florida law or federal statutes, but no violation of state law or federal statutes shall be grievable under the terms of this Agreement.

ARTICLE II EMPLOYMENT CONSIDERATIONS

II.1 EMPLOYMENT PHILOSOPHY AND COMMITMENT

The parties to this Agreement believe that high quality public schools are essential to the continued success of our democratic society and system of economic capitalism. The parties agree that a highly trained and qualified instructional workforce is a key factor in developing and maintaining such a quality system of public schools in Escambia County.

II.2 IN-FIELD CERTIFICATION

- A. Each teacher shall be assigned to teach in a grade level or subject area within the scope of his/her certification. In emergency situations, exceptions may be made, with the approval of the Superintendent and the Board, who shall take reasonable action to appoint a teacher with proper certification. Consistent with state statute, such authorization shall not exceed the remainder of the current school year.
- B. In order to comply with Federal and/or Florida Statutes that have the effect of altering teachers' certification status, the District will continue to support teachers in their effort to achieve compliance with the Federal or Florida Statute ("support" may include economic reimbursement and/or release time and/or tutoring and/or other appropriate strategies).

II.3 WORK YEAR

The standard work year for members of this unit shall be one hundred ninety-six (196) days for 10 month contracts. Extended duty contracts based on specific program requirements or purposes may be issued to members of this bargaining unit for 11 or 12 month contracts.

II.4 PAY SCHEDULE

- A. Salaries for teachers shall be paid in twelve (12) equal installments. Employees shall not be required to work more than twenty-one (21) days before receiving the first of these equal installments. The Payroll Department will provide the Association with a schedule of pay dates prior to the beginning of each fiscal year. All teachers will receive their wages via direct deposit of salary at the financial institutions of their choice. Pending a survey provided by the Escambia Education Association in conjunction with ratification. If respondents say, "Yes", the District will begin the process to implement the 24 pay periods in January 2024 OR July 2024.
- B. Teachers will be notified electronically of the availability of an electronic pay stub with each pay period. The pay stub shall provide:
 - 1. Type of pay (payroll, special – in-service, special- bonus, extended duty; summer school, etc.);
 - 2. Current and year-to-date pay, FICA, FRS and Federal Withholding, data;
 - 3. Authorized deductions by amount and payee;
 - 4. District contributions; and,

5. Level and Supplements

- C. Pay that is not part of the instructional salary schedule (Appendix A) shall be identified by title or another descriptor.
- D. The workforce management system (KRONOS) shall be updated each pay period to reflect current and year to date leave usage and accumulation.

II.5 PLACEMENT ON THE INSTRUCTIONAL SALARY SCHEDULE

A. General Provisions

- 1. Teachers shall be placed on the Instructional Salary Schedule (Appendix A) based on documented qualification, training and experience credit as outlined in this section.
- 2. Proper work experience or service (as outlined in this Section) which is claimed as credit for placement on the Instructional Salary Schedule must be properly documented in Human Resources as satisfactory work experience before placement may be granted.
- 3. Teachers who break their service with Escambia County and then return to employment within the district shall be placed on the Instructional Salary Schedule based upon applicable Florida Statute and contract provisions. The placement schedule will be adjusted every year following salary negotiations to reflect the agreement.

B. Credit for Prior Teaching, Military, Governmental and/or Employment Experience

- 1. Teachers will receive experience credit for placement on the Instructional Salary Schedule for all creditable teaching experience subject to the following provisions:
 - a. Instructional employees shall receive credit for experience, for purposes of placement on the Instructional Salary Schedule using applicable Florida Statutes and contract provisions for the year in which the employee was hired.
- 2. Teachers will receive credit on the Placement Salary Schedule for active military service, up to a maximum of ten (10) years. To receive a year of credit, at least ten (10) months of service must have been rendered as verified by the proper military authorities.
- 3. Speech Language Pathologists will receive credit on the Instructional Salary Schedule for clinical experience up to a maximum of fifteen (15) years, provided they held or were eligible to hold a valid regular state teaching certificate or license during those years.
- 4. Teachers will receive additional credit for placement on the Placement Salary Schedule for these specific types of experience:
 - a. Private school teaching experience, provided they were eligible to receive a teaching certificate;
 - b. Public junior college, community college, college or university teaching experience, if the District determines they were eligible for certification or licensure during that time and the experience was equivalent to Pre-K-12 experience;

- c. Teachers may receive a maximum of fifteen (15) years credit for outside work experience in nursing, health education, library/media specialty field, business and/or vocational occupations (which are directly related to the subject matter taught) and counseling, if the District determines they were eligible to be certified or licensed during those years and the experience was equivalent to K-12 experience.

C. Placement for Retired Educators

It is the intent of the parties to treat all retired educators equitably for credit on the salary schedule.

1. Educators who retired from Escambia District Schools and who return to full time employment in Escambia District Schools shall receive ten (10) years of experience credit for placement purposes.
2. Educators who retired or who will be eligible for retirement from any other school district during their first year of employment with the Escambia District Schools shall receive ten (10) years of experience credit for placement purposes.

D. Credit for Governmental Service

Teachers may receive a maximum of fifteen (15) years credit for placement on the salary schedule for elective or governmental service related to education prior to becoming a teacher or service that required a teacher to take an extended leave of absence provided the combination of the two does not exceed fifteen (15) years. Years shall be determined based on the type of service.

1. Educators with experience in the classroom dealing directly with students shall receive one year credit on the salary schedule for every three full years of verifiable experience.
2. Educators with experience at school sites or having direct supervision of students outside the classroom setting shall receive one year of credit on the salary schedule for every four full years of verifiable experience.
3. All others with governmental service experience related to education shall receive one year of credit on the salary schedule for every five full years of verifiable experience.

II.6 CONTRACT STATUS

- A. All teachers shall be issued a Notice of Employment commitment within thirty (30) days of hiring. If negotiations are incomplete, the notice will provide the existing salary schedule and a statement that the employee's salary will be consistent with the appropriate salary schedule upon its ratification by the parties.
- B. The principal shall recommend to the superintendent an annual contract within the district for the following school year for all probationary or annual contract employees who: receive a rating on the E3 observation instrument of Highly Effective or three (3) consecutive years of Effective; have received no ratings in any component of Danielson on their final E3 evaluation for the previous year of Needs Improvement/Developing or Unsatisfactory; have met all statutory requirements for rehire; and have not received discipline in the form of within Article II.6.B is not intended to guarantee multi-year contracts. It states that a principal shall recommend a teacher who has met the criteria set forth within the terms of this section to the Superintendent for an annual contract.

- C. Probationary and annual contract teachers shall be notified of their reappointment for the subsequent year as soon as possible (before the end of the post-school period if at all possible). The parties urge worksite administrators to give sincere consideration for employment of probationary and annual contract teachers who worked in an Escambia District School during the previous year with properly documented satisfactory or better work records. The names of all probationary and annual contract teachers with overall satisfactory or better evaluation ratings who have not been re-employed by June 1 of each year, shall be placed on a list to be circulated on or before June 15 each year to all building administrators for their consideration in employing teachers. The list shall include name, area of certification and Escambia County experience. (Nothing in this section is intended for the District to show just cause for non-renewal of probationary and annual contract employees.)
- D. Any teacher who successfully completes the START (Successful Teachers Assisting Rising Teachers) Program and meets all statutory requirements for rehire shall have their contract renewed for the year following their participation in the program provided there is a position within the school district for which they are certified.

II.7 PROFESSIONAL COURTESY

- A. The parties are committed to a work atmosphere characterized by "professional courtesy" and believe that it is the responsibility of all District employees to treat everyone involved in our education environment with dignity and respect. No derogatory comments shall be made to any employee in the presence of other District employees, students, parents, or other visitors. Whenever possible, critical counseling shall be conducted in a manner and in a location that will maintain professional courtesy and avoid undue embarrassment to the members of the bargaining unit.
- B. Critical opinions, information or judgments that are not documented through the evaluation or disciplinary process shall not be communicated by former/current administrative supervisors to new and/or potential administrative supervisors in any manner.

**ARTICLE III
RESOLUTION OF GRIEVANCES AND PROBLEMS**

III.1 PROBLEM RESOLUTION

The parties agree that it is most desirable for a grievant and the appropriate administrator/supervisor to discuss the matter informally in an effort to resolve the problem. An Association representative may be requested to assist in efforts to resolve the problem informally with the appropriate administrator/supervisor. The appropriate administrator/supervisor may also have a designee present. It is the intent of the parties to exclude bargaining unit members from the above referenced administrator/supervisor. Should informal procedures fail to satisfy the grievant, then the grievance shall be formally processed as follows.

III.2 DEFINITIONS

- A. A "grievance" is a complaint by a teacher, or group of teachers (only as described in III.6.E.), or the Association (for rights granted the Association and issues of general concern) based on an alleged violation, misinterpretation, misapplication, or inequitable application of the provisions of this Agreement. When an issue arises of concern to the Association, the Association and the Board's Representative shall confer to pursue possible solutions. (Individual complaints or allegations are not considered "general concern.")
- B. The term "days" when used in this Article shall, except where otherwise indicated, mean teacher work day.
- C. A "building" is a school or an assigned work site.

III.3 GRIEVANCE PROCEDURES

- A. Level I - Worksite

The Association may present the grievance in writing to the grievant's immediate supervisor who will arrange for a meeting within ten (10) days after receipt of the grievance. The grievant, an Association representative, and the grievant's immediate supervisor may also request that a representative of the administration be present on his behalf. The supervisor must provide the Association and the grievant a written answer on the grievance within ten (10) days from the date of said meeting. The answer will state the rationale for the decision. By mutual agreement, the timelines may be extended to achieve the most suitable resolution. If the grievance is a result of suspension or termination, both parties may agree to move from Level I to Level III if the employee and the Association seek an arbitration hearing.

- B. Level II - District

If the Association and the grievant are not satisfied with the disposition of the grievance at Level 1, the grievance may be referred to the Superintendent. The Superintendent or the Superintendent's designee shall arrange for a meeting with representatives of the Association and the grievant(s) to take place within ten (10) days of receipt of the appeal. The Superintendent or the Superintendent's designee shall have ten (10) days to provide a written answer after the meeting has been completed. The answer shall state the rationale for the decision. This time limit may be extended only by mutual consent of the parties. The parties may mutually agree after the Level 2 hearing decision to pursue resolution through mediation, with no impact on the necessary timelines.

C. Level III - Arbitration

If the Association is not satisfied with the disposition of the grievance at Level II or if the time limit for response at Level II has expired without the issuance of the required written answer, the grievance may be submitted within thirty (30) days to final and binding arbitration according to the rules of the American Arbitration Association

III.4 TIME LIMITS

- A. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at any level should be considered as a maximum and, every effort should be made to expedite the process.
- B. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the Board and the Association. Grievances filed after May 1, shall be processed as expeditiously as possible so that the grievance may be resolved prior to the end of the school term or as soon thereafter as practical.
- C. Any grievance shall be filed within twenty-five (25) days of the alleged violation. When illness, injury, or other emergency prevents the filing of a grievance or the appearance of the grievant(s) at a grievance meeting, the time limits shall be extended to such time as the grievant(s) can file such grievances or appear at such meeting.
- D. If the administration fails to comply with the stated time limits and no extension has been stipulated, the grievance is deemed to be appropriate at the next higher level. If the grievant fails to comply with the stated time limits and no extension has been stipulated, the grievance shall be considered to be untimely.
- E. Notwithstanding the expiration of this Agreement, any complaint or grievance having begun there under shall be processed to completion under the terms and conditions of this Article.

III.5 COSTS

- A. Should either the Board or the Association request a transcript of the proceedings at Level II or III, then the requesting party shall bear full costs of the transcript. If each party requests a transcript, the cost of the two transcripts will be divided equally between the parties.
- B. Grievance arbitration expense will be borne equally by the Board and the Association.

The parties will request the hearing officer to schedule Level III hearings at a time which will not require a substitute for the grievant or his/her witnesses. However, should the hearing officer schedule the hearing during any grievant's workday, the Association will bear the costs of substitutes for the grievant(s), the Association representative(s) and its witnesses at Level III.

III.6 MISCELLANEOUS

- A. All teachers are entitled to fair, reasonable and equitable treatment in the processing of grievances. A teacher who participates or intends to participate in any grievance shall not be subjected to sanctions, discipline, reprimand, warning, reprisal or transfer because of such participation or intention to participate.

- B. No record dealing with the processing of any grievance shall become a part of the personnel file of any individual teacher.
- C. No teacher shall be required to discuss a grievance if an Association representative is not present.
- D. Grievances shall be filed on the form attached hereto as Appendix E. Such forms shall be available at the Association office and in the office at each building.
- E. Identical grievances with identical relief sought, arising at more than one building and grievances arising at a level other than the building level, shall be processed in the manner specified above, except that such grievances will be initiated with the Superintendent or the Superintendent's designee rather than the grievant's immediate supervisor.
- F. Grievances will ordinarily be processed after regular working hours of the grievant(s). However, should a grievance meeting take place during work hours, the grievant(s) and the Association representative(s) shall be excused from their regularly scheduled duties and shall suffer no loss in pay. When the District has the authority to schedule grievance hearings, the District will assume the costs associated with substitutes, if needed for the grievant(s) and any witnesses if a grievance hearing is scheduled during the student day.
- G. Association grievances shall be initiated at Level II.
- H. The parties may mutually agree after the Level II hearing decision to pursue resolution through mediation, with no impact on the necessary timelines.

**ARTICLE IV
ASSOCIATION AND MANAGEMENT RIGHTS**

IV.1 DUES AND ASSESSMENT DEDUCTIONS

- A. Any member or prospective member of the Association may complete and appropriately sign a dues deduction card which denotes the teacher's choice of two standard deductions and a third when available. Upon completion of the card and submission to the Board's designee, the individual will have his/her dues deducted and transmitted to the Association in equal payments. Deductions shall be remitted to the Association within ten (10) days of the deduction. Such authorization shall remain in effect until revoked in writing by the employee, who shall give thirty (30) days prior notice to the Board and the Association. Copies of any request to discontinue deductions shall be transmitted to the Association no later than concurrent with the payroll deduction check and roster for the pay date in which the request becomes effective. In regard to dues deduction, the Board shall be held harmless in all cases of tort and civil liability brought by an Association member when such action is taken in reliance upon information supplied by the Association.
- B. Payroll deductions shall be made by the Board when authorization has been given by the teacher for insurance coverage, credit union, United Fund, tax sheltered annuities and United States Savings Bonds. Tax-sheltered annuity funds shall be transmitted within five (5) days of the deduction.

IV.2 USE OF FACILITIES AND COMMUNICATION

- A. The Association and bargaining unit members shall be allowed to use school buildings during the one (1) hour period immediately prior to the beginning of the teachers' work day and during the two (2) hour period immediately following the end of the teachers' work day provided such meetings do not interfere with previously scheduled meetings. The Association and bargaining unit members shall be allowed to use school buildings at other times with the authorization of the building principal. Additional custodial and other expenses incurred as a result of the meetings officially sanctioned by the Association will be paid by the Association. Every effort will be made to schedule the meetings with the principal three (3) days in advance.
- B. Teachers shall have the right to receive notice of Association meetings in school mailboxes and/or through e-mail and all Association publications and announcements in their school mailboxes. The use of courier service shall be limited to the distribution, to the Escambia Education Association, of documents or other data required to be furnished to the Association by this Collective Bargaining Agreement. Courier service relationship with the Association will be limited in scope to that which, on advice of counsel, would not conflict with the United States Postal Regulations.
- C. At least one-third (1/3) of existing bulletin board space in each teachers' lounge shall be available for Association use. (No political posters.)
- D. Duly authorized representatives of the Association shall be permitted on school property as long as instructional operations are not disturbed. Upon arrival at the school building the Association's Representative will check into the office. If the presence of authorized Association representative(s) would disrupt a specific function or circumstance at the worksite, the administrator may so notify the Association representative(s) and work collaboratively with the representative(s) to establish a suitable alternative time.
- E. Officially designated Association Representatives shall be allowed to make brief announcements during faculty meetings and/or through e-mail. Upon adjournment of regular faculty meetings, an

Association representative will be given an opportunity to meet with faculty members. EEA Association Representatives shall be permitted to work with the site administrator and schedule site meetings of members and/or non-members before or at the conclusion of the student attendance day at least once per month. Additionally, EEA Association Representatives shall have the right to carry out Association elections and balloting for ratification of amendments to the Master Contract within the timeline established for each. Site administrators and Association Representatives are expected to work collaboratively to facilitate such meetings as well as the normal operation of the school day.

- F. The Association will be provided a mailbox at the J. E. Hall Center. All correspondence shall include a return address and sender's name.

IV.3 DOCUMENTS AND DISTRICT COMMITTEE PARTICIPATION

- A. The Board shall furnish the Association, electronically, each month, a list of all teachers currently employed and the following information about each of these employed teachers: school assignment, type of certification held, placement on the salary schedule, amount of annual salary, amount of supplementary pay received and the fund from which the teacher's salary is drawn. Such information about teachers employed shall be given to the Association within thirty (30) days of the beginning date of employment.
- B. The Board agrees to furnish the Association copies of public documents upon request by the Association. The Association will pay the Board an amount of money per page which is identical to the amount charged members of the public for similar information except in cases where copies of the documents are of mutual interest to the District and the Association.
- C. The District will make available to the Escambia Education Association all information of interest to the teacher bargaining unit with the same courtesies applied to all profit and non-profit organizations.
- D. Depending on the size of the committee, a minimum of three (3) bargaining unit members appointed by the Association President, shall serve as members of each county level committee concerning salary, wages, curriculum, schedules, other terms and conditions of employment and other items mutually identified by the parties, except the Board of Trustees of the Escambia District Self Insurance Plan. Should the Association President feel the members of the Bargaining Unit are under represented on the committee, he/she may contact the District to determine the appropriate number of appointees to the committee. The Collaborative Bargaining Team will determine the appropriate composition of committees that arise from the Collaborative Bargaining process. (Chapter 447, Florida Statutes).
- E. Duly elected faculty members shall serve as representatives on the Superintendent's Advisory Council.

IV.4 ASSOCIATION LEAVE

- A. The President of the Association, upon request, shall be granted full time temporary duty leave during his/her term of office. The President shall receive credit toward annual salary increments and shall be allowed to remain a part of the retirement and insurance programs available to other teachers. The Association will reimburse the Board for all costs incurred by this stipulation. This cost shall include retirement, salary and other fringe benefits. The President shall return to his/her previously assigned duty and work site upon completion of his/her term of office.

- B. Representatives of the Association designated by the Association President shall be granted a cumulative total of up to one hundred thirty (130) professional leave days per school year. The Association agrees to provide appropriate notice and to work with the District to minimize the impact of the use of Association Leave. Leave days covered under the provision of this paragraph are not to be included in the limitations established in Section E-1 of Article XII, Leave Provisions.

IV.5 MANAGEMENT RIGHTS

- A. It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this collective bargaining agreement.
- B. This Agreement recognizes Florida Statute 447.309(2) which reads in part: "The failure of the legislative body to appropriate funds sufficient to fund the Collective Bargaining Agreement shall not constitute, or be evidence of any unfair labor practice."
- C. District employees are encouraged to cooperate in the investigation of grievances.
- D. In the event the District properly notifies the Association in writing and exercises a management right pursuant to this article or Section 447.209 Florida Statute, and the Association requests impact bargaining, the District will refrain from implementation of said management right (excluding disciplinary action) for 14 days to allow bargaining concerning the impact. Following the 14 day period, the district may implement the specific management right while negotiation on the issue is ongoing.

IV.6 CONSULTATION AND/OR COLLABORATIVE EFFORTS

From time to time, circumstances arise which may not specifically be anticipated by the provisions of this Contract, but may be dealt with most effectively through District-Association collaboration and/or consultation. When, by mutual consent, the parties determine to address such issue(s), Memoranda of Understanding may be developed and signed which codify the terms, duration and scope of said understanding. This provision is not intended to limit any rights or actions afforded the District pursuant to Article IV.5 of this agreement.

**ARTICLE V
WORKING CONDITIONS**

V.1 WORK DAY

- A. The standard work day for all members of this unit shall be seven and one-half (7½) hours, including at least a twenty-five (25) minute duty-free lunch as provided for in Section G of this Article.
- B. If circumstances arise which warrant consideration of a temporary, short-term (five [5] work days or less based on an emergency as declared by the Superintendent) alteration of the standard day, the Association shall be notified. The Association shall be provided with an explanation of the circumstance which exists and a description or list of positions or employees affected.
- C. Teachers shall be expected to perform their professional responsibilities in regard to student conferences, parent conferences, and other after-work school activities as necessary and as provided in V.2, Sections A and B of this Article.
- D. Teachers may leave the school during the workday with the approval of the principal or principal's designee (teachers must sign-out upon leaving and sign-in upon return to school).
- E. Teachers may be required to indicate their presence on arrival or sign out on departure from a work site at other than the end of the standard work day. When and if an electronic system is being used for attendance, teachers will have the ability to review the timestamp to verify accuracy.
- F. Teachers shall be allowed to leave at the close of the student day on election day and days when attendance is required at an after-hours school sponsored activity.
- G. Each member of the bargaining unit shall have at least a twenty-five (25) minute duty-free lunch when not on an assigned duty. Assigned duties which occur during lunch periods shall be assigned equitably so that each member has this duty-free lunch period as frequently as possible during the school year. The principal will work with the Duty/Planning Time Committee (if established) to develop a plan to provide duty free lunch and to assure reasonable supervision of students including contingency plans for emergency situations. If the Duty/Planning Time Committee is not established, the principal will work with a group of teachers (inclusive of an EEA representative appointed by the EEA president) to develop a plan to provide duty free lunch and to assure reasonable supervision of students including contingency plans for emergency situations. Once such a plan is developed it will be explained to the faculty. NOTE: The principal shall provide the Office of Human Resources a copy of the duty-free lunch schedule for the coming school year no later than three (3) weeks after the teachers report for pre-school. In the event the plan needs to be significantly adjusted, the adjusted plan will be provided. The Union will be provided a copy of the plans upon request.
- H. Work Days When Students Are Not In Attendance
 - 1. The main purpose of work time on days when students are not in attendance is for professional development, teacher planning and preparation for instruction and/or school improvement.
 - 2. Meetings, in-service and other non-teacher directed time during non-student days shall be well planned, designed to communicate vital information about school operation or improvement

and implemented in such a manner as to maximize time for teacher directed use in planning and preparation for instruction.

3. Teachers shall be provided at least one hour to eat lunch on days when students are not in attendance. At their discretion, teachers may leave campus during said meal time.

V.2 ATTENDANCE AT MEETINGS

- A. General faculty meetings shall be brief and well-planned and shall not exceed the work day by more than thirty (30) minutes. At meetings, or portions of meetings, which do not pertain to education, attendance shall be voluntary. Except in case of emergency, teachers will be given notice, as soon as possible, of faculty meetings that take place during the workday. Except in case of emergency, teachers will be given at least three (3) days' notice of all faculty meetings that may extend beyond the teacher work day. Faculty meetings which exceed the regular work day shall be held no more than once a month except in cases of emergency. General faculty meetings held during teachers' planning periods will occur no more than once a month.
- B. Teachers shall not be required to attend more than two (2) school-wide events (Open House, PTA, etc.) during a school year in addition to the seven and one-half (7½) hour work day. On the day teachers are required to attend school-wide events, they shall be allowed to leave immediately upon dismissal of students.

V.3 SANCTITY OF THE CLASSROOM

- A. Observation of a teacher's class or individual student by persons other than the administrative/supervisory/district staff acting in official capacity shall be allowed only after arrangements have been made with the principal. The teacher shall be notified that an observation request has been received a minimum of twenty-four (24) hours prior to the requested visit. Said notice shall include the person(s) requesting the visit, the student(s) involved, and any special concerns or issues. Prior to the visit, the principal shall verify that the observation will not disrupt the learning environment. Observation of classes by students and other persons who do not have a legitimate interest in the teaching-learning process shall have prior approval of both the teacher and the principal.
- B. No teacher shall be required to leave a classroom for an unscheduled parent conference except in case of an emergency. If said emergency occurs, it will be the responsibility of school administration to arrange for adequate supervision.

V.4 NON-DISCRIMINATION/POLITICAL FREEDOM

- A. All teachers shall have entire liberty of political action, except direct political activity during the work day.
- B. All teachers shall be entirely free from political domination or coercion or the pretended necessity of making political contributions of money, or other things of value, or engaging in any political work or activity against their wish under the assumption that failure to do so will in any way affect their status as employees of the school system.
- C. The Escambia County School Board agrees that it will abide by all applicable State of Florida and Federal laws, and the Florida and United States Constitutions provisions prohibiting discrimination, including controlling and final judicial interpretations.

V.5 SUMMER SCHOOL

In order to augment a quality educational experience for students, summer school programs shall be offered by the District consistent with federal, state and grant funding available to the Escambia County School District. Teachers in the regular school program shall be eligible to participate in summer employment.

A. Compensation

1. Compensation for summer school shall be at the employee's hourly rate of pay as provided for in the regular teaching program.
2. Compensation for summer school shall be paid within two weeks after the last day of summer school.

B. Application/Selection Process

1. All employees who wish to teach summer school shall submit the appropriate application form to the Human Resources Department. The application shall include, but not be limited necessarily to, name, school assignment, area(s) of certification, number of years teaching, number of years teaching in Escambia County, number of years teaching in summer school and other pertinent data as mutually determined.
2. The names of all summer school applicants shall be placed on a list which shall be circulated to the administrator in charge of each designated summer school site. Except in case of inadequate numbers of applications of certified personnel, only persons who applied by the summer school application deadline may be considered for summer school employment.
3. The application/selection process shall be structured in such a manner as to provide for the earliest possible notification of employment. Applicants who are not placed in summer positions shall be notified of their status upon request.
4. All normal benefits shall accrue during summer school assignments. All rights guaranteed by this contract shall be applicable during summer employment.
5. Summer school instructional positions shall be assigned to employees who served in an Escambia District instructional position during the previous academic year unless inadequate numbers of employees who meet all other criteria apply.
6. If a summer school teacher is released after the beginning of student attendance, that teacher shall be given a minimum of three (3) hours to a maximum of six (6) hours of paid time without students to complete paperwork, records and clear personal belongings from the assigned teaching space.
7. The parties agree to establish a team of District Administrators and EEA members to study issues related to summer school employment and plan the implementation of this Article annually prior to the post school period.
8. Selection of teachers for summer school shall be based on specific criteria. The criteria for selection of teachers for summer school shall be made known to all teachers before

implementation of the selection process. Appropriate criteria shall include certification, recent experience, past summer school experience, training and work record. Escambia District seniority shall be the determining factor when qualifications are substantially equal among applicants for summer school.

9. Staffing for summer schools which serve students from more than one school or center shall reflect, as closely as possible, the projected ratio of students from each school or center. If insufficient applications are received from any participating school(s), applicants from other schools may be employed.
10. If the summer center serves only students from that center, teachers from that center shall have first priority for employment.

V.6 PROFESSIONAL DEVELOPMENT

- A. The parties value on-going high quality professional development opportunities for teachers as a part of the District Goal to maintain a “highly trained and qualified work force”. The District will plan and implement appropriate professional development opportunities through an appropriate department and/or committee.
- B. Teachers (appointed by the Association President) and other appropriate education professionals shall be involved in the planning, and implementation of any District Professional Development program. The primary consideration for all professional development shall be its effectiveness.
- C. Professional Development credits for certification extension will be given per appropriate State Department Regulations and/or School Board Policy and procedures.
- D. The President of EEA or designee shall serve on the Professional Development Committee and shall receive all publications, notices, minutes, etc. associated with the operation of the Committee.
- E. The District and Association are committed to providing access to the Association’s professional development programs for District Instructional staff.
- F. Safety training required by the District shall be limited to those topics required by Federal and State statute. All other safety trainings shall be voluntary.

V.7 FACILITIES

- A. A private room and telephone privacy shall be provided from existing facilities in each school for necessary teacher conferences with parents or students when feasible.
- B. Each school shall be kept in a clean and sanitary condition, as determined by the Superintendent or his designee.
- C. Once an unsafe, unhealthy, or hazardous building or facility condition has been reported by a teacher, the principal shall take steps to have the situation corrected. The reporting system shall notify the principal of maintenance updates and the principal shall relay pertinent updates to the teacher(s) affected. If no corrective action is taken within a realistic, reasonable amount of time, the unsafe, unhealthy, or hazardous condition shall be reported to the Superintendent or his/her appropriate county-level designee for immediate evaluation as to corrective action.

- D. District/School provided machinery and facilities will be maintained and upgraded to assist teachers in the preparation of instructional materials. Site based administrators shall ensure that teachers shall have access to a computer with Internet, the district's internal e-mail system, access to secured storage and other technological services provided by the district or school.
- E. Within budgetary limitations, the Board within its discretion shall provide teachers with instructional materials necessary to the performance of their duties. Each teacher shall have the right to request school funds for the purchase of instructional materials not available through the District's warehouse. Each purchase shall be subject to the approval of the principal. Teachers may receive an explanation upon request as to the reason for insufficient instructional materials.

V.8 MEDICAL/HEALTH ISSUES

- A. For required medical examinations, for reasons other than absenteeism, cost shall be paid by the Board. The teacher shall be given a list of at least three (3) physicians from which he/she may choose to do the examination. If the teacher does not agree with the findings of the Board's physicians, he/she will have the right to submit to the Board the results of a medical examination by his/her own physician at the teacher's expense.
- B. Teachers shall not be required to examine students for head lice.
- C. Teachers shall not be required to handle body fluid spills, unless such action is a routine, integral part of their assigned duty. Any teacher so assigned shall be provided with appropriate training and the necessary equipment and supplies to insure the safe performance of any such duty.
- D. Appropriate training experiences shall be designed, delivered, evaluated and updated at least once annually to all teachers to assure that employees are familiar with their rights and responsibilities associated with Blood Borne Pathogens. Adequate supplies of appropriate health kits shall be maintained in locations which are easily accessible to all teachers and shall include those items necessary to deal with body fluid spills.
- E. Any educational services, procedures and activities which are beyond those provided in the normal educational setting which are to be provided for children with disabilities shall be enumerated in the student's Individual Education Plan (IEP). Medical and health related services specified within the IEP shall be provided by appropriate personnel whether the student is served in specialized ESE or regular classroom setting. Contingent emergency plans shall be maintained and updated which address medical and health related services which cannot be provided by teachers.
- F. Teachers shall not be required to administer medication or perform "invasive" health/hygiene procedures. (Exception: Teachers *may volunteer* to administer medication on field trips with proper training if there is no other person that can be designated.)
- G. Within the meaning and intent of Florida Statute 768.28, the District shall assure appropriate immunity to teachers who are the subject of legal action challenging the provision of services to children with disabilities. The District will not agree to provide nor direct its employees to perform duties which are deemed to be regulated by medical and/or nurse practices acts except through appropriate medical/health care providers.
- H. In cases where students with disabilities are provided services in regular education classroom settings and this circumstance alters the Blood Borne Pathogen risk level of the teacher, the District shall provide the teacher immediately with information and access to medical protection.

V.9 PAID HOLIDAYS/CALENDAR

- A. Each teacher shall receive six (6) paid holidays. Teachers on 11 or 12 month contract status shall receive additional appropriate holidays that fall within their employment year.
- B. 10-Month teachers opting in for extra pay in the summer will not receive paid summer holidays.
- C. The calendar, including paid holidays, for all teachers (10 month, 11 month and 12 month) for the next school year will be posted in each school before the last work day of the current school year and during pre-school planning period each year.
- D. The Calendar Committee will meet as required by the School Board Policy to consider changes in the school calendar and shall make recommendations to the Superintendent for approval. The Association will be notified before any changes are made in the school calendar. (This item shall not apply in emergency situations.)

V.10 LEAST-RESTRICTIVE ENVIRONMENT

- A. The Board and the Association embrace the philosophy that "All Students Can Learn" and that quality educational opportunities must be provided for all students in their Least Restrictive Environment. Further, the Board and the Association agree that under appropriate circumstances, the Least Restrictive Environment for children with disabilities is the regular classroom. Placement of such students into regular classrooms shall meet the requirements for a "Least Restrictive Environment" as defined in the Individuals with Disabilities Education Act and State Board Rule.
- B. The Board and the Association believe that appropriate in-service, certification and professional training experiences for staff enhance the educational atmosphere for all students.
- C. Prior to integration of a child with disabilities into a regular classroom, an IEP Committee comprised of the principal (or designee), ESE teacher, staffing specialist and other professional personnel where appropriate, parents and/or the student will meet to consider relevant educational and medical information and to determine a program which will enhance the student's educational and social development. The receiving classroom teacher shall be invited and encouraged to attend the meeting. A medical needs assessment shall be completed/reviewed by the committee when appropriate and provided to the appropriate individuals.
- D. Factors to be considered when making classroom assignment decisions shall include but not be limited to:
 - 1. educational and social needs of the student
 - 2. skills of teachers/staff
 - 3. in-service and training record of staff, and
 - 4. receptiveness to serve children with disabilities.

However, in all instances, services/personnel/equipment outlined in IEP shall be provided in the most appropriate environment.

- E. In schools where students with disabilities and/or students with temporary disabilities are served, an emergency plan shall be maintained and updated addressing emergency concerns including medical and mobility issues and distributed to the appropriate personnel in the school, site or center.
- F. When the primary service/care provider is absent, appropriate alternative measures shall be taken.
- G. The Board and the Association recognize that students with severe behavior problems may disrupt the classroom setting and the rights of others in the classroom to learn. When the teacher(s) identify behavior(s) which are continually disruptive and detrimental to the well-being of others, the IEP Committee shall review the situation to resolve the problem.

V.11 EMPLOYMENT PRACTICES FOR EXTENDED DUTY

- A. Employment in special programs which are scheduled outside the normal workday and which are designed to augment the District's instructional program shall be considered extended duty and shall be paid in accordance with the provisions outlined in Article XIII.4.
- B. Selection of teachers for extended duty programs shall be based on specific criteria which shall be made known to all teachers before implementation of the selection process for said duty. Appropriate criteria shall include certification, recent experience, training and work record. Escambia District seniority shall be the determining factor when qualifications are substantially equal among applicants for extended duty positions.
- C. If the extended duty program serves only students from one school or center, teachers from that school or center shall have first priority for employment. If the program serves students from more than one school or center, the application and selection process shall be open teachers from all schools or centers served.

**ARTICLE VI
PROFESSIONAL ISSUES**

VI.1 CLASS SIZE – CLASS LOADS

- A. The parties to this agreement believe that quality instructional opportunities for all students require sensitive attention to appropriate class size. Further, we believe that care should be taken to maximize the student-teacher interaction through manageable and educationally sound class size. The parties believe that our mutual goal should be to continue progress toward reduced class size.
- B. Efforts will be made to keep classes as small as possible. A teacher who believes he/she has an overload of students in a class has the right to discuss a possible solution to the problem with the principal. The principal, will make reasonable efforts to ensure equitable distributions of the workloads within the grade or department. Should a teacher provide evidence that the size of a class creates a safety or health issue, or adversely affects the students' ability to succeed, the teacher may request a review from the appropriate administrator to look for solutions to the problem. If an adjustment cannot be reached the teacher may request the reasoning in writing.
- C. When a special area teacher (Art, Music, P.E.) is conducting a class, the regular classroom teacher will not be required to remain in the classroom. Where unusual circumstances exist, the principal will have the authority to keep the regular teacher with his/her class for the entire time when a special teacher is conducting the class. In this circumstance, the regular classroom teacher will be compensated at their regular rate of pay for the number of minutes the dual-supervision is required.
- D. When developing class schedules consideration will be given to the needs of students with exceptionalities in establishing class size.

VI.2 DUTIES AND RECORD KEEPING

- A. Probationary teachers, or those teachers with overall Needs Improvement and Unsatisfactory evaluations from the previous year's evaluation, upon request may be required to submit lesson plans to the principal. These lesson plans may not be required for a period of more than two (2) weeks in advance. Teachers shall not be required to write or key-in objectives as a part of daily lesson plans; however, they shall be able to demonstrate how and when these standards are being taught.
- B. Professional services contract, continuing contract, and annual contract teachers with an Effective or Highly Effective rating shall not be required to submit lesson plans more often than one per grading period; however, these lesson plans shall be made available in the teacher's possession for inspection by the principal at any time. These lesson plans may not be required to cover a time period of more than two (2) weeks in advance. Teachers shall not be required to write or key-in objectives as a part of daily lesson plans; however, they will be able to demonstrate how and when these standards are being taught. A teacher receiving a Needs Improvement or Unsatisfactory on their evaluation in lesson planning may be given the strategy of turning the lesson plans in to the evaluator for direction, growth, and support.
- C. Should a faculty and or administrator decide there is a need for a standard lesson plan format, teachers shall be included in the development of the format. Lesson plan format should be appropriate for the subject and may vary accordingly. A strong unit plan may include: standards to be taught, desired outcomes (short and/or long term), teaching method(s) used, materials, and individualized instruction based on knowledge of student and student data.

- D. Pacing guides are designed based on State standards and student data and therefore are intended to guide teacher planning and instruction. Using best practices, teachers will have the discretion to differentiate instruction based on students' individual needs. If administration or district personnel determine a teacher is noticeably off track from the pacing guide/curriculum map, a professional non-disciplinary conference shall occur between the teacher, administration, and district personnel. Exception: Schools required to be under advisement from the Office of School Transformation.
- E. Grade Sheets/Report Cards – At the end of each grading period, regardless of scheduling, teachers will have until the end of the third (3rd) working day after the last day of the official grading period to post final grades in the official electronic grade book. Teachers shall have at least one (1) full day to review grades and make corrections. Schools that send report cards home with students at the end of the school year shall end the grading period three (3) days before the last day of student attendance. If post school is three (3) days or fewer, posting and editing shall be done by noon of the last day of post school.
- F. Teachers of high school seniors shall have grades entered in the official electronic grade book in accordance with the graduation timeline. Both parties agree that the students, teachers, school officials, and parents should have graduation outcomes in a timely manner for graduation festivities to commence.
- G. All teachers will be given a minimum of three (3) days' notice to collect and return information requested by district administrative staff when possible, as determined by the principal.
- H. Teachers shall be given until the end of the work day to turn in grades for a student withdrawing/transferring from school.
- I. Grades should be posted in electronic grade book in a timely manner.

VI.3 FACULTY LEADERS

- A. The Board and Association believe that effective school leadership is a collegial and collaborative process and that all staff should be key contributors to school leadership and the implementation of the school improvement plan. The parties to this agreement acknowledge the statutory role of leadership of the principal (school/site administrator) in the operation of successful schools as outlined in Florida Statutes and Board Policy.
- B. In order to facilitate school leadership for successful operation and improvement, each faculty shall be subdivided into Faculty Units (i.e., Departments, Grade Levels, Teams and/or Special Areas). Faculty Units shall be composed of members of the instructional staff who share the same or similar responsibilities.
- C. Prior to the start of the academic school year, the school faculty and the principal will collaboratively determine the Faculty Units based on the allocation of total instructional units provided by the District. The Faculty Units will then be submitted with principal and faculty representatives' signatures to the Assistant Superintendent for Curriculum and Instruction for review.
- D. Upon the establishment of Faculty Units, the school principal will recommend to each unit or take recommendations from each unit for the Faculty Leader. If the Faculty Unit does not accept the principal's recommendation, the members of the Faculty Unit and the principal will meet to review

the Unit member's concerns. Upon hearing all concerns, a determination will be collaboratively made, whether the Faculty Leader will be replaced or continue in the positions for which they were recommended.

- E. Duties of Faculty Leaders include: scheduling, budget making and monitoring, selecting and ordering materials, curriculum development, faculty coordination, participating in coordinating meetings, communicating with administration, faculty and staff, planning and implementing staff development activities, serving on interview committees, monitoring student performance within the unit and school, and other duties specific to the Unit.
- F. Prior to the start of the academic school year, a list of duties and responsibilities of Faculty Leaders shall be prepared and distributed by the principal and the School Improvement Team. Faculty members shall be requested to indicate their interest in serving as Faculty Leader for the following year. Duties begin upon notification by the principal.
- G. If problems arise concerning the performance of the duties of a Faculty Leader, the principal will meet with members of the Unit to resolve the problem. If reasonable efforts to resolve the issue(s) are not successful, the principal may designate a new Faculty Leader to serve until the end of the school year.
- H. One supplement for each Faculty Leader shall be authorized for each appropriately constituted Faculty Unit. Supplement calculation is based on the payment of one hundred dollars (\$100), for each faculty member assigned to the Team Leader's Faculty Unit. Faculty members may work with more than one Faculty Unit, but their total services may not exceed a total of one for the purpose of supplement calculation. In October of each year, supplement adjustments will be made for increases and decreases in the size of Faculty Units.
- I. Prior to the start of the academic school year, Faculty Leaders will meet to determine any additional leadership roles from the faculty (i.e. web master, volunteer coordinator). The Faculty Leaders will also determine the amount of each supplement with the total of these and Faculty leader supplements not to exceed \$100 times the number of faculty units.

VI.4 PLANNING TIME, TEACHING STATIONS AND NUMBER OF PREPARATIONS

- A. Planning Time: Planning time shall be defined as non-student contact time. Group planning is permissible as described in section 2 below.
 - 1. As professionals, teachers are expected to manage their time in a manner that promotes highest student achievement. The District shall provide teachers with the maximum amount of uninterrupted teacher planning time as possible to accomplish the planning, preparation and delivery of high quality educational services for students. Teacher planning time shall include planning within the student contact day and the balance, if any, within the contract day but outside the student contact day. Teacher planning time should only be interrupted in order to assure the orderly and efficient operation of the education process. It is understood that periodic, well-planned faculty meetings, instruction related meetings and parent conferences are components of the orderly and efficient operation of the education process.
 - 2. Regularly scheduled group meetings (excluding faculty meetings) shall not exceed two per week. Principals will make good faith efforts to keep the number of meetings to a minimum.

3. Conferences and meetings held during a teacher's planning time must end in a timely manner prior to any scheduled instructional period, allowing teachers to prepare for class.
4. Teachers shall have planning time during which they shall not be assigned any other duties. However, in emergency situations, duty may be assigned at the discretion of the principal equitably amongst all faculty members.

5. High School and Middle Schools

Equal to at least one (1) regular period daily during the student attendance day, except for Vocational teachers who teach in two (2) blocks of time will have thirty (30) minutes of preparation time each day. Schools that are on A/B Block schedule will have a minimum of 30 minutes planning on days that they do not have their regular period planning.

6. Elementary, Pre-K and Special Schools

The intent of the parties is to provide elementary teachers with thirty (30) minutes of uninterrupted planning time during each student instructional day. Each elementary teacher shall receive at least one hundred fifty (150) minutes of planning time during the work day per week. At least ninety (90), of the total one hundred fifty (150) minutes will be during the student instructional day. The administration will strive to provide as much continuous, uninterrupted time as possible during the work day.

B. Duty / Planning Time Committee

Each school shall have the opportunity to comprise a duty/planning time committee. The faculty shall conduct a vote no later than two weeks prior to the end of the school year to determine if they desire the committee for the following year. A majority vote (50% plus 1) is required to secure the formation of the committee. If the faculty votes to not establish the committee this shall be reflected with the duty schedule submitted to Employee Services. If the faculty votes to establish the duty/preparation time committee the following provisions shall be observed:

A duty/planning time committee comprised of five (5) members in each school shall be formed during post-school planning each year. The committee shall be formed in the following order: one (1) member shall be the administrator or his/her designee, then two (2) members shall be elected by total faculty ballot, one (1) member shall be an Association member elected at large by the Association members within that school, and then one (1) Association member from the site shall be appointed by the Association president.

The committee shall meet as needed, but the committee must meet two (2) times annually.

The principal or administrative designee, with the committee, shall schedule instructional personnel for school related duties which occur within the workday on an equitable basis.

The duty/planning time committee should seek to improve the problem with interruption of planning time during the duty free plan time for all teachers at each particular site. If a teacher is having a problem with interruptions during their duty free planning time, the duty/planning time committee should be petitioned to come up with a procedure for that particular teacher. All employees shall cooperate with this procedure.

C. Number of Preparations

Administrators at the secondary level shall strive to keep the maximum number of subjects taught by a teacher to three. Efforts shall also be made to limit the subjects, course levels or types within any one class period (secondary schools) to one and to equalize class sizes and class loads within grade level and subject area for individual schools. If a teacher's number of preparations exceeds three, that teacher may request a conference for reason from administration.

D. Teaching Stations

Administrators shall limit the change of teacher stations to as few as possible during the school day.

VI.5 SUBSTITUTES

A. If a teacher is going to be absent and a substitute is required, the teacher shall notify the School District adopted substitute acquisition system to report her/his absence.

1. The substitute acquisition system will assign a job number.
2. If circumstances occur which require a change, the teacher shall report the change through substitute acquisition system.
3. If the system is not initiated due to a system failure, the teacher shall report her/his absence to the site administrator according to a plan developed collaboratively at each site.
4. If a substitute is not assigned by the system, the site administrator shall assure coverage by available personnel. Care shall be taken that this extra duty be assigned equitably among the total staff.

B. Teachers shall not be required to obtain substitutes but may do so with prior agreement between the teacher and the principal.

C. Substitute teachers shall be provided for media specialists/ librarians when they are absent in order to assure continuity of the media program if the principal determines it is necessary.

VI.6 PROFESSIONAL INFORMATION AND INVOLVEMENT

A. Each teacher, upon request, shall be given an opportunity to be involved in the development of the master schedule which affects them. Teachers shall be informed of their teaching assignments for the coming school year as soon as the tentative schedule is finalized. Teachers will be notified if a change in the tentative schedule affects them.

B. Teachers will be advised as early as possible before special education students are assigned to those teachers' classrooms. The District shall provide assistance to teachers in planning for and working with such students.

C. Administration shall provide each affected teacher with a list of students who will be absent from class to participate in authorized school activities (such as clubs, assemblies, field trips, academic

and athletic competitions, etc.) prior to said absence as soon as administration is provided with an alphabetical list by the sponsor. The list shall include the names of students and the anticipated duration of the absence.

- D. Teachers may request in writing the evaluation of any student believed to be eligible for the Exceptional Student Program. The referring teacher will receive written notice when the results of the evaluation have been returned to the referring school. Efforts will be made to evaluate the student as soon as possible. Prompt placement of eligible students is desirable.

VI.7 STUDENT DISCIPLINE ISSUES

- A. The Board recognizes its responsibility to give appropriate support and assistance to teachers with respect to the maintenance of control and discipline. Administrators shall not in any way discourage teachers from exercising their rights in regards to student discipline as defined in Articles VI.7 and VI.8.
- B. Teachers shall administer student discipline in accordance with State Statutes, Department of Education regulations and District School Board policies. At one of the faculty meetings during the pre-school planning period, the principal or his/her designee shall review the law and Board policies regarding acceptable behavior management and discipline techniques.
- C. A teacher may refer a student to the principal or his designee when grossness of the offense, the persistence of the misbehavior or disruptive effect of the behavior makes the continued presence of the student in the classroom intolerable. The principal or his/her designee shall take such action as appropriate to reduce the possibility of recurrence of similar misbehavior. The student shall not be returned to the same teacher during that school day. Upon return to class, the teacher should be provided some written indication that action has been taken. This may be a statement, reference to the online discipline hierarchy, or a comment in the electronic system from the various options available to the principal or his/her designee, or a written narrative of the action taken and any special circumstances related to the situation. If it is not practical for written indication to be given immediately upon the student's return, the principal or his/her designee shall give written notification of what action was taken as soon as possible, and preferably within one (1) work day for disruptive behavior.
- D. The District shall comply with the provisions of Section 1003.32 Florida Statutes concerning the removal of students from class who engage in chronic, unruly, disruptive or abusive behavior which endangers students, teachers or others. Placement Review Committee(s) constituted to consider student placement issues, as provided in F.S. 1003.32, shall be based on the ratio of two teachers elected by the faculty for each one staff member appointed by the Principal.
- E. Students who are suspended for any reason during the school day shall not be returned to their normal schedule.
- F. If a teacher is dissatisfied with such action as the principal and/or his designee deemed appropriate, the teacher shall, upon request, be provided a meeting with the principal or his/her designee to discuss alternate action for reducing the possibility of recurrence of similar behavior.
- G. Both parties agree that the principal or designee's action on a referral shall be the final determination of the principal and/or his designee, and both agree that all referrals written shall be responded to in the electronic system or by email with the action taken, even if there is no action taken.

- H. Each school shall have a student discipline committee where school discipline plans are determined. Processes and procedures will be developed for discipline by the committee. The union representative for the school site shall be a member of the committee.
- I. The District shall designate a Student Discipline Task Force to discuss issues and seek solutions to discipline problems identified within the District. The committee shall include all three level directors, a representative from each level selected by the District, the Association President, a representative from each level selected by the Association, the Director of the electronic referral system (or his/her designee), and the Coordinator – Student Engagement. At a minimum, the Discipline Task Force will meet once per semester.

II.

VI.8 ASSAULT AND/OR BATTERY AGAINST A TEACHER

- A. Any case of verbal or physical threat or assault or battery upon a teacher occurring during the lawful performance of a teacher’s assigned duties shall be promptly reported to the principal or his/her designated representative and the student shall be removed from the classroom setting. If applicable an IEP meeting shall be scheduled as soon as possible. The Board will advise the teacher of his/her rights and obligations with respect to such assault and will render reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. Time lost by a teacher for appearance before a judicial body or legal authority in connection with any incident in this stipulation shall result in no loss of wages or reduction in accumulated leave.
- B. Assistance or reimbursement for lost time may not be provided if the teacher is found in violation of a State Statute, School Board policy or State Board Rule.
- C. Physical assault or threats by a student on any teacher shall subject the student to immediate suspension, expulsion and/or placement in an alternative educational setting consistent with School Board Policy and Florida Statutes.
- D. The District shall assist employees in processing complaints against parents, family members of students, guardians or others who commit assault and/or battery on any Board employee. The District shall not prohibit nor discourage in any manner teachers from pursuing their rights in processing such complaints.
- E. When affidavits, depositions or testimony associated with District employment roles are required of an employee, legal assistance and/or consultation shall be provided by the District.
- F. Any teacher injured in the line of duty as a result of battery shall be entitled to leave as defined in Article XII.1 A 2.
- G. Teachers shall be entitled to reimbursement for the cost of repair and/or replacement for personal items damaged or destroyed in the line of duty.

VI.9 SCHOOL BUDGET

- A. Teachers at each worksite shall be given an opportunity to be involved in the development of the worksite budget, especially that portion of the budget which pertains to their duties.

- B. A copy of the school budget shall be kept in the school library and in the principal's office so as to make it available to all teachers.
- C. Budgets for specific areas and departments shall be presented to any teacher who requests such information from the immediate supervisor. Teachers will be given prior notice if modifications of these budgets are made.

VI.10 EXCEPTIONAL STUDENT EDUCATION

- A. When requested by the teacher and approved by the principal, Special education teachers will be relieved from regular classroom teaching duties for two days (one per semester), to be taken at the discretion of the teachers indicated by the needs of the students, in order to complete and update required staffing information. Additional days may be requested through the ESE Department if needed, and is subject to administration approval. This time shall be classified as "ESE paper day" in the leave system, and the ESE department will keep an updated record of the number of days each teacher uses.
- B. All affected regular and special education teachers shall be involved in the writing, planning and implementation of the Individual Education Program required by Individuals with Disabilities Education Act (IDEA) for all students with disabilities. Every effort will be made to schedule meetings in compliance with the IDEA at a mutually agreeable time.
- C. The ESE Advisory Council will meet twice a year to discuss ESE issues and work for solutions and understanding. Both parties understand that federal and state rules must be followed for students with exceptionalities. The ESE Advisory Council will consist of the ESE Director and two (2) members selected by the ESE Director and the EEA President and two (2) members selected by the EEA President.

VI.11 MISCELLANEOUS PROFESSIONAL ISSUES

- A. Remediation performed as a direct result of student failure on any state-wide examination will be performed by the student's regular classroom teachers, by teachers who are specifically employed for that purpose, or by teachers who are released from other duties in order to provide instructional services.
- B. If the District identifies a need to establish additional Teacher on Special Assignment positions, the EEA President shall be notified of the position, its duties and its anticipated duration prior to any posting.
- C. The Curriculum and Instruction and Professional Learning Departments will continue offering evidence based research programs and professional learning to assist all teachers in recognizing and teaching students with disabilities/exceptionalities.

**ARTICLE VII
PROMOTIONS, TRANSFERS, REDUCTION & RECALL**

VII.1 PROMOTION

- A. All supplemented position vacancies shall be posted electronically for at least five (5) work days in such a manner that all bargaining unit members may see them.
- B. Notice of any opening for a supplementary pay position shall be posted in the school in which the opening occurs if the position is open only to employees in that school. If the supplementary position is open to personnel outside that school, the position shall be advertised electronically. All qualifications being essentially equal, preference in filling supplementary positions shall be given to applicants within the District.
- C. Any teacher who desires a promotion to the available position(s) shall follow the instructions as described on the posting.
- D. The Association President shall be requested to form a site based pool of EEA members to be available to participate in site-based interviews for Instructional Bargaining Unit positions (one (1) representative for non-supplemented positions and two (2) representatives for site-based supplemented positions). The Association President shall be requested to appoint up to two (2) teachers to the screening interviewing committees for promotional or non site-based supplementary positions.
- E. Bargaining unit member applicants who participate in the interview process shall be provided constructive feedback and the result of the selection process by the responsible administrator in a timely manner.

VII.2 VOLUNTARY TRANSFERS

- A. Definitions
 - 1. Voluntary Transfer - When a teacher initiates a request to transfer from one education position or school to another position or school.
 - 2. Vacancy - When a full time employee is sought to fill a full-time position.
 - 3. Posting – An electronic advertisement which identifies the position(s) which are available for application.
- B. All postings shall include but may not be limited to: type position, location(s) (if applicable), any supplement or extra duty and any specific qualifications. New positions shall be posted as vacancies provided all properly certified professional services and continuing contract personnel have been assigned.
- C. The purpose of the voluntary transfer procedure is to provide appropriately certified and qualified current District employees with a fair and equitable process to be considered for available vacant positions.
- D. Priority Transfer Process for Annual, Continuing & Professional Services employees:

1. Principals will meet with the Director of Human Resources in April to determine vacancies. These vacancies shall include but not be limited to positions created by retirement, resignation and staffing changes. When vacancies for the upcoming school year have been identified, the Human Resources Department will compile a listing of all vacancies.
2. The list of vacancies will be sent out district wide via the Applicant Tracking System (ATS).
3. The District will hold a Priority Transfer event for all eligible currently employed teachers. No applicants from outside the system will be eligible for consideration during this time. Eligible teachers may participate in the Priority Transfer event and are encouraged to provide a letter of interest and completed resume to the administration of each school for which they wish to be considered for transfer.
4. Principals will review and consider the credentials of those teachers who applied for a transfer to their school. Principals may interview candidates for hire at the Priority Transfer event. At the end of the event, Principals shall provide the Human Resources Department with a listing of all successful transfers. A trained site leader will participate in the interview as the Union Representative. If the site leader is unavailable, the principal will invite an approved (trained) union representative to participate in the interview. The EEA will ensure that an up-to-date list of site leaders and approved union representatives is provided to Human Resources no later than two working days before the beginning of the Priority Transfer Event.
5. If a teacher is selected for the transfer, then the school from which the teacher is leaving will submit a "Request to Advertise" form to the Human Resources Office for the vacant position. If there is a Job Fair event open to the public, the school from which the teacher is leaving may list that job as an available job at this fair that is open to the public. With the exception of jobs left vacant due to priority transfer, no positions that have not been advertised for the Priority Transfer Day event shall be open to the public's job fair.
6. No Job Fair event shall occur before the Priority Transfer event.
7. Positions not filled through the Priority Transfer process will be listed on the first general or "open" posting following the Priority Transfer event. This posting will be listed on the District ATS. Applicants as well as employees will be able to apply online for specific vacancies.

E. Procedures

1. Vacancy Posting Periods
 - a. All vacancies shall be posted electronically for at least five (5) work days on the District website.
 - b. Duration of posting periods may be altered for good cause by mutual agreement by the parties.
2. Current District employees may apply for transfer to the posted vacancy from the time a job is posted until July 12. After July 12 of each year, currently employed teachers shall not be eligible for making application(s) to jobs within the bargaining unit that would result in a voluntary transfer. EXCEPTION: after July 12, a currently employed teacher may make application for an advertised job outside of their current school if that advertised position would result in additional responsibilities and/or compensation (supplemental, increase in monthly

work calendar, or Advanced Placement, International Baccalaureate, or Industry Certification positions) and/or jobs that are not classroom teachers, but are still within the bargaining unit.

Beginning with the priority transfer event, all current employees may apply for transfer until the July 12 date for the following year's open positions.

3. Site administrators shall carefully consider applications and supporting data of current employees before those of new applicants. Appropriate considerations shall include but not be limited to letters of interest, resumes, background materials and previous evaluations.
4. Escambia District seniority shall be considered when qualifications are substantially equal among applicants for voluntary transfer.
5. If no qualified voluntary transfer applicant is identified, the site administrator shall then be free to consider annual contract applicants followed by new applicants.
6. Any teacher who desires to be considered for a transfer to the posted vacancy or for a posted promotional position shall file a written request with the appropriate supervisor or the Human Resources Office as designated in the posting.
7. Appropriate time shall be provided for interviewing applicants. The site administrator will notify the District of her/his recommendation after the closing date on the posting.
8. Teachers being transferred will be notified of the new position prior to the transfer. Unsuccessful transfer applicants who were interviewed will be notified.

C. Staffing New Schools:

When new schools are staffed, the following procedure shall be implemented:

1. Vacancies at the new school and vacancies at other schools shall be posted;
2. The number of units to be lost by the school(s) whose attendance boundaries will be changed to create the new zone will be established and the affected faculty(ies) will be notified;
3. Volunteers who wish to transfer shall be solicited from among any school(s) which would lose students to create the new attendance zone;
4. Volunteers from schools not affected by the zone changes shall be considered for any additional openings;
5. Involuntary transfers (if any are necessary) shall be placed first in accordance with Article VII.3, Section E-3;
6. Current District employees shall be placed, based upon the Principal's recommendation, prior to considering any teachers new to the District.

D. Consolidation of Schools

When schools are consolidated:

1. All teachers in the schools to be consolidated who so desire shall be placed on the consolidated school faculty if allocated positions and programs allow.
2. Teachers in the schools to be consolidated who desire a placement on other than the consolidated faculty, shall be considered along with other voluntary transfer applicants.
3. If the consolidation process results in surplus teachers, the involuntary transfer process shall be implemented as specified in Article VII.3.D.

VII.3 INVOLUNTARY TRANSFER

- A. Definition: An involuntary transfer is a change from one school, work location or position for which the employee is currently certified to another instituted by the administration. When the involuntary transfer process is implemented during the work year, the teacher(s) shall be allowed to at least one work day(s) during the 196 day contract year at each location to prepare for the assignment.
- B. Order of placement of involuntary transfers shall be determined by the following criteria:
 1. Volunteers shall be given the opportunity to transfer first, provided they have the necessary certification or the ability to obtain the certification necessary for available vacancies.
 2. Employees shall be given the choice to stay or transfer by certification. Within certification priority shall be:
 - a. Highly Effective.
 - b. Effective.
 - c. Needs Improvement/Developing.
 - d. Unsatisfactory.
 - e. Within each rating the order shall follow:
 - i. Highest overall score on the Danielson Rubric
 - ii. If the score on Danielson is within five (5) points, then the determining factor will remain Domain 3 of the Danielson Rubric.
 - iii. If there is still a tie or the Danielson score on Domain 3 is within five (5) points, the greatest experience within the District shall be the determining factor.
 - iv. Should there still be a tie, the greatest experience within certification shall be the determining factor.
- C. Facility or school closing:

1. When a decision is made to close a facility or school, the District shall give written notice to the Association and teachers in the affected school. The notice shall include the reason(s) the change in status is necessary.
 2. Each teacher on Continuing, Probationary, Annual or Professional Services Contract in the affected school shall be provided with an Instructional Reassignment Survey Form and will be given an opportunity to volunteer for vacant positions. The filling of vacant positions shall be in order established in Article VII.3.B. Probationary and Annual Contract teachers who are recommended for reappointment shall be provided with an Instructional Reassignment Survey at the time of the recommendation for reappointment.
- D. Reduction in teachers at a school/facility: When a reduction in the number of teachers in a school is necessary, subsequent to the initial staffing allocations and adjustments at the beginning of the school year, the following procedure shall be used:
1. Factors which cause a need for such reduction may include:
 - a. a decline in student enrollment
 - b. instructional staffing or program changes
 - c. budgetary constraints
 2. The teachers and Association shall be notified in writing that such a reduction is necessary (including the factors which cause the reduction and the number of teaching positions affected.)
 3. Each teacher in the affected school will be provided with an up-to-date list of vacancies and will be given an opportunity to volunteer for one of the vacant positions. All volunteers will be transferred first, after which involuntary transfers will be made if necessary based on criteria established in Article VII.3.B. Annual Contract teachers who are recommended for reappointment shall be provided a list of vacancies available at the time of the recommendation for reappointment.
 4. If a unit becomes available in a school whose faculty has been reduced, persons who were involuntarily transferred from that school shall be offered the opportunity to return based on District seniority.
- E. Guiding Principles for Involuntary Transfers
1. Under no circumstances will a teacher be involuntarily transferred or reassigned for reasons which are arbitrary, capricious, or discriminatory. Involuntary transfers will be based on instructional staffing and program changes.
 2. Teachers who are involuntarily transferred will receive as much prior notice as possible, and no less than two (2) working day(s) prior notice stating the place and type of the new assignment. Upon teacher request one (1) additional day shall be granted.
 3. The teacher(s) to be transferred will have certification in the applicable areas and will have the capacity to meet the educational needs of the vacancy to be filled.

4. Teachers who are not satisfied with their placement or assignment, as a result of the involuntary transfer, may request that their name be placed on the voluntary transfer list and shall, upon request be provided assistance to secure an assignment which they prefer.
 5. Any teacher who is involuntarily transferred from a school, program or worksite due to reduction(s) in instructional staffing and/or program changes shall be offered the opportunity to return to that school, program or worksite should the position be re-authorized within the same school year, as long as the teacher remains appropriately certified/qualified.
- F. Emergency conditions
1. Only the Board, upon recommendation of the Superintendent, may declare an emergency or other unusual circumstance.
 2. The Association shall be notified when such an emergency condition exists. This Agreement recognizes the authority granted to the Superintendent in Florida Statute, in emergency situations.

VII.4 REDUCTION IN PERSONNEL

- A. In the event the Board or the Superintendent determines that a reduction in personnel is necessary, it will give written notice to the Association of the rationale for a reduction before implementing such reduction.
- B. The Superintendent shall determine the subject areas and number of positions affected in each subject area in secondary schools and the number of positions in elementary schools in which reductions shall be made. The names, school and teaching areas of all teachers whose contracts are terminated or non-renewed because of a reduction in force shall be given in writing to the Association. The Superintendent shall not lay off any continuing contract or professional services contract teacher who has the same certification as a teacher on annual contract who has not been laid off.
- C. Should the Board have to lay off continuing contract or Professional Services contract teachers in any of the areas identified in paragraph B, the criteria established in Article VII.3.B shall be followed in reverse order.
- D. Should the Board have to choose from among its annual contract teachers during the term of a contract as to which shall be retained, the criteria to be used shall be in the reverse order established in Article VII.3.B (within a certification area, beginning with teachers with Unsatisfactory evaluations and proceeding through to Highly Effective evaluations).
- E. A teacher whose job is being eliminated as part of a reduction in force shall be notified in writing.

VII.5 RECALL

- A. The following procedures shall be controlling in the event of recall following reduction in force:
 1. The Board or the Superintendent shall determine the subject areas in secondary schools and the number of positions in elementary schools in which recall will be made and the number of teachers to be recalled.

2. Recall will be implemented using the same criteria established in Article VII.3.B. Recall notice shall be made by certified letter to the teacher's last known address.
 3. No new teachers shall be hired in a laid-off teacher's subject area or grade level until all certified and fully qualified laid-off teachers of that subject area and/or grade level have been recalled or have declined or failed to accept recall (within two (2) weeks of that date.)
- B. Any teacher who would have qualified for retirement during the reduction year shall be permitted to teach that year so as to acquire needed service.
 - C. In the event of lay-off pursuant to this Article, personal leave of absence without pay for one (1) year may be granted to any and all teaching staff affected.
 - D. For the purposes of this Article in determining district-wide seniority, service shall not be deemed to have been interrupted by any paid leave granted and approved pursuant to the Agreement.
 - E. This Article applies only to continuing contract and professional services contract teachers and those annual contract teachers whose contracts are being non-renewed because of a reduction in force.

ARTICLE VIII SENIORITY

VIII.1 DEFINITION

Seniority is defined as continuous service within the bargaining unit which begins with the employee's initial effective date of hire and accumulates on an annual basis.

VIII.2 SENIORITY CONSIDERATIONS

- A. District seniority shall continue to accrue during continuous service unless an official break in service occurs. Breaks in service shall be defined as: resignation or any other voluntary separation from employment, involuntary termination for just cause or any other involuntary termination which is not reversed through grievance, legal procedures or Board decision, or voluntary unpaid leaves which extend beyond a two (2) year period.
- B. Retirement under the Teacher's Retirement System or Florida Retirement System, except Disability Retirement if the employee is subsequently rehired, shall constitute a break in service for purposes of this article. (In the case of Disability Retirement when the employee is subsequently rehired, that employee's seniority shall continue but no credit shall be earned during the period of retirement.)
- C. Approved short or long term leaves of absence as provided by this contract shall not constitute a break in service. Employees on Worker's Compensation leave shall continue to accrue seniority during the period of their absence associated with the compensable injury/illness.
- D. Employees on paid or unpaid leave of absence for Association activities shall accumulate seniority during such leave.
- E. The District shall provide a list of instructional bargaining unit personnel to the Association on a monthly basis via an electronic database. The District Seniority list shall be available for review by employees after contacting the Human Resources Department to establish an appointment.
- F. If any circumstance arises in which seniority forms the basis for action and more than one (1) appropriately qualified and certified employee has the same effective date of hire, the situation will be resolved by the flip of a coin.

**ARTICLE IX
PROFESSIONAL ASSESSMENT AND DEVELOPMENT**

IX.1 GUIDING PRINCIPLES

- A. The Association and the Board are committed to recruiting, developing and maintaining a highly qualified and effective instructional workforce. We believe that continuous professional development activities and regular assessment interaction are critical components in developing and maintaining a highly qualified and effective professional workforce. The parties recognize that performance assessment of instructional personnel is a collaborative process between the teacher and administrator and must be based on appropriate criteria and contemporary research. It is a cooperative effort to enhance performance, to assist in career planning and to stimulate professional growth, resulting in improved student learning. Assessment shall be the responsibility of the principal, as the term principal is defined in Florida Statutes. Except as specifically outlined in the Escambia Educator Evaluation (E3), members of the bargaining unit shall not be permitted to participate substantially in the assessment of any other member of the bargaining unit, except within the agreed to terms and conditions of the Successful Teachers Assisting Rising Teachers (START) program.

IX.2 HANDBOOK AND FORMS

- A. All personnel involved in the observation and assessment of instructional personnel shall be provided annual orientation on pertinent aspects of the Escambia Educator Evaluation system.
- B. Appropriate assessment material will be provided on an annual basis. The principal and other appropriate administrative personnel and/or Consulting Teachers from the START program will conduct the assessment process.

IX.3 PROCEDURES AND REQUIREMENTS

- A. No teacher shall receive adverse comments from the principal in the presence of students or faculty members regarding performance evaluation. All comments regarding a teacher's professional performance shall be communicated directly to the teacher.
- B. Detailed training(s) on the evaluation system including the rubric for E3 (Danielson), PDP, data components, and any changes shall be held within the first thirty (30) days of the teachers return to work each school year, but no less than two (2) weeks prior to the first observation. Teachers will be required to sign in that they attended the mandatory training. Each worksite will have two (2) teachers trained in the E3 process to serve as resources for all teachers at that site. Each teacher serving as school based E3 resource teachers will do so on a voluntary basis and be trained on a voluntary basis. One (1) teacher shall be appointed by the union and one (1) teacher shall be appointed by the administration. The appointed teachers must have overall Effective or Highly Effective rating.
- C. There shall be a minimum of four (4) assessment interactions between the observer and teacher during the academic year. Assessment interaction may take the form of observation, conference, document(s) review, reflection journal review, walkthrough with feedback, or other interaction which meets the needs of the observer and teacher (must be specific and agreed in advance). The purpose of any assessment interaction shall be to document the performance of the teacher and provide an opportunity for the observer and teacher to interact. Assessment interactions shall be conducted openly and objectively and with the knowledge of the teacher. Any informal observation

that results in the principal logging a rating in the electronic system should be logged in within five (5) working days.

- D. Formal Observation: All personnel will receive a minimum of one (1) formal observation as outlined in the E3 Timeline. Probationary and annual contract teachers will have two (2) formal observations. The first formal observation should be a minimum of thirty (30) minutes. If a second formal is required, then the two (2) formals must equal no less than forty-five (45) minutes. A post conference will be scheduled to be held within (10) working days of the observation. If the observation has to be rescheduled, the teacher will not be required to resubmit the survey information. Therefore, if the observation is rescheduled, the lesson that is observed may not be the same lesson that was submitted.
- E. All framework components will be observed and/or documented through assessment interactions during the course of the year. Final indicators may not be rated as “Unsatisfactory” unless two (2) prior assessment interactions have been rated as “Unsatisfactory” before March 15 unless the action taken by the teacher is so egregious that it warrants an Unsatisfactory rating. The evaluator will provide at least two (2) Strategies for Improvement (SFI) in the electronic system of the deficiency and suggested specific measurable strategies for improving teacher practice. (Exception: Student Data Achievement) Any interaction that results in a “Needs Improvement” rating shall include a practical strategy for improvement or suggestion for improvement documented in the electronic system.
- F. The rating scale for E3 shall be specified in the most recently FLDOE approved Instructional Evaluation System Guide which will be posted on both the District and Union website. The Instructional Evaluation System Guide, including forms and process, are by reference incorporated in this Master Contract. Changes may be made to the E3 system only through mutual consent of the parties.
- G. Should any individual rating be less than Effective, the administrator should conference with the teacher to discuss specific strategies to address to perceived deficiencies.
- H. When evidence is observed that results in a Highly Effective rating as indicated on the E3 Rubric, the teacher will not have to upload evidence to prove what has already been observed. The evaluator may record evidence of Highly Effective ratings in one (1) component in each domain that can cover multiple components rated Highly Effective. Teachers wishing to move a rating to Highly Effective rating will not be required to upload more than one (1) artifact for any component that meets the criteria for Highly Effective. In Domain 3, any uploaded evidence should be directly related to the observed lesson and/or an explanation of the observed lesson to be considered for moving a rating to a higher level. If such evidence warrants a higher rating, the principal should move the rating to a higher rating. In Domains 1, 2 and/or 4, the evaluator should consider all documented evidence gathered including the uploaded artifact. If the evidence with the artifact warrants a higher rating, then the evaluator should move the rating to the higher rating.
- I. In compliance with Florida Statute, two (2) consecutive unsatisfactory annual evaluations or three (3) needs improvement overall ratings may require DOE notification and notice to Professional Practices by the Human Resources Department. The parties understand that this provision shall be updated as necessary to meet compliance with Florida Statutes.
- J. Ongoing interaction between the observer and the teacher is a requisite relationship in successful teacher success and growth. Interaction which serves as a function of the teacher assessment process shall be documented and acknowledged by the teacher through his/her signature.

- K. Before participating in an actual performance evaluation, all evaluators shall have been trained in the E3 process and pass the certification assessment. Administrators shall be recalibrated and receive training every year by the Professional Learning Department. This training shall include use of the rating system with live or videotaped classroom performances and an analysis of appropriate levels of evidence for documenting each indicator.

**ARTICLE X
PERSONNEL FILES**

X.1 PERSONNEL FILES

- A. The file of each teacher shall be open to inspection only by the School Board, the Superintendent, the principal, the individual and such other persons as the teacher or the Superintendent may authorize in writing. If anyone requests to review a teacher's file, the teacher shall be notified in writing, as soon as possible prior to the review. Said notice shall specify who wishes to review the file, when the appointment will occur and that the teacher has a right to be present and/or be represented by the Association. (Chapter 119.07 of the Public Records Act shall be controlling.)
- B. Each teacher shall have the right upon request and with a scheduled appointment to review and reproduce the contents of his/her own personnel file. Upon request the District shall provide the teacher an electronic copy of any material contained in his/her personnel file free of charge and as soon as possible by district staff. A representative of the Association shall, at the employee's request, accompany the employee in such review. The review shall be made in the presence of the administrator responsible for the safe-keeping of such files.
- C. Material that has not been available to the teacher shall not be admissible in any action against the teacher except as provided in Florida Statutes. The teacher shall receive a copy of all written reports to be placed in all his/her existing personnel files. The teacher shall be required to sign a statement indicating that he/she has received a copy of any such report as a condition of release of such material. Such a signature shall not necessarily be interpreted to mean agreement. If the employee chooses not to sign the document(s), a statement to that effect shall be written and signed by the appropriate administrator on said document(s) and witnessed by a neutral third party in the presence of the teacher.

X.2 INVESTIGATORY FILES

- A. If the District creates an investigatory file, the affected employee shall be notified. The contents of that file shall not be made a part of the employee's official Personnel File until the investigation is concluded (including appeal, grievance and/or legal proceeding).
- B. No action shall be taken against a teacher based on an unsubstantiated allegation, inaccurate or anonymous material or documentation which has not been otherwise substantiated.
- C. Upon completion of the investigation, each teacher shall have the right upon request and with a scheduled appointment to review and have a copy of the investigation report. A representative of the Association shall, at the employee's request, accompany the employee in such a review.

X.3 INACCURATE, ANONYMOUS MATERIAL

- A. If the material placed in a teacher's personnel file is proved to be in error, such material will be removed from the file or corrected.
- B. No anonymous material shall be placed in any teacher's personnel file. Neither the Board nor its administrative representative, including building principals, shall establish any separate personnel file which is not available for the teacher's inspection.

- C. If the administration keeps discipline files at the school site, teachers have the right upon request to review the contents of his/her file. A representative of the Association shall, at the employee's request, accompany the employee in such a review.

**ARTICLE XI
EMPLOYEE DISCIPLINARY PROCEDURES**

XI.1 DISCIPLINE DEFINED

Disciplinary Action shall be defined as any action that includes: warning conference, verbal reprimand, written reprimand, suspension with pay, suspension without pay, involuntary transfer, and/or dismissal.

XI.2 PROCEDURES

- A. Any disciplinary action shall be administered only by the appropriate immediate administrator. All disciplinary action shall be progressive, fair and non-discriminatory. Disciplinary action which involves the more severe discipline of written reprimand, suspensions or dismissal shall be for proper cause. For purposes of this agreement, "Progressive" discipline shall mean discipline whose intention is to correct unacceptable or non-productive behavior. Progressive discipline anticipates that corrective action for a first offense will begin at the lowest level most appropriate to the behavior (verbal warning, conference, counseling, letter of reprimand, suspension, suspension without pay, dismissal) and proceeding to higher, more intrusive discipline should the desired behavior not be achieved. Progressive discipline at the lowest level for a first offense is not always appropriate when the severity of the misconduct demonstrates that discipline should begin at a higher threshold. Both the District and the Association understand that there are violations of conduct where strict adherence to progressive discipline would be a breach of the District's duty.
- B. Association members shall have the right to Association representation in any meeting which involves issues which are intended to lead to disciplinary action and/or to provide notice of disciplinary action.
- C. Association members shall have the right to Association site representation and/or Association consultation in any meeting which involves or might involve a demand that a unit member submit to drug/alcohol or other chemical substance screening based on "reasonable suspicion" as defined in the Drug Free Workplace Program cited in F.S. 440.102(1)(n). (Note: Any attempt to delay or defeat the purpose of the screening request may result in disciplinary action, up to and including termination.)
- D. Any school-based activities driver that drives a school bus shall only be required to drug and alcohol test as required by DOT regulations. Nicotine testing shall not occur during these screenings.
- E. The teacher shall be notified at least twenty-four (24) hours in advance of any meeting which may result in reprimands, suspensions or dismissal and shall be informed in writing that he/she is entitled to representation. It is the teachers responsibility to obtain representation (Association members should contact EEA). In the event of the more serious disciplinary actions of suspension, suspension without pay and dismissal, the employee shall be provided notice as outlined in Florida Statutes. If immediate action is required to remove an employee from a potentially hostile atmosphere, restore the smooth operation of the school's programs or to otherwise protect an employee or the school, the District may administratively reassign an employee to another worksite or his/her residence in order to conduct an appropriate investigation. The employee shall be afforded all rights of notice, right to representation and due process.
- F. No material related to a potential disciplinary action may be placed in an employee's permanent personnel file until all investigation, conferences, and any appeals, including grievance, have been completed. All material found to be inaccurate, unfounded, or anonymous, or any records of any

discipline found to be inappropriate through mutual agreement, conference, grievance, legal proceeding, or Board action shall be given to the employee.

- G. No disciplinary action shall be taken against a teacher based on anonymous complaints, information, or documents. The employee shall be notified that an anonymous complaint has been received. If the anonymous complaint cannot be substantiated within twenty (20) working days, the investigation will be closed and determined to have no findings. If the complaint has been corroborated or substantiated, a thorough investigation will be conducted by the District in a timely manner. Once a different agency becomes involved in the investigative process, there can be no timeline or deadline until the outside agency's investigation is complete.
- H. No action against a teacher shall be taken on the basis of a complaint by a parent, student, or other individual unless the matter is first reported to the teacher in writing by the principal within ten (10) days of the complaint. No records shall be kept concerning anonymous complaints.
- I. In the event an employee's identification badge is lost, stolen or damaged, it shall be replaced at no cost to the employee one time. Reoccurring misplacements may incur a fee. It is the employee's responsibility to immediately report a missing badge to Human Resources in order for the badge to be deactivated.

XI.3 DISCIPLINE INVOLVING DRUG OR ALCOHOL ABUSE OR DEPENDENCY

A. Statement of Beliefs:

The parties to this agreement believe it is a paramount duty of teachers, administrators and staff to provide a safe learning environment for students free from influences and behaviors that place students or employees at risk. We believe it is inappropriate for any teacher, administrator or staff member who is impaired by drugs or alcohol to interact with students or endanger themselves or others. Further, we are committed to lawful employment practices for employees who seek assistance by self-disclosure and submission for evaluation and/or treatment for drug or alcohol abuse or dependency.

B. Employment practices for employees who test positive for drug and/or alcohol based on "Reasonable Suspicion," Worker's Compensation screening, "Safety Sensitive" random screening or Post Accident testing:

- 1. The District and Association will establish protocols including current District practices for implementing drug or alcohol screening in compliance with Florida Statute 112.
- 2. Employees may be required to submit to drug and/or alcohol screening based on:
 - i. documented "Reasonable Suspicion;"
 - ii. a Worker's Compensation eligible accident or injury;
 - iii. required safety sensitive employment random testing; or
 - iv. post-accident testing.

If the official reason for the drug screening is "reasonable suspicion", the employee may be provided a copy of the Risk Management form which requires the screening.

- 3. The District shall notify the employee that she/he is going to be required to submit for drug or alcohol testing. In the event that the employee requests representation/consultation with the Association, further discussion of the situation shall be prohibited until

representation/consultation can occur unless such representation is found to be unavailable or the employee voluntarily waives their right to representation. Securing such representation/consultation shall not delay unduly employee compliance with the required testing (not to exceed thirty (30) minutes). In the event that representation or consultation is not available in person or telephonically within the specified time the employee shall be directed to submit for testing.

4. Refusal to submit to a required drug or alcohol screening shall constitute a “positive” test result for purposes of this provision.
5. If immediate action is required to remove an employee from a potentially hostile atmosphere, to restore the smooth operation of the school’s programs or to otherwise protect employees and students, the District may administratively reassign the employee to another worksite or his/her residence in order to conduct an appropriate investigation. The employee shall be afforded notice, the right to representation and appropriate due process.
6. Upon receipt of a positive test result in a first offense drug or alcohol screening, the employee may be administratively reassigned to her/his home pending appropriate due process procedures. The employee shall be recommended for suspension without pay until she/he completes a District and Association approved Substance Abuse Professional (SAP) evaluation and the drug/alcohol dependence or abuse rehabilitation program at the employees’ expense as recommended by the SAP. (The employee may utilize the District Health Care Program to the extent specified for the rehabilitation program in the DHCP.)
7. Employees who refuse to comply with the District’s requirement for SAP evaluation or fully comply with the SAP program of rehabilitation shall be subject to termination. Termination based on an employee’s refusal to comply with the District’s requirement for SAP evaluation or early, unauthorized exit from a prescribed program shall not be grievable under the provisions of this Master Contract.
8. Employees testing positive for drug or alcohol in a work setting for the first offense shall be counseled about their rights and responsibilities at the first available opportunity, not later than three (3) work days following written notice of a positive drug or alcohol test. These rights and responsibilities shall include:
 - a. Due process procedures, including proper notice of potential discipline consistent with this Article shall be provided.
 - b. “First time” offenders shall receive notice in writing of the employee’s right to participate in a comprehensive drug/alcohol evaluation and prescribed drug/alcohol rehabilitation program.
 - c. “First time” offenders who satisfactorily complete a comprehensive program of rehabilitation and sign a “Return to Work Agreement” (Appendix F) shall be entitled to return to work in a position consistent with the recommendation of the SAP.
 - d. Employees returning to work under this provision shall be subject to “On Demand” drug/alcohol screening collected at a District and Association approved facility at her/his expense (any tests required in excess of six (6) shall be paid by the district) for a period not to exceed two calendar years. The frequency of testing shall be determined by the SAP.

9. Repeat drug/alcohol offenders may be subject to dismissal. Said dismissal procedures shall include normal disciplinary due process notice and procedures including those outlined in this Article. Dismissal for a repeat drug/alcohol offense shall not be grievable under the provisions of this Master Contract.

C. Employment practices for employees who are charged or convicted of a drug-related offense:

1. Any employee charged with a drug related offense, either at work or while off duty shall be placed on administrative leave with pay until the first regular Board meeting at which time the employee shall be suspended without pay, pending conclusion of the District's investigation and/or recommendation for disciplinary action.

2. Any employee convicted of a drug related offense either at work or while off duty shall be subject to termination in accord with the provisions of the contract relating to Dismissal. Dismissal for conviction of a drug related offense shall not be grievable under the provisions of the Master Contract.

XL4 DISMISSAL

A. Dismissal procedures for the School Board of Escambia County, Florida, shall be as provided for in State Statutes and State Board of Education Regulations.

B. Any teacher who receives notice of dismissal shall be given all reasons for this action in writing.

C. In certain circumstances where transfer to another school site or position would be an option in lieu of termination, the superintendent could recommend an involuntary transfer of the employee to another position in this bargaining unit.

**ARTICLE XII
LEAVE PROVISIONS**

XII.1 PAID LEAVES

A. Sick Leave

1. Illness

- a. Sick Leave shall be granted to full-time members of the bargaining unit because of illness or death of father, mother, brother, sister, husband, wife, child or other close relative or member of his/her own household.
- b. Each member of the bargaining unit shall be entitled to four (4) days sick leave upon the initial employment date, and shall thereafter earn one (1) day of sick leave for each month of employment. However, no member shall be entitled to earn more than one (1) day times the number of months of his/her employment during the year of employment. Sick leave days shall be credited to the teacher at the end of the month of employment and shall not be used prior to the time they are earned and credited. Such leave shall be unlimited and cumulative from year to year.
- c. In October of every year, teachers shall be permitted to apply for annual payment for accumulated sick leave that is earned for the previous school year and that is unused at the end of the school year, based on the daily rate of pay of the employee multiplied by eighty percent (80%). Days for which such payment is received shall be deducted from the accumulated leave balance.
- d. Sick leave accumulated in other school districts shall be credited to the teacher at the rate of four (4) days upon initial employment and one (1) additional day at the end of each month of additional employment.

If a re-employed teacher has a balance of Escambia earned sick leave days that were not credited in another school district, the individual shall have the balance credited at the rate of one sick leave day per month after all other leave has been transferred.

At least one-half (1/2) of accumulated sick leave must be established within this district.

2. Injury and/or Illness-in-the-Line-of-Duty and Workers' Compensation Plan

- a. Members of this bargaining unit shall be covered by appropriate Workers' Compensation Program as provided by the laws of the State of Florida. The District shall provide assistance to members of this unit to ensure that quality benefits are provided to employees who qualify.
- b. Injury and/or Illness-in-the-Line-of-Duty leave up to the maximum allowed [ten (10) days per school year], shall be granted to any teacher who is absent from assigned duties because of any contagious or infectious disease contracted in school work, exacerbation of existing health or medical condition (when identified by a licensed physician approved by the District) or for a work related on-job injury. Injury and/or Illness-in-the-Line-of-Duty leave up to a maximum of ten (10) days shall not be charged to the teacher's accumulated sick leave.

- c. The Board may authorize additional emergency leave for injury and/or illness of a teacher which results from the appropriate discharge of his/her duties. Such leave may be granted when the illness or injury has been certified by a licensed physician approved by the District.
- d. Drug and/or alcohol screening for Workers' Compensation purposes may be requested for "reasonable suspicion" as defined by the Drug-free Workplace Program requirements, Section 440.102(1)(n), Florida Statutes. Appropriate treatment shall not be delayed by implementation of any drug and/or alcohol screening.

3. Verification of Leave

Upon return from leave as described above, the immediate supervisor shall provide the teacher with the necessary form for verification of the reasons for absence. Such completed forms shall be submitted to the immediate supervisor as prescribed in Section 1012.61(2)(b), Florida Statutes, within five (5) working days following the teacher's return from leave.

B. Personal Leave

Each full time member of the bargaining unit shall be granted six (6) days each school year for personal reasons. Such leave shall be charged against the employee's accumulated sick leave and shall be non-cumulative. The employee shall not be required to give reasons for such leave except that the leave is for personal reasons. Requests for personal leave shall be filed with the teacher's immediate supervisor. The supervisor shall have the right to limit approval of requests for personal leave on a given day in accordance with the educational needs of students in his/her charge. Requests shall be honored on a "first come, first serve" basis. Such restrictions shall not be arbitrary or capricious in implementation. After submission of the leave request, the supervisor shall notify the employee within five (5) working days after the submission of the request if the leave is approved or not approved. An explanation will be given to the employee if personal leave is denied.

C. Temporary Duty

A teacher may be assigned to be temporarily absent from his/her regular duty and place of employment for the purpose of performing other educational services and other duties.

D. Jury/Legal Duty

Members of the bargaining unit shall be granted leave and shall receive their regular salary while serving as jurors or as witnesses for the Board. They shall also be granted leave and receive their regular salary if they are under subpoena to testify in relation to an incident that occurs in the performance of their professional duties. Any remuneration received as a result of such service shall be endorsed over to the Board. Any mileage allowances resulting from such services shall be retained by the teacher. Leave granted under this provision shall be reported as "Jury Duty."

E. Professional Leave

- 1. Teachers may be granted a maximum of twelve (12) professional leave days per school year to attend or participate in conferences, conventions, workshops, and/or meetings sponsored by EEA/FEA/NEA/AFT and/or other professional organizations or to enroll at an accredited college, university or approved vocational training program for periods of short duration.

Teachers may be granted Professional Leave for activities which promote the teacher's professional development. Application for Professional Leave for such activities should include a proposal which gives preliminary details of the activity(ies) and summarizes the anticipated benefit(s) to the teacher, students and/or the District. Administrators may deny Professional Leave requests for the reason of chronic absenteeism and/or the absence is in conflict with site-based testing. Professional Leave is subject to final approval by the Superintendent.

2. Professional leave during pre-school planning and/or post-planning periods may be granted to teachers enrolled in an accredited college or university whose attendance during these periods conflicts with the dates of their school employment. Such leave shall not exceed five (5) days per school year, and the applicant must be returning to this system if leave for post-school is granted.

F. Military Leave

Reservists and National Guardsmen required by official orders to report for active duty during school work time shall be granted up to seventeen (17) paid leave days. Beginning on the eighteenth (18th) day of such required service, the Board may, according to Section 115.14, Florida Statutes, pay the teacher any difference between his/her active duty pay and their regular rate of pay. There may be no loss of seniority, pay or benefits associated with required active duty. The teacher shall notify the Personnel Office of upcoming duty promptly and shall be required to furnish a copy of the military orders which require the teacher's absence from normal teaching duties.

G. Annual Leave

Teachers employed for twelve (12) months shall be entitled to annual leave. Annual leave shall be earned as follows:

1. For the first five (5) years of service the employee shall accrue one (1) day of annual leave for each month of contract employment.
2. For the sixth (6th) through tenth (10th) year of service the employee shall accrue one and one-fourth (1 1/4) days of annual leave for each month of contract employment.
3. For the eleventh (11th) and each succeeding year of in-county service the employee shall accrue one and one-half (1 1/2) days of annual leave for each month of contract employment.
4. Restrictions and Limitations
 - a. Annual leave shall be accrued in addition to specific annual holidays stipulated for observance by the School Board and paid holidays established by this Agreement.
 - b. Accumulated leave shall be posted June 30 of each fiscal year and no more than sixty-two and one-half (62 1/2) days may be carried forward to the next fiscal year.
 - c. All annual leave must be approved in advance by the Superintendent or his designee. The Superintendent or his designee shall notify the employee in a reasonable amount of time if leave is approved or not approved. An explanation will be given to the employee if personal leave is denied.

- d. Annual leave will be posted at the end of each pay period.
- e. Teachers will be allowed to utilize all accrued annual leave, subject only to the restrictions that no more than thirty (30) days may be taken during any fiscal year, subject to the restrictions in Item "b" Employees may apply for a "humanitarian" waiver of this restriction based on terminal illness or other catastrophic emergency. Upon evaluation and verification of need by the Human Resources Department, the request will be submitted to the Board for approval.

5. Accrued Annual Leave

- a. Accrued annual leave not to exceed five hundred (500) hours shall be paid, upon request, to each teacher who has an accumulated leave balance upon retirement, when transferring from leave earning status to a non-annual leave position or upon leaving the employment of the District. If above services are terminated by death, the same shall apply to the beneficiary(ies). Payment shall be made on the next regular pay date following the change in employment status provided there are five (5) working days to process the claim. The payment shall be at his/her current regular rate of pay excluding supplements.
 - b. The employee shall have the option to utilize the leave or maintain the leave credit for later use or exchange for pay.
6. To compute unused annual leave at the time of retirement, the daily rate of pay shall be determined by the number of days the teacher must be on the job to earn the annual salary for that year.
7. In this Article, the term "days" shall refer to "work days."

H. Retraining Leave

Upon Superintendent's approval of a retraining program, a teacher who earns annual leave may use accumulated leave for "retraining." The Board will match the accrued annual leave time thus used by the teacher up to a maximum of twenty (20) days, thus providing, without loss of pay, a maximum of forty (40) days that the teacher may use for "retraining." Such leave shall be so scheduled as to provide minimal disruption of assigned duties.

I. Sabbatical Leave

- 1. The parties agree that the pursuit of additional training and/or degrees may be beneficial to the employee and the District.
- 2. The parties hereby agree to recognize "Sabbatical Leave" as a potential legitimate paid leave category.

J. Bereavement Leave

A full-time employee who has exhausted all available leave may apply for up to three (3) days paid bereavement leave in the event of a death in his/her immediate family to make funeral arrangements and to attend the funeral. Immediate family is defined as a spouse, parent, current in-law, grandparent, sibling, child, stepchild or grandchild. An employee may apply for a maximum

of three (3) days paid bereavement leave per fiscal year. Bereavement leave is not accumulative. Employees will not be paid bereavement for days not scheduled to work. Employees are required to provide a copy of the obituary or other satisfactory document to be attached to the leave request.

XII.2 UNPAID LEAVES

A. Maternity/Paternity Leave

Employees may apply for maternity/paternity leave of absence for childbearing or child rearing for up to one year, provided sufficient notice is given to the appropriate supervisor prior to the commencement of leave. Maternity/paternity leave is without pay. Accrued annual leave and/or accrued sick leave may be used for maternity/paternity leave at the discretion of the employee.

B. Leave for Family Purposes

Leave for purposes of childbearing, adoption or family care will be provided in accordance with the Family and Medical Leave Act.

C. General Leave of Absence

The parties agree that the Board may, at its discretion, grant a leave of absence for up to one (1) year as a non-paid leave of absence upon request from a member of the bargaining unit, provided sufficient notice and reason are given prior to the commencement of said leave. The Board may, upon request from said teacher, extend such leave for an additional one (1) year period. Such extension may be granted in semester intervals. Upon special appeal, the Board may, at its discretion, extend General Leave of Absence.

1. While on leave under the provisions of Section A or B above, the employee shall have the option to remain an active participant in available fringe benefits, insurance and retirement programs by contributing the amount necessary to pay the total premiums, to the extent that such participation is allowed by law.
2. Employees who have been granted General Leave of Absence, or Maternity/Paternity Leave not charged to sick leave shall have the following re-employment rights:
 - a. The employee shall notify the Superintendent of his/her desire to return to active employment no less than thirty (30) days prior to the end of the period for which leave has been granted. The Superintendent shall then assign the employee to his/her former position or substantially similar position for which the employee is fully qualified.
 - b. Employees returning from leave covered in this Article shall have priority for employment over those entering the District for original employment.

D. Military Leave

Military leave shall be granted without pay, except as provided in Section 115.07, Florida Statutes, to teachers who are required to serve in the armed forces of the United States or this state in fulfillment of obligations incurred under selective service laws or because of membership in reserves of the armed forces or National Guard, and may be granted, at the discretion of the Board, without pay, to any teacher volunteering for military duty. Teachers granted such leave for military service shall, upon completion of the tour of duty, be returned to employment without prejudice, provided application for re-employment is filed within six (6) months following the date of discharge or release from active military duty and

provided further that the Board shall have a reasonable time, not to exceed six (6) months, to reassign the employee to duty in the school system.

Military leave shall not be counted as years of service toward continuing contract or professional services contract.

XII.3. LEAVE BENEFITS

A. Terminal Pay for Sick Leave

1. In order to encourage and reward employees who exercise particular care in the maintenance of their personal health and job attendance, the Board will provide terminal pay to an employee at retirement or his/her beneficiary(ies) if service is terminated by death. Such terminal pay to be determined as follows:
 - a. During the first three (3) years of service in Escambia County School District, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of accumulated leave.
 - b. During the next three (3) years of service in Escambia County School District, the daily rate of pay multiplied by forty percent (40%) times the number of days of accumulated leave.
 - c. During the next three (3) years of service in Escambia County School District, the daily rate of pay multiplied by forty-five percent (45%) times the number of days of accumulated leave.
 - d. During the next three (3) years of service in Escambia County School District, the daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated leave.
 - e. During and after the thirteenth (13th) year of service in Escambia County School District, the daily rate of pay multiplied by one hundred percent (100%) times the number of days of accumulated sick leave.
2. The employee's terminal Sick Leave Pay will be transferred to an individual account in a 401(a)/403(b) Retirement plan, the Special Pay Plan, as follows:
 - a. For each employee for which terminal sick leave pay is due, either for early pay-out, at retirement or if service is terminated by death, the District will transfer the terminal sick leave pay to the employee's 401(a)/403(b) account.
 - b. Employee participation in the plan is mandatory for all members of the bargaining unit who have terminal sick leave pay equal to or greater than \$1,000.00. Terminal sick leave pay which is less than \$1,000.00 will be paid directly to the employee and will be subject to normal payroll taxes.
 - c. The transfer of the terminal sick leave pay to the employee's 401(a)/403(b) account will occur in a timely manner with minimal waiting.
 - d. The employee may withdraw funds from the 401(a)/403(b) account in accordance with IRS rules.

- e. Employee contributions to the 401(a)/403(b) account will not exceed IRS Section 415 limitations.
- f. Distributions and withdrawals from the Special Pay Plan will be made to the employee in a timely manner with minimal waiting and in accordance with the Plan Document.
- g. A joint District/Union committee will meet periodically to review our plan together for possible plan design changes including renewals or company changes.

B. Early Payout of Sick Leave Terminal Pay Benefits

1. Employees may submit a written resignation to the Human Resources Department a maximum of five (5) years in advance of their declared retirement date or submit a resignation date under the Deferred Retirement Option Program. This written resignation may be revoked only in the event of a catastrophic occurrence that leaves the employee financially devastated. A standing committee consisting of one (1) representative from each bargaining unit, appointed by that unit, and one (1) representative appointed by the Superintendent, shall look at each case on an individual basis. If the resignation is revoked, the employee is still subject to all rules and regulations established under the appropriate State Statutes.
2. Upon completion of the first year of DROP or the first year of the declared irrevocable retirement date, the employee will be eligible to start distribution of pre-retirement sick leave. Employees may, at their option, receive in advance a pro rata portion of the terminal pay provided above based on their current compensation rate as follows:
 - a. Five (5) years in advance of the retirement date, one fifth (1/5) of terminal pay shall be paid upon submission of the retirement notification; one fourth (1/4) of the remaining terminal pay shall be paid after one year of notification; one third (1/3) of the remaining terminal pay shall be paid after two years of notification; one half (1/2) of the remaining terminal pay after three years of notification; and the balance at the effective date of retirement.
 - b. Four (4) years in advance of the retirement date, one fourth (1/4) of terminal pay shall be paid upon submission of the retirement notification; one third (1/3) of the remaining terminal pay shall be paid after two years of notification; one half (1/2) of the remaining terminal pay after three years of notification; and the balance at the effective date of retirement.
 - c. Three (3) years in advance of the retirement date, one third (1/3) of terminal pay shall be paid upon submission of the retirement notification; one half (1/2) of the remaining terminal pay shall be paid one year after notification; and the balance at the effective date of retirement.
 - d. Two (2) years in advance of the retirement date, one half (1/2) of terminal pay shall be paid upon submission of the retirement notification; and the balance at the effective date of retirement.
 - e. To compute the annual retirement benefits as outlined above, the daily rate of pay shall be determined by the number of days the employee must be on the job to earn the annual salary for that year.

- f. Each employee's Notice of Participation in this program shall be maintained in a separate file.

C. Terminal Pay Plan for Annual Leave

1. For each employee for which terminal annual leave pay is due, either for early pay-out, at retirement or if service is terminated by death, the District will transfer the terminal annual leave pay to the employee's 401(a)/403(b) account.
2. Employee participation in the plan is mandatory for all members of the bargaining unit who have terminal annual leave pay equal to or greater than \$1,000.00. Terminal annual leave pay which is less than \$1,000.00 will be paid directly to the employee and will be subject to normal payroll taxes.
3. The transfer of the terminal annual leave pay to the employee's 401(a)/403(b) account will occur in a timely manner with minimal waiting.
4. The employee may withdraw funds from the account in accordance with IRS rules.
5. Employee contributions to the 401(a)/403(b) account will not exceed IRS Section 415 limitations.
6. Distributions and withdrawals from the Special Pay Plan will be made to the employee within a timely manner with minimal waiting and in accordance with the Plan Document.

D. Sick Leave Donation

Employees may donate their accrued sick leave to any other eligible, qualifying District employee provided the following requirements have been met. The donor-employee must have more than ten (10) days of accrued sick leave in order to donate and must maintain a balance of ten (10) or more days of accrued sick leave after the donated sick leave is transferred. Applications must be submitted to the Department of Human Resource Services on the Employee Sick Leave Transfer Application. All Applications must be completed and signed by the donor-employee.

Employees with a verified illness, accident or injury requiring extended leave of five (5) days or more are eligible to receive donated sick leave. Illness, accident, or injury is defined as personal sickness, accident disability, or extended personal illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, or other close relative, or member of his or her own household (F.S. 1012.61). A Certification of Healthcare Provider for Employee/Non-Employee's Medical Condition completed by the treating physician must be submitted to the Department of Human Resource Services by the recipient employee. The recipient employee may be required to provide additional documentation prior to approval of sick leave donation.

A recipient employee may not use the donated sick leave until all of his/her sick leave has been depleted, excluding sick leave from the Sick Leave Pool (SLP), provided the recipient employee participates in the SLP. When sick leave donation application is made for a death, the recipient employee must provide a copy of the obituary or other substantiating documentation prior to approval of sick leave donation.

Donated sick leave shall be credited to the receiving employee for any sick leave taken after sick leave donation application (Appendix J or electronic request form). All donated sick leave shall be distributed in chronological order according to the date of donation application, and any unused transferred sick leave shall be returned to the donor-employee whose donated sick leave has not yet been used as per F.S. 1012.61.

Employees seeking to receive donated sick leave may request through the Human Resources Leave Coordinator to choose to have an electronic request sent by the site secretary of the requesting employee's school or department and/or to an additional work location(s). If appropriate information is provided and approved, the Human Resources Leave Coordinator will provide this request on behalf of the employee seeking donated leave.

ARTICLE XIII COMPENSATION

XIII.1 SALARY SCHEDULE

All teachers will be paid in accordance with the salary schedule attached hereto as Article XVI – Appendix A and the supplementary salary schedule attached hereto as Article XVI – Appendix B. There shall be no deviation from these schedules without the express written approval of the Board and the Association in a signed and properly ratified amendment to this Agreement. (This Article does not preclude the Board from honoring previous contract commitments with personnel who are not members of the bargaining unit when said previous contract was signed.)

XIII.2 IN-SERVICE PAY

Payment for required inservice which occurs outside regular working hours will be made at an hourly rate of twenty (\$20.00), when such funds are available. If funds are not available, such status will be clearly noted in the advertisement of the voluntary inservice training. Special grants and/or institutes may exceed this rate at the discretion of the District. (The parties may on a case by case basis agree to exceptions to this language through written agreement)

XIII.3 REIMBURSEMENT FOR EXPENSES

Teachers who use a personal automobile in the performance of their professional duties as assigned by the District (with the approval of the Superintendent), will be reimbursed by the Board at the maximum rate per mile allowed by the state law. Mileage driven from one school or work location to another during the work day shall be considered reimbursable mileage. On those days that teachers drive directly to or from a work site other than their administrative base, compensation will be paid on the distance between the base school and the work site to which the teacher reports. For purposes of this paragraph, the administrative base of any teacher who reports on a regular basis to more than one (1) work site shall be that work site which is closest to the teacher's residence.

XIII.4 COMPENSATION FOR EXTENDED DUTY

Teachers who are directed to work in excess of the standard work day or year, by a person who has the authority to give such direction, shall be paid their regular rate of pay.

XIII.5 COMPENSATION FOR PART-TIME WORK

The hourly rate of pay for part-time work will be at the rate of twenty dollars (\$20.00) per hour.

XIII.6 RETIREMENT BONUS

- A. Any member of the bargaining unit who was employed on or prior to June 30, 2009, and retires by the end of the fiscal year in which they first become eligible for normal retirement (62 years of age or 30 years of service), under the Florida Retirement System shall be paid a one-time retirement bonus equal to twenty-five percent (25%) of the gross salary excluding supplements, earned by him or her during the said school year, which bonus shall be added to his or her annual salary and shall be paid during the month of June.
- B. Gross annual salary is defined as the salary actually paid, excluding supplements or extra pay, during the fiscal year in which the retirement occurs or the twelve (12) months preceding the date of retirement, if the retirement occurs at any time other than the end of the school year.

- C. Teachers who participate in the Deferred Retirement Option Program (DROP) [Section XIII.8] are not eligible to receive the retirement bonus unless their termination date and DROP retirement date fall within the same fiscal year in which they first become eligible for normal retirement (62 years of age or 30 years of service).

XIII.7 TEACHER OF THE YEAR

Annually, each faculty shall elect one teacher to represent that faculty as “Teacher of the Year.”

- A. Factors to be considered in the selection of the “Teacher of the Year” shall include:
 - 1. attains Effective or better assessment in the prior year;
 - 2. implements effective and/or innovative teaching methods or strategies;
 - 3. makes contact with parents regarding the performance of their student(s); and,
 - 4. participates in school affairs.
- B. Each teacher selected by their peers to serve as “Teacher of the Year” shall receive, as part of their regular compensation, the sum of two hundred dollars (\$200).

XIII.8 DEFERRED RETIREMENT OPTION PROGRAM

Teachers may participate in the Deferred Retirement Option Program (DROP) in accordance with the appropriate Florida Statute and School Board Policy.

ARTICLE XIV EMPLOYEE BENEFITS

XIV.1 INSURANCE

- A. The Board shall make available for each permanent full-time employee, individual coverage under the Board-adopted medical insurance program recommended by the Employee Benefit Committee (defined in Article XIV.1.J) and collectively bargained pursuant to Chapter 447, Florida Statutes. Additional coverage, through payroll deduction, will be made available to the employee at his/her expense.
- B. The Board will pay a minimum of 90% (rounded to the nearest dollar) of the monthly premium of the lowest cost single coverage plan. The wellness bonus is also an expense incurred by the District. The increase in premiums and overhead shall be split 72% for the Board and 28% for employees paid to the Benefits Trust Fund.
- C. Permanent full-time employees may choose the Board adopted In-Hospital Indemnity Insurance Program, individual coverage, in lieu of the medical insurance program.
- D. The Board shall also make available for each permanent full-time employee individual coverage under the Board-adopted dental insurance program. Additional coverage, through payroll deduction, will be made available to the employee at his/her expense.
- E. In case an employee and spouse are both employed by the District, both in permanent full-time positions, the employees may each elect individual insurance coverage, or may elect to combine the Board's individual contributions to be applied to the cost of another tier of coverage (Dual Spouse, Dual Spouse-Family Coverage). Any remaining balance necessary to fully fund the cost of these additional tiers and coverage shall be payroll deducted from the salary of the employee in whose name the coverage is registered.
- F. An open enrollment period will be provided for permanent full-time employees to enroll in District benefit programs on an annual basis at a time and date to allow all permanent full time employees the opportunity to enroll in or make changes in benefits.
- G. The Board shall provide for each permanent full time employee without cost to him/her, group term life insurance payable upon death of the employee to the appropriately designated beneficiary(ies) in the amount of one thousand dollars (\$1,000) for each thousand dollars, of the employees' annual contract salary rounded to the nearest one thousand dollars. Additional coverage, through payroll deduction, will be made available to the employee at his/her expense.
- H. The Board approved Employee Assistance Program shall be provided to all permanent full-time employees and their families.
- I. The Board shall make appropriate fringe benefit enrollment forms and relevant time lines available to new employees as a part of the employment process.
- J. The Employees Benefits Committee will consist of fifteen (15) voting members, which will include five (5) Union representatives shared and appointed jointly by Escambia ESP and the Escambia Education Association, the Bargaining Chairperson from both the ESP and EEA Units, 1 voting member appointed by the Escambia Retired Educators Association and five (5) District representatives to be appointed by the Superintendent, the Chief Negotiator for the District and the

Director of Human Resources. The Director of Risk Management will serve as the facilitator for all meetings and as a non-voting advisor to the committee.

1. The committee shall monitor the self-insurance employee benefits plan, review and develop proposals for changes, modifications and improvements to the plan, and submit all proposals or recommendations to the bargaining teams for changes no later than June 15 for negotiations. Such proposals shall include a wellness incentive to the employee to be bargained in accordance with Chapter 447 of Florida Statutes. All employees shall be eligible to participate in the wellness program, and upon completion shall be eligible for the incentive. Both parties agree to meet within ten (10) days of receiving proposals from the committee. If no agreement has been reached by August, both parties agree to meet bi-weekly, to reach an agreement. At any point during the negotiations, either party may declare impasse as defined in Chapter 447. If an agreement on the proposal is not reached by the bargaining teams by September, the Employee Benefits Committee will develop a proposal to be voted on by the bargaining units. If approved by both bargaining units, the proposal will be considered ratified and then presented to the School Board for approval. Should the proposal fail to pass, the matter shall be returned to the bargaining teams for further negotiations.
 2. If at any time during the life of this agreement the employee Benefit Trust Fund excess reserves are projected to fall below a level (determined by an actuary) acceptable for state approval within the plan year, both parties agree that the Superintendent will immediately convene the Employees Benefits Committee to make recommendations that will ensure the appropriate financial stability of the Plan regardless of the date. Such recommendations shall be negotiated in accordance with the rules set forth in Chapter 447 of Florida Statutes.
- K. New employees who choose to enroll in the medical, dental, or term life insurance programs must do so during their first thirty (30) days of employment.
- L. A special enrollment period will be available for all employees who experience status changes, as defined by IRS Change of Status Rules, which includes making an application within thirty (30) days of the change.
- M. Employees who go on leave of absence without pay and do not continue their life, health, in-hospital indemnity and dental insurance by paying the premium directly to the School Board shall be required to complete a new application for reinstatement of benefits when they return to full time work status. A new "Medical History Statement", provided by the Life Insurance Company, will be required for reinstatement of term life insurance which will be subject to the approval of the insurance company prior to receiving life insurance upon returning to work.
- N. Insurance programs provided by this agreement are intended for the benefit of the employees of the Escambia County School District. It shall be the intent of the parties that programs implemented to comply with Sections A and B above shall be according to Section 624 and Section 627 of the Florida Statutes as it relates to self-insurance.
- O. The Escambia EEA/ESP Associations will be given, when practical, at least five (5) days advance notice of the Board of Trustees of the Escambia District Self Insurance Plan meetings so that they may have a designee present to observe the proceedings and provide pertinent input.
- O. The Board of Trustees of the Escambia District Self Insurance Plan and one (1) representative designated by the Escambia Education Association shall comprise the Escambia District Self

Insurance Plan Appeals Committee. Appeals to this committee shall be limited to questions of eligibility for members of the bargaining unit.

XIV.2 SICK LEAVE POOL

- A. The School Board shall continue to offer to employees the benefit of the Sick Leave Pool established by School Board Rule No. 2.29.
- B. A copy of the Sick Leave Pool Plan shall be kept in the library and in the principal's office.

XIV.3 PERSONAL HEALTH ISSUES

- A. Statement of Beliefs:

The parties to this agreement encourage all employees to maintain and safeguard their personal health. Inherent in safeguarding personal health is the belief that employees should avoid the abuse of alcohol, prescription drugs or controlled substances of all types. We believe that it is inappropriate for any teacher, administrator or staff member who is impaired by drugs or alcohol to interact with students or endanger themselves or others. Further, the parties are committed to lawful employment practices for employees who seek assistance by self-disclosure and submission for drug or alcohol abuse or dependency evaluation and/or treatment.

- B. Employment practices for employees who self-disclose drug or alcohol use/dependency:

1. Any employee who believes they are alcohol or drug dependent is encouraged to self-disclose this issue either to her/his immediate supervisor or to the appropriate District Administrator in the Human Resources Department. Said self-disclosure shall be held in confidence and the employee shall be informed of his/her right to an appropriate drug/alcohol evaluation and rehabilitation program.
2. The self-disclosure provisions herein shall not apply after the employee has knowledge that an investigation for alcohol or drug violations has been initiated.
3. Any employee who self-discloses an alcohol or drug dependency in writing will be provided an opportunity to complete an evaluation by the District and Association approved Substance Abuse Professional (SAP) and to complete a program of rehabilitation. It is the intent of the parties to collaboratively seek appropriate methodology to minimize, to the extent possible, the economic impact on employees who self-disclose. Therefore, the District shall provide the initial evaluation and the course of therapy required to complete the program of rehabilitation shall be covered under the provisions of the district approved insurance plan.
4. Upon self-disclosing, the employee may be placed on administrative leave with pay pending the evaluation results and recommendation of the Substance Abuse Professional.
5. Based on the results of the SAP's evaluation, the employee may be: (1) returned to the employee's normal work assignment; (2) assigned to an available non-student contact position; (3) placed on administrative leave not to exceed 30 calendar days or until such time as an approved Substance Abuse Professional (SAP) recommends the employee's return to normal placement; or if after 30 calendar days no other acceptable option is available, (4) placed on administrative leave without pay pending recommendation by the Substance Abuse

Professional. The employee may, at her/his option, use any available accrued leave or if eligible, apply for Family Medical Leave Act (FMLA) leave.

6. Employees who self-disclose, sign a Return to Work Agreement (Appendix G) and complete the prescribed course of rehabilitation shall be returned to her/his prior employment status, provided however, the employee may be subject to random drug/alcohol screening at District expense for one calendar year.
7. Employees refusing to comply with the District's requirement for evaluation by the Substance Abuse Professional or to comply fully with the program of rehabilitation prescribed by the SAP shall be considered to have a "First Time" positive and will be subject to the provisions of the Master Contract.
8. All employees shall not use any tobacco products on school district campuses and/or in school district vehicles. They will be allowed, however, to use their tobacco product(s) in their vehicles when parked on school district property.

**ARTICLE XV
ENHANCEMENT OF THE PROFESSION**

XV.1 PROFESSIONAL ASSISTANCE

- A. The parties to this Agreement are committed to excellent educational opportunity for every student and to maximum opportunity for employee success. The parties agree that it is in the best interest of the District and the Association to assist employees who experience difficulty.
- B. The District and the Association shall name two (2) persons each to review the current assistance program and pertinent research or systems in place in other Districts and make such recommendations as desirable to meet the needs of the Escambia County School District.
- C. Intra-school and inter-school visitation and observation are recognized as techniques for improving teacher effectiveness. A teacher must have the approval of his/her principal or immediate supervisor and the permission of the principal of the school being visited in order to participate.

XV.2 STATEMENT OF BELIEFS

It is the philosophy of the parties to this Agreement that the provision of educational services to the students of Escambia County is an honored and vital profession. The parties agree that mutual respect and confidence are necessary ingredients in any professional relationship. The parties are committed to collaborative efforts designed to enhance the profession. The parties believe that a professional atmosphere of mutual respect, confidence and cooperation will stimulate creative projects and/or solutions to issues or problems.

XV.3 DISTRICT LEADERSHIP TEAM FOR SCHOOL IMPROVEMENT AND EDUCATIONAL ACCOUNTABILITY

- A. This leadership team is created to provide a means by which the County may foster and facilitate the establishment and implementation of a new system of school improvement and educational accountability. The team shall report to the Superintendent for administrative purposes. The Leadership Team shall consist of members who are representative of teachers and other education employees, administrators, parents and other citizens. The District Leadership Team shall include EEA representation, appointed by EEA, equal to the number of District level and school based administrator members.
- B. The charge of the Leadership Team shall include:
 - 1. Advocating for quality public education for all citizens;
 - 2. Assisting and supporting the schools in the development of school improvement strategies;
 - 3. Assisting in the planning and delivery of appropriate training experiences;
 - 4. Serving as an advisory group in the District's Strategic Planning Process; and,
 - 5. Receiving and reviewing requests by School Advisory Councils for waiver(s) of Federal, State, or School Board rule(s), procedures and/or regulation(s) or from specific provision(s) of employee contract(s). The District Leadership Team shall make any appropriate

recommendation for approval or disapproval of such requests through the Superintendent and the affected union (if any) to the School Board for action.

- C. Activities associated with service on the District Leadership Team shall be considered Temporary Duty assignments and shall not result in loss of leave for participants.

XV.4 SCHOOL ADVISORY COUNCILS/SCHOOL IMPROVEMENT/LEADERSHIP TEAMS

- A. Consistent with the intent and provision of the Florida Educational Accountability Act of 1991, School Advisory Councils shall be composed of teachers, parents and other citizens who are representative of the ethnic, racial and economic community served by the school. Each council member shall be selected from a list of nominees submitted by the Principal to the School Board. A democratic process will be employed to identify nominees. At any work site where no representative of EEA is elected to be a member of the Advisory Council, an EEA member, selected by the EEA members on the faculty, shall serve as an ex-officio member of the Council to act as a resource person on contractual or other issues as they arise.
- B. The School Improvement/Leadership Team shall meet regularly to discuss issues of concern which shall include, but may not necessarily be limited to, development, review and implementation of the School Improvement Plan, curricular innovation, the school budget, non-teaching assignments, scheduling, extra duty and other issues related to working conditions at the school. The School Improvement/ Leadership Team is not intended to supplant duties of the School Advisory Committee, but are intended instead to augment and facilitate implementation of the School Improvement Plan.

XV.5 WAIVER PROCEDURE AND REQUIREMENTS

- A. Any school seeking a waiver must explore alternative solutions with District assistance prior to requesting a waiver.
- B. The School Advisory Council may request waiver of the specific Federal, State or Local rule, regulation, procedure or requirement which inhibits their specific goal. Any decision to seek such a waiver should be the result of consensus among and by the staff and the School Advisory Council. The waiver request must contain a thorough explanation of the situation giving rise to the request, include a description of other alternatives considered and, bear documentation of the consensus process. Final action on any waiver request shall be made by the School Board.
- C. Any waiver will apply only to the specific school making an appropriately documented and approved waiver request and shall not extend beyond the academic year in which it is approved.
- D. If a waiver is requested from State or Federal rules, regulations or procedures and is approved, the District shall provide assistance to the school to achieve the waiver at the appropriate regulatory level.5. If a waiver request is not approved, specific feedback (including rationale for denial) will be provided to the school seeking the change. District personnel will work with the school to seek an appropriate alternative.

**ARTICLE XVI
APPENDICES**

- A. Instructional Salary Schedule
- B. Instructional Supplement Schedule
- C. Transfer and Promotion Request Form
- D. Leave Request Form
- E. Official Grievance Form
- F. Return to Work Agreement
- G. Return to Work Agreement-Self Disclosure
- H. Request for Sick Leave Transfer
- I. Physician Statement Form for Sick Leave Transfer