

MASTER CONTRACT

BETWEEN

**THE SANTA ROSA
COUNTY SCHOOL BOARD**

AND

**SANTA ROSA
PROFESSIONAL
EDUCATORS**

August 11, 2022 to August 10, 2023

Revised March 9, 2023

TABLE OF CONTENTS
(FINAL CORRECTIONS TO BE MADE AFTER MARK-UPS REMOVED)

PREAMBLE.....1

ARTICLE I: RECOGNITION1

ARTICLE II: ASSOCIATION AND EMPLOYEE RIGHTS3

ARTICLE III: BOARD RIGHTS.....5

ARTICLE IV: GRIEVANCE PROCEDURE5

ARTICLE V: WORKING CONDITIONS9

ARTICLE VI: INSTRUCTIONAL AND PROFESSIONAL DEVELOPMENT12

ARTICLE VII: WORKING HOURS.....13

ARTICLE VIII: CLASS SIZE - CLASS LOAD13

ARTICLE IX: EMPLOYEE'S AUTHORITY AND PROTECTION.....13

ARTICLE X: PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS.....15

ARTICLE XI: GENERAL EMPLOYMENT PRACTICES.....16

ARTICLE XII: TRANSFERS AND REASSIGNMENTS.....16

ARTICLE XIII: VACANCIES.....17

ARTICLE XIV: EMPLOYEE EVALUATION18

ARTICLE XV: ACADEMIC FREEDOM.....19

ARTICLE XVI: REDUCTION IN PERSONNEL.....20

ARTICLE XVII: LEAVE OF ABSENCE.....20

ARTICLE XVIII: MAINTENANCE OF STANDARDS.....36

ARTICLE XIX: POLITICAL ACTIVITY.....36

ARTICLE XX: INSURANCE.....37

ARTICLE XXI: MISCELLANEOUS.....38

ARTICLE XXII: SICK LEAVE BANK.....39

ARTICLE XXIII: WAIVER PROCEDURE41

ARTICLE XXIV: TERMS OF AGREEMENT42

APPENDIX B--GRIEVANCE FORM.....44

APPENDIX C--TRANSFER REQUEST45

APPENDIX D—TEACHER SALARY SCHEDULE.....46

APPENDIX E-- DIFFERENTIATED PAY SCHEDULE52

INSTRUCTIONAL REQUEST FOR REASSIGNMENT.....56

APPENDIX H—SRPE MISCELLANEOUS SALARY SCHEDULE57

PREAMBLE

This Agreement, effective August 11, 2020, by and between the School Board of Santa Rosa County, Florida, hereinafter called the "Board" and the Santa Rosa Professional Educators hereinafter called the "Association."

WHEREAS, the Santa Rosa County School Board and the Santa Rosa Professional Educators recognize their mutual obligations pursuant to the Collective Bargaining laws (Ch. 447) and the Public Employees Relations Commission rules and regulations, to bargain collectively with respect to hours, wages and terms and conditions of employment. All provisions of this Contract shall be subject to Florida Statutes, Chapter 447. This Contract supersedes all Board Rules and/or Civil Service Rules that are in conflict with the provisions of this Contract

WHEREAS, both parties have entered into and conducted extended and good faith negotiations where each party has had the right and opportunity to make proposals and counter proposals with regard to bargainable subjects.

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

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

ARTICLE I: RECOGNITION

- A. (Case number 8H-RA-754-1022, certificate number 9, issued by Florida Public Employees Relations Commission on March 7, 1975 in Ft. Lauderdale, Florida, and entered the 17th day of March, 1975, in Tallahassee, Florida) The Santa Rosa County School Board recognizes the Santa Rosa Professional Educators as the sole and exclusive bargaining representative of all certificated employees of the school district, excluding all superintendents, assistant superintendents, directors, assistant directors, supervisors, principals, and assistant principals.
- B. EXCLUDED: All employees covered by the collective bargaining agreement between the Santa Rosa County School Board and the Carpenters Industrial Council, United Brotherhood of Carpenters and Joiners of America and the instructional employees' collective bargaining agreement between the Santa Rosa County School Board and the Santa Rosa Professional Educators, as well as all blue-collar employees, professional employees, and employees in the following classifications::
- Superintendent of the Santa Rosa County School District
 - Assistant Superintendent for Administrative Services
 - Assistant Superintendent for Instructional Services
 - Assistant Superintendent for Human Resources
 - Assistant Superintendent for Finance
 - School Principals
 - Assistant Principals
 - Administrative Secretary to the Superintendent

- Personnel Assistant/Secretary to the Assistant Superintendent of Human Resources
- Secretary to the Assistant Superintendent of Instructional Services
- Secretary to the Assistant Superintendent of Administrative Services

| Number | JOB TITLE NAME |
|--------|---|
| 50120 | ACCOUNTING SPECIALIST |
| 51000 | ACCOUNTANT I |
| 51010 | ACCOUNTANT II |
| 51020 | ACCOUNTANT III |
| 51040 | ACCOUNTANT, SENIOR |
| 62050 | BUYER |
| 62240 | CENTRAL RECEIVING MANAGER |
| | COMPUTER PROGRAMMER/OPERATOR |
| 44130 | COMPUTER PROGRAMMER/SYSTEM ANALYST I |
| 44140 | COMPUTER PROGRAMMER/SYSTEM ANALYST II |
| 44150 | COMPUTER PROGRAMMER/SYSTEM ANALYST, SENIOR |
| 44227 | COMPUTER SUPPORT SUPERVISOR |
| 44225 | COMPUTER SUPPORT TECHNICIAN (Brian Reese) |
| 44250 | DATA PROCESSING MANAGER |
| 62000 | DIRECTOR OF PURCHASING AND CONTRACT ADMINISTRATION |
| 72095 | EXECUTIVE DIRECTOR OF THE SANTA ROSA EDUCATIONAL FOUNDATION |
| 31110 | FOOD SERVICE MANAGER I |
| 31120 | FOOD SERVICE MANAGER II |
| 31130 | FOOD SERVICE MANAGER III |
| | GROUPWARE APPLICATIONS MANAGER |
| 51250 | HUMAN RESOURCES SERVICES MANAGER |
| | INVENTORY AND STORES SPECIALIST |
| 51200 | INVESTMENT MANAGER & AUDITOR |
| 84151 | MAINTENANCE FOREMAN II |
| 51150 | MANAGEMENT INFORMATION ANALYST |
| 44166 | NETWORK SYSTEMS ENGINEER |
| 31140 | PRODUCTION KITCHEN MANAGER |
| 62100 | PURCHASING AGENT |
| 80050 | ROUTE SUPERVISOR |
| 84155 | SUPERVISOR OF BUILDING MAINTENANCE |
| 44230 | SYSTEM ANALYST |
| 62236 | TEXTBOOK & SURPLUS WAREHOUSE MANAGER |
| 62230 | WAREHOUSE & INVENTORY MANAGER |
| 44260 | WEBMASTER |

And all other employees of the Santa Rosa County School Board

- C. The term "teacher" when used hereinafter in this Agreement shall refer to certificated employees of the Santa Rosa County School District, excluding all superintendents, assistant superintendents, directors, assistant directors, supervisors, principals, and assistant principals.

- D. The term "employee" when used hereinafter in this Agreement shall refer to a teacher .
- E. Any new position of employment created during the life of this Agreement will be added to the unit providing it is similar to any position of employment heretofore recognized.

ARTICLE II: ASSOCIATION AND EMPLOYEE RIGHTS

- A. The Board hereby agrees that every employee employed by the Board shall have the right to organize, join, and support the Association for the purpose of engaging in negotiations and mutual aid and protection or to refrain from joining or supporting the Association. As a duly elected body exercising governmental power under color of law of the State of Florida, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by this Agreement, laws of Florida, or the Constitution of Florida and the United States; that it will not discriminate against any employee with respect to the terms and conditions of this Agreement and his/her participation in any lawful activity of the Association as provided for in this Agreement.
- B. Nothing contained herein shall be construed to deny to any employee rights he/she may have under the Florida School Laws or other applicable laws and regulations.
- C. The Association, a private organization, shall have the same right to use the school buildings as any other community organization.
- D. The Association, a private organization, shall have the same right to use the school facilities as any other community organization.
- E. The Association shall have the right to post notices of activities and matters of the Association on the appropriate and specifically assigned bulletin board. Where a bulletin board is not already provided, the Association will provide one at its expense. The school principal shall determine location of the bulletin board in each school. The Association may have the right to use the employee school mailboxes for the purpose of distributing Association material relating to Association business to employees.
- F. Duly authorized representatives of the Association may be permitted to transact official Association business on school property provided that this shall not interfere with or disrupt school operations and has received the permission of the school principal.
- G. All public records pursuant to Florida Statutes shall be available for inspection or copying at reasonable times during normal office hours of the District office or other offices in which records are maintained. Copies of public records may be obtained by making a request to the lawful custodian of the records. Upon receipt of such public records as it has requested, the Association agrees to remit the actual cost of production to the Board.

If the Association's request for access to a public record is denied, the denial will be made in writing with the precise statutory citation authorizing the denial of access. The written denial will be provided in good faith and with reasonable promptness.

- H. The provisions of this Agreement shall be applied without regard to race, creed, religion,

national origin, disability, sex or marital status.

- I. The Board, upon proper request, shall place the Association on the School Board agenda.
- J. Any member of the Association or applicant for membership in the Association who is employed by the Board, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association. Such authorization shall continue in effect for the duration of this Agreement unless revoked in writing giving thirty (30) days written notice to the School Board and a copy to the Association. Pursuant to such authorization, the Board shall deduct such sum as authorized in twelve equal monthly payments from the Association member's regular salary check beginning with the salary check received by the Association member in the month following the date of authorization. The amount deducted shall be the same each month for an Association member based on the dues letter filed by SRPE with the payroll department each year. The deductions shall be remitted not less frequently than monthly to the Association.
- K. The Board shall deduct from the salary of any Association member employed by the Board and make appropriate remittance, upon written authorization from the Association member, for any plans or programs approved by the Board.
- L. After the building faculty meeting has been concluded, the Association faculty representative shall be given an opportunity to present brief reports and announcements pertaining to Association business.
- M. An Association member shall have the right for Association representation at any meeting that the Association member feels might lead to disciplinary action.
- N. The Association shall be provided one payroll deduction slot in order to allow their members access to Association sponsored benefit programs. These programs cannot compete with any group rated benefit sponsored by the Board.
- O. The president of the Association will be allowed to select one-half of the members of the county calendar committee. The length of term of each selected employee member shall be at the discretion of the current Association President.
- P. The Association shall designate individual(s) to monitor and conduct all school site elections in which employee representation is required. The designee(s) shall assist during the ballot count.
- Q. If a member of the Association is to be part of an investigatory interview with administration, the Association member has the right to decline participation within the same until their choice of Association representative is present at the meeting. Until this representative arrives, the Association member may choose not to participate in the meeting. An investigatory interview occurs when a supervisor questions an employee to obtain information which could be used as a basis for discipline or asks an employee to defend his or her conduct.

ARTICLE III: BOARD RIGHTS

- A. The Board on its own behalf and on behalf of the electors of Santa Rosa County School District, hereby, retains and reserves unto itself, except as specifically stated by this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and the laws and the Constitution of the State of Florida and/or the United States. Such rights and duties shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, its facilities, and its operations and to select and direct all employees and all affairs of the local school district.
 2. Adopt policies; assign, reassign and direct its personnel; and, hire, evaluate, promote, reprimand, suspend, discharge, transfer, lay off, and assign work or duties to employees.
 3. Establish hiring procedures and, subject to the provision of the law, determine the qualifications of employees, including health and conditions.
 4. Establish courses of instruction and in-service training programs for employees and to require attendance at any or all workshops and/or conferences by employees during the normal workday.
 5. Determine the financial policies and all matters pertaining to public relations.
 6. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization.
 7. Take necessary steps to be in compliance with the Americans With Disabilities Act of 1990.
 8. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not the Board has exercised such rights in the past.
- B. The Association recognizes that the Board is legally responsible for the operation of the entire school system within the geographic boundaries of the Santa Rosa County School District, and that the Board has the necessary authority to discharge all of its responsibilities.
- C. In meeting such responsibilities, the Board, as the legislative and policy making body, acts through the School Superintendent and his/her administrative staff. The Board, Superintendent, and administrative staff shall be free to exercise all of their managerial rights and authority to the extent permitted by law, State Board of Education Regulations, School Board Policies and this collective bargaining Agreement.

ARTICLE IV: GRIEVANCE PROCEDURE

- A. Purpose The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may, from time to time, arise affecting the welfare or working conditions of employees. Both parties agree that proceedings shall be kept as informal and confidential as may be appropriate.
- B. Definition Grievance procedures - The grievance procedure is to be used for the settlement of disputes between employer and employee, or group of employees, involving the interpretation or application of the collective bargaining Agreement. No grievance shall be adjusted without prior notification to the Association providing opportunity for an Association representative to be present when requested by the employee.

1. A grievant is the employee or group of employees making the claim.
 2. A Party in interest is the employee or employees making the claim and any person who might be required to take action in or against whom action might be taken in order to resolve the claim.
 3. Days shall mean working days.
- C. Procedure A grievance may be filed by a grievant or grievants whenever the grievance applies to more than one building and a group of employees with a common complaint have requested such action.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered as maximum and every effort will be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. A grievance may be initiated at step two by an employee or group of employees if the authority for correcting the grievance only rests with the Superintendent, his/her designee, or the School Board. The Association shall have the right to be represented at all grievance hearings subsequent to informal step.

Informal: In the event that an employee believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the immediate supervisor with the objective of resolving the matter informally. The informal discussion preceding a grievance is an opportunity for the employee and employer to discuss concerns and try to resolve problems. The employee reserves the right to meet with or without representation at this discussion. However, should the administration choose to not meet with the employee with representation at the informal step, then the employee may choose to bypass the informal step and meet at Step 1 with representation.

Step One: If the grievant has been unable to resolve his/her grievance informally, the grievant(s) shall invoke formal grievance by filing the prescribed form (Appendix B) with his/her immediate supervisor within fifteen (15) working days after the event or events on which the grievance is based are known by the grievant. The Association shall be provided with a copy of any grievances filed. The grievance form shall name the employee or employees involved, state the facts giving rise to the grievance, identify all the provisions of this agreement alleged to have been violated, state the contention of employee or employees with respect to these provisions, indicate the relief requested, and shall be signed by the employee or employees involved.

The immediate supervisor shall give the employee or employees an answer in writing not later than six (6) days after receipt of the written grievance.

Step Two: If the grievance is not resolved in STEP ONE, the employee must, within six (6) days after receipt of the immediate supervisor's answer, submit to the Superintendent or his/her designee his/her appeal of the immediate supervisor's disposition. The Superintendent or his/her designee and the grievant or grievants shall meet within a reasonable time, not to exceed ten (10) days, in an attempt to resolve the matter.

The superintendent or his/her designee shall respond in writing to the grievance within six (6) days of the meeting.

Step Three: If the grievant is not satisfied with the disposition proposed by the Superintendent or his/her designee, the grievant shall have six (6) days within which to appeal the grievance to the Board. Scheduling of a hearing before the Board will be in compliance with applicable Board policies.

Step Four: If the grievance remains unresolved at the conclusion of Step Three, it may be submitted for arbitration at the request of the Association, provided written notice of the request for submission to arbitration is delivered to the Superintendent or his/her designee within six (6) days after the Board's hearing. Within five (5) days after the date of the written request for arbitration, a committee of the Board or its designated representative and the Association, shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon a mutually acceptable arbitrator within the time period set forth herein, the party seeking arbitration shall file a request with the American Arbitration Association. The arbitrator shall be selected and the arbitration conducted in accordance with the rules and procedures of the American Arbitration Association (AAA). Associated cost of the arbitrator shall be divided equally between the Association (SRPE) and the School District.

- D. The arbitrator shall then meet with the two parties for the purpose of making a decision relative to the grievance. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of this Agreement. The Association and Board shall share equally all expenses and fees of the arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed in Step One, Step Two, and Step Three to the other party. Both parties agree that the award of the arbitrator shall be final and binding.
- E. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term. Notwithstanding any other provision of this agreement, whenever illness or other incapacity of the grievant prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the grievant can be present. When such grievance meetings and conferences are held during school hours all employees whose presence is required shall be excused, with pay, for that purpose.
- F. Notwithstanding any other provision of this agreement, whenever illness or other incapacity of the management representative involved prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the management representative involved can be present.
- G. Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this Agreement.
- H. All employees will be entitled to their rights under the law. An employee who participates or

intends to participate in any grievance as described herein shall not be subjected to discipline, reprimand, warning or reprisal because of such participation or intention. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant.

- I. Notwithstanding the expiration of the Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- J. The failure of the grievant to proceed from one step of the grievance procedure to the next step within the time limits as set forth herein, shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance, unless mutually agreed otherwise.
- K. The failure of an administrator to communicate his/her decision to the grievant or grievants within the specified time limit shall permit the grievant or grievants to proceed to the next step in the grievance procedure.
- L. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
- M. Any alleged grievance occurring during the period between the termination date of the Master Agreement and the effective date of a new Agreement shall not be subject to the grievance procedure. Any grievance which arises prior to the effective date of this Agreement shall not be processed.
- N. In the event the alleged grievance involves an administrative order, or requirement, the grievant shall fulfill or carry out such order or requirements, pending the final decision of the grievance.

Powers of the Arbitrator: It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after the hearing, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

- 1. He shall have no power to rule on any of the following:
 - a. Failure to re-employ any probationary employee or employees.
 - b. The placing of a probationary employee or employees on additional probation, in accordance with Florida Statutes 231.351.
- 2. He shall have no power to change any practice, policy, or rule of this contract; it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
- 3. All claims for back wages shall be limited to the amount of wages that employee or employees would otherwise have earned, less any compensation that he/she may have received from any source during the period of the back pay.

ARTICLE V: WORKING CONDITIONS

- A. The Board and the Association recognize that the primary responsibility of a teacher is to teach and carry his/her fair share of the total school responsibilities. Therefore, the Board agrees that sufficient teacher assistants may be permitted to assist teachers in non-teaching responsibilities, which can, without disrupting the operation of the school, be delegated to auxiliary personnel. The above is under the supervision and direction of the school principal.
- B. The Board will strive, limited to funds available, to provide the necessary materials, buildings, and equipment based on program needs.
- C. All employees shall be entitled to a duty free lunch period of approximately thirty (30) minutes, which shall be considered as part of the school day. Principals may require elementary teachers to accompany their students at lunch during the first ten (10) days of the school year.
 - 1. In schools where teachers desire a sixty (60) minute lunch period during planning days, this may be allowed provided all the following conditions are met:
 - a. Only thirty (30) minutes of these sixty (60) minutes shall be considered as part of the teacher's workday.
 - b. The thirty (30) minutes lost at lunch shall be made up by the teacher each day immediately preceding or succeeding the regular workday as determined by the principal.
- D. Telephone facilities shall be made available to employees for school business.
- E. The Board will continue, as construction funds are made available, to work toward including desirable facilities for employees at each school site.
- F. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety or wellbeing, according to applicable state regulations and (or) laws.
- G. The teacher's regular classroom may be used for conferences with parents and students. If a teacher does not have a classroom available, the principal shall provide the teacher a place for a conference, as soon as a place is available.
- H. All elementary teachers, including special subject teachers, shall have a short relief period in both the morning and afternoon each day in schools where this problem exists and as scheduled by the principals. At all levels, administrators shall not unreasonably deny a short relief period to any teacher if needed in order to attend to emergency personal matters.
- I. Faculty meetings in each school may be scheduled as necessary by the principal at his/her discretion. Such meetings shall be as brief and well planned as possible and should not exceed one hour in length. The Association president, his/her designee and/or Association building representative shall be given an opportunity at the conclusion of each building faculty meeting to present brief reports and announcements. At meetings pertaining to matters not germane to education, such as commercial salesmen, etc., attendance shall be voluntary.

- J. Every effort will be made to provide well-functioning heating and air conditioning to maintain comfortable conditions in every classroom.
- K. All funds collected in the name of the school become public funds and are subject to laws and regulations governing same. The principal who is held responsible for the internal accounts at the school is encouraged to involve teachers, parents, students, or others who assisted in raising the funds to help him determine how the funds will be expended.
- L. The Board shall, depending on funds available, continue to provide a professional reference library at the district media center.
- M. It is recognized that teachers must meet the individual learning needs of all students. Therefore, the Board agrees to provide multi-level and/or multi-text materials, as budget consideration dictates.
- N. Each school may spend up to 50 percent of its net allocation for "non-adopted" instructional materials. However, it is required that all "basic" textbook needs are provided for before any of the instructional materials/textbooks allocation is spent otherwise. This "non-adopted" material must be evaluated and approved for use before purchase can be made. This is also true of state adopted materials that have not been approved previously for use in the district. The evaluation form (provided by the district office) must bear the signature of the principal or his/her designee, the curriculum coordinator, when provided, and the head of the department or grade chairman. Preferably this process shall involve the administration, curriculum coordinator, and all teachers in a grade level or subject matter area.
- O. The Board shall continue to provide in each school, depending on funds available, a computer and copying facilities for employees to use in the preparation of instructional materials.
- P. Teachers shall be called upon to participate in planning in such areas as: (1) teaching techniques; (2) courses of study; (3) textbook selection; and (4) other educational matters.
- Q*. Teachers at senior high and middle schools:

Will teach six (6) of six (6) periods with an uninterrupted, unencumbered fifty (50) minute common planning period. Any deviation from a 6 period assignment for full time instructional personnel must be approved by the District Grade Level Director.

School administration may schedule faculty meetings during this planning time under the following conditions:

1. Unless an emergency arises, the faculty meetings are scheduled at least two working days in advance.
2. Scheduled faculty meetings have at least 10 working days between occurrences.

- R*. Each normal school week, pre-school through elementary grade teachers shall be scheduled a 30 minute uninterrupted, unencumbered common planning time, exclusive of other non-contact (specialty area and lunch) time in the work day.

School administration may schedule faculty meetings during this planning time under the following conditions:

1. Unless an emergency arises, the faculty meetings are scheduled at least two working days in advance.
2. Scheduled faculty meetings have at least 10 working days between occurrences.

*R & S above: If desired, a teacher may elect to schedule Professional Development, Parent Meetings, IEP meetings, etc. during the 50/30 minute common planning, but such meetings will not be mandated during the 50/30 minute common planning period.

- S. Substitute teachers should be hired to fulfill the duties of all absent teachers and teachers on temporary duty including art, music, physical education, adaptive physical education, and other special area teachers. The principal or administrative designee will make a good faith effort to provide substitute instructors for such teachers. When substitutes cannot be provided for itinerant teachers, the principal or his/her designee, should provide release time for the effected classroom teacher during the itinerant teacher's assigned period.
- T. When a student requires medical services at a school site, those services may be assigned to an employee, provided that the employee receives additional specialized training prior to the students' assignment.
- U. A district inclusion policies and best practices manual shall be developed and revised as necessary to keep it current with district expectations.
- V. Employees shall be trained in the use of the currently designated electronic educator coverage system. Once the training has occurred, teachers will be responsible for reporting all absences and obtaining substitutes by utilizing the designated system. Teachers may arrange for their own substitutes if the absence is known in advance as long as the information is properly reported to the designated system. It is the intent of the district that a substitute teacher be hired when one is available for every teacher absence, regardless of the length of that absence. If no substitutes are available, then other arrangements must be made including splitting classes when absolutely necessary.
- W. The Board recognizes the importance of using designated planning days for teacher planning time and will make every effort to minimize scheduling other activities on these days.
- X. Equitable Duty.
The principal will be responsible for seeing that duties are fair, equally weighted, and equitable.
- Y. Teacher Preparations – "Preparations" as used herein shall be construed to mean any different grade level, course title, subtitle, or specified level. It shall not be construed to mean differentiated student ability levels with a grade level, course title, subtitle, or specified level.

The parties agree that the Employer has the responsibility of preparing and promulgating teaching schedules for its teachers. In order to be fair and equitable in course assignments every effort shall be made to minimize and/or reduce the number of preparations of each member in the department. The parties agree that teachers shall not be required to teach in more than three (3) certification areas nor exceed three (3) daily preparations in middle and secondary schools, unless:

1. The teacher consents in writing to teach more than specified above, or;
2. The above limitations to any particular teacher(s) would create an unusual difficulty in scheduling within a school or create unusual hardships on students.

Z. Administration is allowed to approve flexibility in work hours for current employees in order for these employees to be able to participate in student teaching courses involving observations and practicums. This does not include full time student teaching assignments.

AA. Peer Assistance: Any teacher needing assistance will select a peer mentor from the appropriate district subject area director's formulated and approved list. This mentor will not work at the school site of the teacher needing assistance. This peer mentor will be given release time to work with the teacher when planning and observing the teacher during classroom instruction as mutually agreed upon by school site principals. The peer mentor will not be involved in the evaluation process and will help the teacher meet the goals of the Professional Improvement Plan.

AB. The Association Representative has the right of communication or meetings with members at each worksite, as long as it does not interfere with instructional time. Brief Association announcements may be made over the building communications system before or after the normal class schedule. The principal/director will receive prior notification.

ARTICLE VI: INSTRUCTIONAL AND PROFESSIONAL DEVELOPMENT

- A. All teachers are expected and required to take part in planned self-improvement activities, as determined by teachers with the approval of the administrative staff, the Superintendent and/or the School Board. Such activities shall be primarily for the purposes of correcting deficiencies in teacher certification, extension of certificates, additional coverage, and general improvement of the total school program.
- B. The Professional Development Center is responsible for providing in-service training as directed by a PDC Council composed of a majority of classroom teachers. The classroom teacher members of the Council shall be elected by instructional personnel, recommended by the Superintendent and approved by the Board. The In-service Committee shall carry out the election procedures established by the PDC Council. (see Article II P. and Article XX G.)
- C. It is expected that there will be fair representation of the directly affected personnel within the school district level committees investigating, recommending and/or modifying actions or procedures, policies, and the like, the Association has the right to exercise a membership role in the committee makeup, whether or not the Association has in the past. The School District has a duty to make known to the Association any established or to be established

committee.

- D. Individuals serving on district level committees shall be given in-service points for attendance and service on these committees. Serving on district level committees improves and enhances leadership skills. A voucher with the meeting date, time and agenda must be signed by the administrator facilitating the meeting.

ARTICLE VII: WORKING HOURS

I. Teachers

- A. The school workday shall be seven and one-half (7-1/2) hours. Daily schedules shall be worked out at each local school with the recommendation of the Superintendent and approval by the Board.
- B. At the beginning of each grading period at least one (1) day shall be provided in the calendar for the purpose of teacher planning and evaluation. If the calendar committee should elect to use a planning day(s) as a precautionary storm make-up day(s) for students, the planning day(s) will convert into an early release day(s) for employee planning. When applicable, this day(s) will also count as an employee storm make-up day(s).
- C. Attendance at Meetings:
 - 1. Teachers may leave school early to attend professional meetings called by the Superintendent or his/her designee with approval from the Principal.
 - 2. On those days that the teacher returns to school after school hours to attend PTA meetings or other school-sponsored functions, the principal shall grant teachers the right to flex their work hours. The abuse of this privilege by a teacher will forfeit his/her right to it.
- D. Teachers may be called upon to perform extra duties beyond the 7-1/2 hour day, but no more than the past two (2) school years.
- E. The school year for teachers shall be 196 days including six paid holidays. Labor Day, Thanksgiving Day, Christmas Day, Martin Luther King Birthday, President's Day, and Good Friday.

ARTICLE VIII: CLASS SIZE - CLASS LOAD

Within the budgetary and financial limitations of the school district, the Board shall continue its effort toward meeting Southern Association of Colleges and Schools accreditation standards in regard to class size. If an individual teacher's class load exceeds the Southern Association's accreditation standards by more than 10 percent the teacher may appeal to the administration for relief of this situation; and if a teacher's class load is 10 percent less than the Southern Association's standards, he/she shall cooperate with the administration in correcting inequalities in class size.

ARTICLE IX: EMPLOYEE'S AUTHORITY AND PROTECTION

- A. The Board recognizes its responsibility to give reasonable support and assistance to employees with respect to the maintenance of control and discipline.

- B. Employees shall administer student discipline in accordance with State laws, State Board of Education Regulations, School Board Policies, and individual school policies.
- C. Employees shall endeavor to achieve correction of student misbehavior. If misbehavior is of such serious nature that a parent conference is warranted, the employee must first discuss the problem with the school principal in order that he/she may be fully informed.
- D. Any battery upon an employee during the employee's performance of school duties shall be promptly reported to the principal or the designated representative and to law enforcement. Zero tolerance of violence against all employees shall be strictly enforced. If desired by the employee, the Board should provide legal counsel to advise the employee of his/her rights and obligations with respect to such battery and should assist the employee in the handling of the incident with law enforcement and judicial authorities.
- E. Time lost by an employee in connection with any incident in this article shall be handled as follows:
 - 1. Time for appearance before a judicial body or legal authority shall result in no loss of wages or reduction in accumulated leave.
 - 2. In case of temporary disability, the employee's wages shall continue in full without reduction in accumulated leave, a maximum of ten (10) days or until workmen's compensation payments begin.
- F. Anyone who has a complaint about a Board employee may submit his or her complaint to the Superintendent, an Assistant Superintendent, appropriate Director, or another administrator. The complainant must identify him or herself and submit the complaint in writing if possible. The administrator will take written notes of the specific information and investigate or forward to another appropriate administrator for investigation. No action, including a letter to the employee's personnel file, shall be taken by the administrative staff or Board on the basis of a complaint, unless the matter is first reported to the employee, and he or she is furnished with a written copy of the complaint.
- G. Discharge or demotion at any time for personnel on a continuing or professional services contract shall be for just cause and the same shall apply for personnel on annual contractual status up to the legally established time for re-employment.
- H. There shall be three (3) members on each school site placement review committee and two alternates. One (1) member and one (1) alternate shall be selected the first week of preplanning by the school faculty using open nominations and a secret ballot. The SRPE building representative will oversee the election and the counting of ballots. One (1) member shall be selected by the teacher who has removed the student. The administrator shall appoint the other member and one (1) alternate after the faculty has completed the election process. Alternates are to serve the category to which they were elected. A member shall not serve when the case to be reviewed involves a student that the member has removed from class. The teacher who withheld consent to readmitting the student may not serve on the committee.
- I. Disclaimer: An employee's e-mail and Internet access privileges are always open to public

review.

Anytime an employee's e-mail or Internet cache is judged to be questionable by the employee's immediate supervisor, (or administrative designee), the employee shall be notified prior to the review of computer information. During the review process all attempts will be made to minimize embarrassment to the employee.

- J. School Related Employee of the Year—SREY.
In accordance with Florida Statute section 1012.21(5), all non-certified, non-instructional educational support personnel who serve at the school or district level (such as teacher aides, library aides, bookkeepers, secretaries and clerks, bus drivers, food service staff, custodians, building maintenance workers, warehouse workers, mechanics, school resource officers, and office managers) may be nominated. Nominees may be full or part-time employees. Certified instructional staff, administrative staff and contract employees are not eligible.
- K. All submitted discipline referral forms shall be processed in a timely manner with written feedback or follow-up made available to the initiating employee.

ARTICLE X: PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. The Board will comply with the Florida Statutes in regard to the hiring of teachers.
- B. No person shall be employed or continue to be employed in an instructional capacity as a regular teacher who does not hold or who is not eligible to hold a valid Florida certificate except as provided by Florida Statutes.
- C. Tentative assignments of schedules and/or grades will be made by preplanning, or sooner if possible. If a change in assignment of a teacher is necessary, the teacher will be informed as soon as this determination is made.
- D. The teacher shall be responsible for keeping a valid teaching certificate.
- E. An ESOL qualifying student will be placed within an ESOL certified classroom when an ESOL certified classroom is in the same designated grade level/subject area and there is availability.
- F. FLDOE extended a Memorandum of Understanding to Santa Rosa County District Schools intended to build educator capacity through the implementation of the Civic Literacy Excellence Initiative. The MOU between SRCDS and FLDOE established a sub-grant for funds under the Elementary and Secondary School Emergency Relief Fund (ESSER II) for the purpose of providing a stipend of three thousand dollars (\$3000.00) for the first 20,344 teachers to complete the Florida Civics Seal of Excellence Endorsement virtual teacher training statewide. Instructional employees who successfully complete the required courses and add the Florida Civics Seal of Excellence Endorsement to their teaching certificate will be eligible to receive a stipend of three thousand dollars (\$3000.00), subject to the limitations defined in the MOU between SRCDS and FLDOE.

Funding for these stipends is wholly from the FLDOE identified sub-grant defined in the MOU between FLDOE and SRCDS. Payments associated with this FLDOE initiative will be based on the availability of funds awarded from FLDOE and the continuation of the award to SRCSD by FLDOE for this specific purpose.

The terms of this provision and the related MOU with FLDOE shall end on September 30, 2023 as stipulated in the MOU between FLDOE and SRCDS.

ARTICLE XI: GENERAL EMPLOYMENT PRACTICES

- A. Marital status, race, creed, religion, sex, disability, or national origin shall not be made a condition of employment.

ARTICLE XII: TRANSFERS AND REASSIGNMENTS

TRANSFER: The movement of an employee from one work site to another work site.

TRANSFER PERIOD: A ten (10) working day period will be established during the last nine weeks of the school year.

- A. The Board recognizes that the placement of an employee at a work site shall be the responsibility of the Board upon recommendation of the Superintendent.
- B. Voluntary Transfers
 1. Employees desiring a transfer from one job site to another shall submit a Transfer Request Form to the administrator at the location(s) to which they wish to transfer. Employees who desire a transfer shall discuss transfer with their present administrator before filing an application. Transfer forms shall be valid through September 30 of the school year. Example--Valid October 1, 1994 through September 30, 1995. Anyone who has not received a transfer by that date will have to file new application(s).
 2. During the transfer period an administrator may fill a vacancy from his/her school's pool of transfer applicants before the position is advertised to the public.
 3. Following the transfer period of one school year and before the beginning of the transfer period of the next school year, an administrator may fill a vacancy from their transfer applicants or an outside applicant.
 4. When a vacancy occurs, an administrator shall interview all employees who are on their transfer list for that vacancy unless an employee was previously interviewed for a similar position within the last twelve (12) months. In that case the administrator may re-interview the applicant but is not required to do so.
 5. Following the transfer period of one school year and before the beginning of the transfer period of the next school year, the transfer must be agreed to by both administrators--the one losing the employee as well as the one receiving the employee.

C. Involuntary transfers

1. In cases where the situation calling for the transfer of an employee cannot be resolved with a voluntary transfer, the Board may make an involuntary transfer based upon the following criteria:
 - a. certification.
 - b. length of continuous service in Santa Rosa County.
 - c. specialized experience.
 - d. evaluations.
2. If the above criteria is not used in making a transfer or a unilateral transfer is made, written justification for the involuntary transfer will be furnished the employee within 30 calendar days of administrative action on the transfer and will become a matter of record.

REASSIGNMENT: The change in an employee's regular assigned duties or a major change in responsibilities. The work location of the employee does not change.

D. Voluntary reassignments.

1. Employees desiring a reassignment shall submit a Reassignment Form.
2. Administrators shall discuss reassignment with all employees who have submitted requests.
3. Administrators shall consider all reassignment applicants before filling a position from transfer applicants or outside applicants.

E. Involuntary reassignments.

1. In cases where the situation calling for the reassignment of an employee cannot be resolved with a voluntary reassignment, the administrator may make a reassignment considering the following criteria:
 - a. certification.
 - b. length of continuous service within the school.
 - c. specialized experience.
 - d. evaluations.
2. If the above criteria is not used in making a reassignment or a unilateral reassignment is made, written justification will be furnished the employee within 30 calendar days of administrative action on the reassignment and will become a matter of record.

- F. If a program is being moved from one site to another, then the employee will move with the program. However, the employee may request reassignment or transfer. The request will be considered.

ARTICLE XIII: VACANCIES

TRANSFER PERIOD: A ten (10) working day period will be established during the last nine weeks of the school year.

- A. Within three (3) working days after being notified by a principal/administrator that a vacancy exists, the Superintendent or a designee shall post this vacancy on the district website.

Instructional vacancies which occur at the end of the school year will be opened first as transfers for current employees during the transfer period. Following the transfer period of one school year and before the beginning of the transfer period of the next school year vacancies will be open to anyone.

Vacancies shall be posted for a minimum of five (5) working days except for those occurring from three weeks prior to pre-planning until the last day for students. These shall be posted for a minimum of three (3) working days

- B. When filling vacancies, an administrator shall consider:
 - 1. 1st - Reassignment requests.
 - 2. 2nd - Transfer requests.
 - 3. 3rd - Other applicants.
- C. The application will be maintained electronically, and it can be updated online through the District website.
- D. Teachers desiring to be informed of vacancies occurring during the summer months shall assume the responsibility of keeping themselves informed of such vacancies either through the schools, human resources office, or the Association.
- E. Job descriptions shall be made available to interested applicants.

ARTICLE XIV: EMPLOYEE EVALUATION

- A. There shall be an annual evaluation of each member of the instructional staff. The principal or person directly responsible for the supervision of the individual shall make the evaluation using the appropriate state approved evaluation instrument and /or by utilizing the district's electronic evaluation instrument. The data collected during an instructional observation will be available for review by the instructional personnel when the information is uploaded to the electronic evaluation instrument by the evaluating administrator. The evaluating administrator will be available to discuss the overall evaluation with the teacher at an agreeable meeting time. The scheduling of the meeting cannot prohibit a final evaluation from commencing. The filing of employee evaluations shall be carried out in accordance with state statutes. All observations of an employee for purposes of evaluation shall be conducted openly and with full knowledge of the employee.
- B. A copy of The Santa Rosa District Teacher Evaluation System, and an orientation to the evaluation process will be given to teachers during pre-planning. The evaluation shall be used for the purpose of improving the quality of instruction. In the current school year and thereafter, the annual evaluation will also be used to determine performance pay as negotiated each year.
- C. The evaluation system and the evaluator shall offer opportunities for noting deficiencies, suggestions for improvement, assistance available for correcting deficiencies, the period of

time within which improvements must be made, and the probable consequences if improvements are not made.

D. A copy of the final electronically signed evaluation shall be available for printing from the electronic evaluation system and shall be provided to any employee upon request.

E. Within 15 working-days of the announcement of the final evaluation results, an employee may request a review of their annual evaluation based on possible errors in data collection, possible errors in the students included in performance data, possible procedural errors or errors in final evaluation rating calculation. This request must be submitted in writing to the Assistant Superintendent for Human Resources and applicable representative must specify the possible error. An Evaluation Review Committee shall be created to review such requests and determine if any corrective action is necessary. The Evaluation Review Committee shall be comprised of the following members:

1. President of SRPE, or his/her designee
2. Three employees selected by SRPE
3. Assistant Superintendent of Human Resources, or his/her designee
4. Three administrators selected by Human Resources

All committee members shall have voting rights to determine the course of action recommended by the committee. In the case of tie committee votes, the evaluation will remain unchanged.

ARTICLE XV: ACADEMIC FREEDOM

A. Teachers shall have academic freedom. Academic freedom shall mean that teachers are free to present instructional materials through various media devices which are pertinent to the subject and level taught, within the outlines of appropriate course content and within the planned instructional program, as determined by normal administrative procedures. Educators shall present all facts of controversial issues in a scholarly and objective manner within the limits of appropriate pedagogical discretion and propriety. The District employed personnel having been educated by the District will exercise a heightened level of awareness, discretion and care when utilizing instructional and technological materials in order to improve student performance. Teachers shall be entitled to freedom of discussion within the classroom on all matters, which are relevant to the subject matter under study, and within their area of professional competence and assignment. Notification will be made to the principal and Superintendent whenever a teacher intends to inject into course coverage material which might be reasonably anticipated to be controversial according to community standards as represented by the School Board.

B. It is recognized as the responsibility of teachers to inspire meaningful awareness of and respect for the Constitutions of the State of Florida and of the United States and to transmit democratic values to their students.

ARTICLE XVI: REDUCTION IN PERSONNEL

- I. Teachers
 - A. In the event the Board or the Superintendent determines that a reduction in teachers is necessary, written notice will be given to the Association before implementing such reduction.
 - B. In the event of emergency conditions as determined by the Superintendent and School Board and a reduction of teachers is necessary, such reduction in teachers shall be based on objective, reasonable and nondiscriminatory criteria. The Superintendent and School Board shall make lay-off based on the following criteria:
 - 1. Certification.
 - 2. Length of continuous service in Santa Rosa County.
 - 3. Needs of the district.
 - C. In the event of a lay-off district wide, a list of teachers, with service dates and areas of certification shall be prepared by the Superintendent and the Board and presented to the Association after notifying the teacher and prior to the lay-off. Teachers shall be recalled in inverse order of lay-off according to areas of certification.
 - D. No new teachers shall be hired in a laid-off teacher's area of certification until all certified teachers from that area of certification have been recalled or have declined or failed to accept recall.
 - E. Laid-off teachers will be granted leave in accordance with Board policies.

ARTICLE XVII: LEAVE OF ABSENCE

- A. Sick Leave
 - 1. Sickness or Death - Any teacher employed of a full-time basis shall be entitled to four days of sick leave as of the first day of employment of each contract year, and shall thereafter earn one day of sick leave for each month of employment, which shall be credited to the teacher at the end of that month, and which shall not be used prior to the time that it is earned and credited to the teacher, provided, that the teacher shall be entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment. No employee shall be entitled to earn more than one day of sick leave times the number of months of employment during the year of employment. Such leave shall be taken only when the employee is unable to perform duty because of personal illness or illness or death of father, mother, brother, sister, husband, wife, child, or other close relative or member of his/her own household. The employee shall notify his/her immediate supervisor as early as possible. There shall be no limit on the number of days of sick leave an employee may accrue, provided that at least one-half of this cumulative leave must be established within the district granting such leave. Any sick leave applied for that qualifies for leave under the Family and Medical Leave Section of this agreement shall be used in conjunction with the rules of that section of this Agreement.
 - a. Section §.1012.61 Florida Statutes allow school employees to voluntarily donate their accrued sick leave days to other employees who are ill and have used all of their own days. SRPE and the District have an interest in allowing district employees to voluntarily

donate their personal accrued sick leave days in certain circumstances whenever an employee runs out of sick leave. The procedures will closely mirror the current sick leave donations for employees with family members. HR will review its current policies to determine what provisions that need to be in place to allow such transfers and what procedures need to be adopted. No employee may donate days unless they have more than ten accrued days and are limited to donating up to 5 days per fiscal year. The donations shall begin after (not retroactively) the 20-21 school year ratification of the Master Contract and HR adds the new provisions to the HRPM.

2. Personal Leave - Six days of personal leave will be allowed to a teacher each year; provided that such days shall be charged to accrued sick leave, provided further, that personal leave days shall be non-cumulative. An employee planning to use personal leave day or days shall notify his/her principal at least one day in advance, except in an emergency, which can be substantiated by request. No more than 15 percent of a school faculty shall be granted personal leave on any given day. Requests will be granted on a first come, first serve basis.
3. Terminal Pay Benefits – An employee will be paid terminal pay for accumulated sick leave at retirement, participation in DROP, or to his/her beneficiary if service is terminated by death. Payment will be in month following effective retirement date unless (e) is selected or (f) is applicable. Investment plan participants will be eligible for terminal sick leave pay only if the participant meets the normal retirement age or years of service as defined in paragraph b.(1)(a) below. No payment for sick leave will be made to investment plan participants under the early retirement criteria for pension plan participants as listed in paragraph b.(2)(a) below except by specific School Board action for retirement incentives for all employees.
 - a. Any employee entitled to terminal pay benefits shall have been under contract to render services for the period immediately preceding retirement or death and shall not be under suspension from duty except for reasons pertaining to health or have any charges pending which could result in dismissal from employment.
 - b. Retirement as used in this section shall be defined as (1) the filing with the Board resignation forms that have been signed and notarized and (2) the filing of the proper paperwork with the Division of Retirement with an effective retirement date within six (6) months of separation date from school board.
 - (1) Normal retirement age or date is the time the employee is first eligible to receive a retirement benefit without a reduction of benefit because of employee age.
 - (a) Pension Plan-Normal retirement under FRS is at least six (6) years of creditable service and age sixty-two (62) or thirty (30) years creditable of service regardless of age IF employed on or after July 1, 2011 is age sixty-five (65) with at least eight (8) years of creditable service or 33 years of creditable service regardless of age.
 - (b) Investment Plan- An employee after one (1) year of FRS under this plan and is not eligible to participate in DROP.
 - (2) Early Retirement
 - (a) Under FRS early retirement occurs when the employee has at least six (6)

years of creditable service but has not reached normal retirement age or date (age 62 or 30 years of service) or for pension plan member enrolling in the FRS for the first time on or before July 1, 2011 early retirement occurs when the employee has at least eight (8) years of creditable service but had not reached normal retirement age or date (age 65 or 33 years of service).

- c. Daily rate of pay shall be calculated by taking the regular contract salary of the individual and dividing by the days in the contract period. Supplemental pay or pay for part-time additional jobs shall not be used in calculating daily rate of pay.
- d. Terminal pay shall not exceed an amount determined as follows:
 - (1) During the first three (3) years of service the daily rate of pay multiplied by thirty-five (35) percent times the number of days of accumulated sick leave.
 - (2) During the next three (3) years of service the daily rate of pay multiplied by forty (40) percent times the number of days of accumulated sick leave.
 - (3) During the next three (3) years of service the daily rate of pay multiplied by forty-five (45) percent times the number of days of accumulated sick leave.
 - (4) During the next three (3) years of service the daily rate of pay multiplied by fifty (50) percent times the number of days of accumulated sick leave.
 - (5) During and after the thirteenth (13) years of service the daily rate of pay multiplied by one hundred (100) percent times the number of days of accumulated sick leave. However, the number of days may not exceed the number of working days for the employee's pay type for a school year, or the number of sick leave days the employee has accumulated as of June 30, 1996, whichever is larger.
- e. If an employee is not participating in **DROP** and has at least fifty (50) days of accumulated sick leave, payment for sick leave days may be made in two calendar year installments after resignation, but prior to official retirement date, if resignation has been signed and notarized by October 31 of a calendar year and the effective retirement date is no later than December 1 of the next calendar year. Payments will be made in December and the month of effective retirement date. Initial payment will be one-half (1/2) of accumulated sick leave days payable at the percentage stated above. These days (one-half of the accumulated sick leave days) shall then be charged to the employee's record as having been used. The final payment shall be calculated based on the number of accumulated sick leave days at date of retirement and at the appropriate percentage as stated in 1-5 above. An employee who selects to use the above method of receiving their terminal pay will not be eligible to use the sick leave bank until (1) all of their sick leave and annual leave has been depleted and (2) the employee has been on leave without pay for the number of days equal to the number of sick leave days for which they have been paid according to this policy. In the event the employee rescinds the resignation and the School Board approves the request, the employee may buy back any or all of the days of sick leave paid for under the above sections. The buyback rate shall be the same as the rate paid to the employee.
- f. If an employee is participating in **DROP** and has at least fifty (50) days of accumulated sick leave, payment shall be distributed according to the following table.

| Months in DROP | Number of Payments | Portion for each payment |
|----------------|--------------------|--------------------------|
| 01 - 12 | 1 | balance |

| | | |
|---------|---|---------------------------------|
| 13 - 24 | 2 | 1/2, and balance |
| 25 - 36 | 3 | 1/3, 1/2, and balance |
| 37 - 48 | 4 | 1/4, 1/3, 1/2, and balance |
| 49 - 60 | 5 | 1/5, 1/4, 1/3, 1/2, and balance |

Payments shall be as follows:

The first and all succeeding payments, other than the final payment, shall be in June, starting in the year the employee enters DROP. The final payment shall be in the month following the last date worked. (Example, last day worked = June 30, final payment = July.) If an employee enters and exits DROP and will not be employed in June of that year, then the remaining balance shall be paid in the month following last date worked. At no time when a payment is to be made, other than the final one, shall the number of remaining days of sick leave be allowed to be less than fifty (50). If that would be the case then either a partial payment or NO payment shall be made.

An employee in DROP will not be eligible to use the sick leave bank until (1) all of their sick leave and annual leave has been depleted and (2) the employee has been on leave without pay for the number of days equal to the number of sick leave days for which they have been paid while in DROP.

- g. Payment for unused sick leave and annual leave shall be processed through the "FICA Alternative Plan for the Santa Rosa County School Board - Plan 001" ("Plan"). The Plan is in accordance with the provisions of the Bencor National Government Employees Retirement Plan as approved by the Santa Rosa County School Board on May 13, 1999. It is understood that should an employee request their funds from the Plan upon separation from the School Board, the company will facilitate getting the employee their money within two weeks of the request or of receiving the money from the School District whichever comes last. No employee shall lose funds as a result of the Plan by withdrawing their money within 30 days after terminating employment with the School Board and the money has been submitted to the Plan.
- 4. A Santa Rosa County School District employee may donate accrued sick leave to a spouse, child, parent, or sibling, who is also an employee of Santa Rosa County School District. The recipient may not receive or use the donated sick leave until all of his/her sick leave has been depleted, excluding sick leave from the Sick Leave Bank. Anyone who donates accrued sick leave will not be eligible to use the sick leave bank until (1) all of their sick leave has been depleted and (2) the employee has been on leave without pay for the number of days equal to the number of sick leave days he/she donated.

B. Illness-In-Line-Of-Duty Leave

In conjunction with the Family and Medical Leave Section of this Agreement, an employee shall be entitled to a maximum of ten (10) days of illness-in-line-of-duty leave each school fiscal year when unable to perform his/her duties because of personal injury in discharge of his/her duties or because of illness from a contagious or infectious disease contracted in his/her work. Such leave shall be non-cumulative from year to year and when approved by the School Board shall be used before charging any absence to regular accrued sick leave; provided the following conditions are met:

- 1. The principal or the Superintendent shall be notified as soon as the illness or injury

occurs.

2. The employee shall file a written claim signed by the principal or the immediate supervisor for attachment to the payroll report for the period in which the illness or injury occurred.
3. In case of injury a certificate from a licensed physician may be required and in the case of a claim relating to a contagious or infectious disease the employee shall file a statement from a licensed physician certifying that beyond a reasonable doubt the contagious or infectious disease was contracted at school during the time the employee was engaged in school work.
4. The School Board, after determining that the claim correctly states the facts and is valid, will approve the leave.
5. Any workmen's compensation payment received by the employee while he/she is on compensation leave shall be deducted from his/her gross salary or the check received from workmen's compensation shall be endorsed to the School Board.
6. Any employee granted leave as herein prescribed who has used the ten (10) days as provided by law may be granted additional leave by action of the Board as hereinafter prescribed:
 - a. The employee shall file a certificate signed by a health care provider designated by the School Board stating the following:
 - (1) The date the serious health condition began;
 - (2) The probable duration of the condition;
 - (3) The appropriate medical facts regarding the condition that are within the knowledge of the health care provider;
 - (4) A statement from the health care provider that the employee is unable to perform the functions of his/her job.
 - b. The employee shall file subsequent written recertification of the medical condition every five (5) weeks during the duration of the condition.
 - c. The employee shall report in writing, at least every two (2) weeks on his/her status and intention to return to work.
 - d. The employee shall not engage in any type of work for which he/she will receive remuneration.
 - e. The employee shall have used all vacation leave and accrued sick leave except for a reserve of ten (10) days.
 - f. When the above conditions and requirements are met, the employee will be allowed additional illness-in-line-of-duty leave, as determined by the Board; provided, that the employee is under contract during the time such leave is granted and any payment is made.

C. Professional Leave

Professional leave may be granted with or without pay as hereinafter provided:

1. Professional leave may be granted to an employee to engage in activities that will result in his/her professional benefit or advancement, including the earning of college credits and degrees or in activities that will contribute to the profession of teaching.
 - a. Any employee who is employed for ten (10), eleven (11), or twelve (12) months during any school year may be granted professional leave as follows:
 - (1) A ten (10) month employee may be granted leave not to exceed five (5) days during the pre-school and/or post-school conference; provided all required

- records and reports are completed prior to the beginning date of the leave.
- (2) An eleven (11) month employee may be granted leave not to exceed five (5) days; provided that all required records and reports are completed prior to the beginning date of leave.
 - (3) A twelve (12) month employee may be granted leave not to exceed six (6) days; provided that all required records and reports are completed prior to the beginning date of leave.
 - (4) Where professional leave is granted, the days to be granted will be based on the college starting date not to exceed two (2) days of such leave as travel time when necessary.
 - (5) Leave shall be used for the purpose for which it is granted.
- b. Professional leave during pre-school and/or post-school conference will not be granted to an employee in annual status except under the following conditions:
- (1) A ten (10) month employee may be reimbursed for not more than five (5) days upon the successful completion of the course(s) and upon resumption of duty in the district.
 - (2) An eleven (11) month employee may be reimbursed for not more than five and one-half (5-1/2) days pay upon the successful completion of the course(s) and upon resumption of duty in the district.
 - (3) Such leave may be granted upon application provided that all required records and reports are completed and the employee is under contract to render services in the school district for the ensuing school year.
 - (4) Where professional leave is granted, the days to be granted will be based on the college starting date not to exceed two (2) days of such leave as travel time when necessary.
 - (5) Leave shall be used for the purpose for which it is granted.
2. Extended professional leave is leave in excess of thirty (30) consecutive days. Such leave is primarily for the benefit of the employee or that of the teaching profession, and only incidentally for the benefit of the School Board. Extended leave for professional improvement may be granted to an employee provided he/she has served satisfactorily in the district for a period of three (3) years or more.
- a. Any eleven (11) or twelve (12) month employee may take professional leave annually provided in **(1a)** of this article or may take professional leave every five (5) years as follows:
- (1) An eleven (11) month employee may be granted not more than five and one-half (5-1/2) weeks of professional leave with pay.
 - (2) A twelve (12) month employee may be granted not more than six (6) weeks of professional leave with pay.
 - (3) Where professional leave is granted, the days to be granted will be based on the college starting date not to exceed two (2) days of such leave as travel time when necessary.
 - (4) Leave shall be used for the purpose for which it is granted.
3. The School Board will grant professional leave without pay when, in its opinion, such leave is justified. The Board will consider each application on its merit and, in arriving at a decision, will consider both the interest of the employee and the general welfare of the school system.

D. Maternity Leave

1. A full-time employee who is an expectant mother at the beginning of the school term or who becomes pregnant during the school term shall be granted maternity leave as provided herein. When an employee determines that she is pregnant and wishes to take maternity leave or family adoption, she shall file with the Superintendent a written application for leave with an attached statement from the attending physician stating the expected date of birth of the child. If possible the employee and her immediate administrative superior shall mutually agree to the effective date for the suspension of services. Such decision shall be based on, but not limited to, physical condition, effectiveness in carrying out her assigned duties, availability of a satisfactory replacement, term of service required for credit for a year of service, and the recommendations of the attending physician. The administrative superior shall determine and inform the employee as to the number of days or hours of service required for her to receive credit for a year of service for continuing or professional services contract and salary purposes during that school year. When a mutually acceptable date for the suspension of services cannot be achieved, the Superintendent shall evaluate the recommendations and information submitted to him by both the employee and their immediate administrative superior and shall make an appropriate recommendation to the School Board for its consideration and action.
2. Maternity leave for an employee shall be granted only when a contractual relationship exists which will be in effect during the period of the leave. The leave application shall specify the period for which leave is requested; provided that leave in excess of one year will not be allowed.
3. Subsequent to the birth of the child, the employee will be returned to duty in accordance with the approved leave application; provided that a certificate from the attending physician is filed with the Superintendent certifying that the employee is physically and emotionally able to return to duty.
 - a. Where an employee in annual contract status is granted maternity leave the employee must be under contract to render services for the school year during which such leave is to occur. Any employee in annual contract status requesting leave for an entire school year must be duly re-appointed and shall enter into a written contract to render services for the ensuing school year prior to the approval of leave. Leave granted to such person shall not be interpreted to assure reappointment for the next school year but shall be only for the purpose of protecting probationary service for continuing or professional services contract purposes. Any employee in annual contract status and on leave shall be considered for reappointment at the time of the reappointment of instructional personnel. Any employee whose services are not satisfactory and who would not, at the time of leave, be considered for reappointment will not be granted leave. Under no conditions will such leave be granted unless the employee has signed a contract covering the period for which the leave is granted.
 - b. Any employee on maternity leave for the remainder of a school year or for the entire school year who, on expiration of leave, wishes to return to duty at the beginning of the next school year shall notify the Superintendent in writing of such desire by not later than April 1.
 - c. If a continuing or professional services contract employee notifies the Superintendent

as stated in (b) above, of her desire to return to active employment, such employee shall be assigned to the same or similar position which she held at the time the leave commenced, or if that position is no longer available, to a substantially equivalent position.

- d. An employee taking maternity leave may, at their option, use any or all of their accrued sick leave, with appropriate statements from their doctor(s).
 - e. Any maternity leave applied for that qualifies for leave under the Family and Medical Leave section of this agreement shall be used in conjunction with the rules of that section of this Agreement.
4. Prior to being placed on maternity leave of absence, any employee who suffers any illness caused or contributed to the pregnancy, miscarriage or abortion shall be allowed to use accrued sick leave.

E. Family and Medical Leave

The Board shall comply with the Family and Medical Leave Act, provided an application for such benefits is submitted with the request for leave and the employee qualifies for such leave. The inclusion of said leave shall not result in the diminishment of leave or benefits that were available prior to the Family and Medical Leave Act. Guidelines for such leave shall be as follows:

1. Eligible Employees

Employees of Santa Rosa County School Board who have worked for the Board for at least 12 months and have worked at least 1,250 hours during that time may be entitled to a total of 12 work weeks of leave during any 12-month period when leave is taken for one or more of the following circumstances;

- a. The birth of a son or daughter of an employee and to care for the child;
- b. The placement of a son or daughter with an employee for adoption or foster care;
- c. To care for the spouse, son, daughter, or parent of an employee, if the family member has a serious health condition; or
- d. The employee is unable to perform the functions of the position because of the employee's own serious health condition.

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care at a hospital, hospice, or residential medical care facility; or (2) continuing treatment by a health care provider.

In the case of the birth or placement of a child for adoption or foster care, the employee's entitlement to leave expires at the end of the 12-month period beginning on the date of the birth or placement.

Where both spouses work for the Board, their total, combined leave in any 12-month period is limited to 12 weeks if leave is taken for the birth or adoption of a child.

2. Intermittent or Reduced Schedule Leave

When medically necessary, intermittent or reduced schedule leave can be taken in cases of a serious health condition, either an employee's own or that of a family member. Intermittent or reduced leave schedule is not available for the birth or placement of a son or daughter.

Employees seeking intermittent or reduced schedule leave based on planned medical treatment are required to produce medical certification outlining the dates on which treatment is expected and the duration of the treatment. Employees are expected to make a reasonable effort, subject to the health care provider's approval, to schedule treatment so as to not unduly disrupt the Board's operations. Employees are also required to give the Board, through the human resources department, thirty (30) days notice or as much notice as is practicable of their intentions.

In the event an employee requests intermittent or reduced schedule leave due to a family member's or the employee's own serious health condition, the employee may be transferred by the Board to a temporary alternative job for which the employee is qualified and which better accommodates the Board's needs and that of the employee.

Instructional employees who request intermittent leave on a reduced leave schedule to care for a family member, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, when the employee would be on leave for more than 20 percent of the total number of working days over a period the leave would extend, are required to choose either to:

- a. Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- b. Transfer temporarily to an available alternative position for which the instructional employee is qualified which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.

If the instructional employee does not give required notice of foreseeable family and medical leave as required by this section for intermittent or on a reduced leave schedule, the superintendent may require, at his/her discretion, the employee to take leave of a particular duration, to transfer temporarily to an alternative position, or require the employee to delay the taking of leave until the notice provision is met.

3. Notice

A minimum of thirty (30) days advance notice of an employee's intent to take leave is required when it is foreseeable because of:

- a. The expected birth of a baby;
- b. The expected placement of a child for adoption or foster care;
- c. Planned medical treatment for a son, daughter, spouse, or parent with a serious health condition; or
- d. Planned medical treatment in case of the employee's own serious health condition.

If leave has to begin in less than thirty (30) days as a result of one of the above-referenced circumstances, the employee still must provide the Board, through its human resources office, with advance notice as is practicable.

When notified of the need for FMLA, notice will be provided in writing, within ten (10) working days, from the Human Resource Office to the employee concerning eligibility for FMLA and the employee's Rights and Responsibilities. When the employee fails to notify the Human Resource Office in these circumstances, the employee will be considered to have taken "unauthorized leave" and be subject to progressive disciplinary action.

4. Certification

When leave is requested based on a family member's or employee's own serious health condition, the employee must provide, in writing, a medical certification of the condition and the need for leave from the employee's health care provider within ten (10) days of the written request for leave. This certification must contain:

- a. The date the serious health condition began;
- b. The probable duration of the condition;
- c. The appropriate medical facts regarding the condition that are within the knowledge of the health care provider;
- d. Where leave is based on care of a spouse, child or parent, a statement that the employee is needed to provide the care and an estimate of the amount of time that the need will continue;
- e. Where leave is based on the employee's own serious health condition, a statement that the employee is unable to perform the functions of his/her job; and
- f. Where intermittent or reduced leave is sought for planned medical treatment, a declaration from the health care provider stating that this kind of leave is medically necessary, the dates that treatment is expected to be given and the duration of the treatment.

This certification will be treated as a confidential medical record and information will be disclosed only on a strictly need-to-know basis, unless otherwise required by Florida law.

5. Use of Paid Leave

Accrued paid leave can be elected as follows:

- a. Accrued paid vacation or sick leave for birth, placement or to take care of a sick family member: or
- b. Accrued paid vacation or sick leave to take care of a sick family member or because of the employee's own serious illness.

An employee who wishes to take Family Medical Leave is required to first use all accrued paid leave. Family Medical Leave will begin on an hour for hour basis if intermittent and on the next full work day of absence for a planned continuous leave period.

6. Recertification of Medical Condition

- a. An employee who has taken leave because of a serious health condition (excludes leave needed for routine maternity leave) or that of a family member is required by the board to obtain subsequent written recertification of the medical condition when the original certification states a full recovery sooner than the 12 weeks of FMLA eligibility or at the end of the twelve month FMLA designation period, whichever

occurs sooner. The Board also requires employees on leave under this provision to report periodically, at least every four (4) weeks, on his or her status and the intention of the employee to return to work. Failure of the employee on leave to report periodically on his or her status may subject the employee to discipline for unexcused absences. Any employee who has exhausted all paid leave can petition the Superintendent and board, by letter, requesting that unpaid hardship leave be granted.

7. Restored Employment

Eligible employees who comply with all provisions of this section and who return from family and medical leave have the right to return to the job position that they held when they went on leave, or they may be placed, in the discretion of the Board, in an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. While on leave, eligible employees will retain all accrued benefits. Restored employees, eligible employees returning from family and medical leave, are not entitled to accrue seniority or employment benefits during any period of leave. Restored employees are not entitled to any right, benefit or position of employment other than any to which they would have been entitled had they not taken the leave.

As a condition to restoring an employee whose leave was based on the employee's own serious health condition, each returning employee may be required to provide, in writing, to the Human Resources Department a certification from the employee's health provider stating that the employee is able to resume work.

8. Maintenance of Benefits

The Board will maintain group health plan coverage for employees on family and medical leave for the duration of the eligible employee's leave. Coverage will be provided on the same level and under the same conditions that coverage would have been provided if no leave had been taken.

In the event an employee fails to return to work after the period of leave expires, the Board may recover any premiums the Board paid for coverage during the leave period. Such recovery can be taken from any benefits or wages owed by the Board to the employee.

In the event, however, that the employee fails to return to work because of the continuation, recurrence, or onset of a serious health condition of a family member or the employee's own serious health condition that would otherwise entitle the employee to take leave, or due to other circumstances beyond the control of the employee, the Board will not attempt to recover such premium. In this circumstance, if the current FMLA health care provider's (HCP) certification clearly states an extended duration of need, the employee may request leave of absence. If the HCP certification expires with the expiration of the FMLA designation, the employee may be required to provide, in writing to the Human Resource Office, a statement or certification from the employee's HCP supporting the extended absence.

F. Temporary Duty

An employee 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.

1. Temporary duty may be assigned as hereinafter provided:
 - a. Where the employee is under the supervision of a principal and a substitute employee is not required and where such absence will not exceed a school day, the principal of the school may assign temporary duty; provided that such assignment is reported to the Superintendent in writing.
 - b. Where the employee of any school will be absent for more than one day, or away overnight, or where a substitute employee will be required, the principal shall obtain the approval of the Superintendent for assignment of temporary duty.
 - c. When an employee will be absent from regular duty in excess of one day, or overnight, or if a substitute will be required, the principal and the Superintendent shall complete the required form for temporary duty.
2. Expenses will be allowed as follows:
 - a. Per Diem and travel will be allowed if the employee attended the meeting at the request of the Superintendent.
 - b. Per Diem will be allowed at the allowable state rate.
 - c. Travel will be computed at the allowable state rate.
3. The Santa Rosa Professional Educator's president or president-elect may be given temporary duty to attend School Board meetings.
4. A. The Association president or his/her designee shall be allowed a maximum of 20 days of temporary duty in any school year to engage in Association activities subject to the following conditions.
 1. The Association shall pay the cost of the substitute teacher.
 2. The maximum number of days allowed for any one person shall be 15.
 3. The minimum time of any leave request shall be 3.75 hours.
 4. No single class can be missed more than 15 times in any school year.
- B. In lieu of the above section 4.A, the Association President will be granted three (3) continuous hours per day of released time for a full school year provided the Association pays the Board for (40%) of the minimum teacher pay for such released time. The Association must also notify the Board in writing by July 1 of the year in which they wish to make use of this paragraph. The Association President will work directly with the Assistant Superintendent of Curriculum to fill a flexible position in the district i.e., such as visiting teacher or teach two Santa Rosa online classes.
- C. Section 4.C is in lieu of sections 4.A and 4.B. The Santa Rosa Professional Educators Association's President will be a full-time release position (12month for applicable ESP or a 10 and 2 instructional position) to engage in Association activities. SRPE will pay the school board the total cost for the funding of this position. This cost will include all benefits that the Board provides for this position including life insurance, health insurance,

retirement, and workers compensation. Beginning in June 2009, any additional bonus money will be paid on the extra-curricular pay scale and will be included in the total cost for reimbursement by SRPE.

The President is an elected position and the release time would coincide with the two year term (begins June 1 and ends May 31) as outlined in SRPE's by-laws.

In the event the SRPE president is unable to continue at the end of his/her term in office, he/she will be provided the opportunity to return to his/her vacated position at the beginning of the following school year.

5. Representatives of Santa Rosa Professional Educators, not to exceed two (2) from any one school; not to exceed seventeen (17) in the district; not to exceed three (3) successive days, excluding travel time; not to exceed six (6) days per school year for any one employee, excluding travel time; may be granted temporary duty for attending activities benefiting the Santa Rosa County School System, if approved by the Superintendent; and provided that the Association pay the cost of substitutes if they are required.
6. Duly certified representatives of the Association, not to exceed ten (10) percent of Association members per school or five (5) percent for the district, may be granted temporary duty, without travel or per diem expenses, up to two (2) days, excluding travel time, to attend the annual Association state meeting. It shall be the responsibility of the Association president to present a certified list of representatives to the Superintendent or his/her designee ten (10) days prior to the effective date of leave for approval.

G. Military Leave

1. Military leave will be granted to an employee who is required to serve in the armed forces of the United States or of the State of Florida in fulfillment of obligations incurred under the selective service laws or because of membership in the reserves of the armed forces or the National Guard.
2. An employee granted military leave for extended active duty, shall, upon completion of the tour of duty, be returned to employment without prejudice provided an application for re-employment is filed in compliance with the Uniformed Services Employment and Reemployment Rights Act.
3. Compensation allowed during military leave shall not exceed seventeen (17) days as provided in Section 115.07, Florida Statutes. Military leave shall not be counted for allocation of Florida Education Finance Program funds or in determining a year of service for continuing or professional services contract purposes.
4. Extended Active Duty during National/Regional Emergency
 - a. District employees who are reserve members of the armed forces or National Guard, shall be granted benefits as stated below provided the following conditions are met:
 1. The appropriate federal or state authority has declared a national or regional

emergency.

2. The employee called to active duty provides a copy of his/her official orders for active duty.

3. The period of active duty exceeds seventeen (17) days.

b. Salary:

For the first thirty (30) days of active duty, the employee shall receive all district salary and benefits regardless of compensation received from the active duty service.

For any period exceeding an initial thirty days of active duty for up to eighteen (18) months, the employee shall be entitled to receive from the District salary/wages equal to the difference between the employee's military pay and the employee's district salary provided the employee's military pay does not exceed his/her district salary/wages. The employee must provide the district with all documentation necessary to permit the aforementioned computation prior to the expiration of the initial thirty (30) day period.

Employees who do not request district pay or who fail to provide the documentation required in the above paragraph shall not be entitled to receive any district salary or wages as set forth in that paragraph.

c. Benefits:

If the employee provides documentation of orders for active duty and requests benefit continuance in writing, the employee shall be entitled to continue to receive district health or other insurance benefits. The Board's contribution toward benefits will continue. The employee will continue to pay the employee portion of all premiums.

d. Continued Employment:

Notwithstanding any other provision in Board rules or policy, employees called to active duty pursuant to this section shall be granted military leave for period of active duty without loss of seniority and shall be entitled to re-employment upon release of active duty as provided in School Board Policies.

5. An employee who enters active military service shall be governed by the provisions of Section 115.09, 115.14, 121.111, and 250.341, Florida Statutes.

H. Jury Duty

Where an employee is under subpoena for jury duty during the time he/she is engaged in regular professional duties, he/she may make application for temporary duty elsewhere. If the application is approved he/she shall receive his/her regular salary while on jury duty. All applications under this policy shall be submitted to the Superintendent for approval.

I. Witness Duty

Where an employee is under subpoena as a witness in connection with his/her official duties or in a court action in which he/she is not a party to the litigation he/she may make application for temporary duty elsewhere. If the application is approved he/she shall receive his/her regular salary. Any employee who is a party to litigation may request emergency leave, personal leave, or vacation leave. Leave for witness duty may be authorized by the Superintendent.

J. Leave of Absence

Except for leave taken by eligible employees under the Family and Medical Leave section of this Agreement, a leave of absence is permission granted by the School Board or allowed under its adopted policies for an employee to be absent from his/her duties for a specified period of time with the right to return to employment on the expiration of leave. Any absence of an employee from duty shall be covered by leave duly authorized and granted. Leave shall be officially granted in advance by the School Board and shall be used for the purposes set forth in the leave application. Any request that leave be granted retroactively will be denied. Leave for sickness or other emergencies may be deemed to be granted in advance if prompt report is made to the proper authority. No leave, except military leave, shall be granted for a period greater than one year. Leave may be with or without pay as provided by law regulations of the State Board of Education and School Board regulations.

K. Political Leave

An employee who has filed to run for a political office and who desires personal leave for political reasons shall file an application for leave. The School Board will grant such personal leave for the duration of the political campaign. Such leave shall be without compensation.

L. Personal Leave for Other Reasons

An employee desiring personal leave for any other reason shall file a written application setting forth the reasons for and the purpose of the requested leave. The Board will consider such application on its own merits and in arriving at a decision will consider the best interests of the employee and the general welfare of the school system.

M. Unless as otherwise provided under the Family and Medical Leave section of this Agreement, an employee on officially approved leave, who desires to continue insurance coverage, may continue his/her insurance by dealing directly with the carrier if acceptable with the carrier.

N. Leave Related to Domestic Violence

1. An employee, who has been employed by the District for at least three (3) calendar months, may request and shall be granted up to three (3) days of unpaid personal leave within a twelve (12) month period if he/she has been a victim of domestic violence or if a family or household member has been a victim of domestic violence.
2. The leave must be used for one or more of the following purposes:

- a. To seek an injunction for protection against domestic violence or for protection in cases of repeat violence, dating violence or sexual violence;
 - b. To obtain medical care and/or mental health counseling for the employee or a family or household member;
 - c. To obtain services from a victim-services organization;
 - d. To make the employee's home secure from the perpetrator or to seek new housing; and/or
 - e. To seek legal assistance related to the violence.
3. All records related to such leave will be considered confidential.
 4. This leave shall be noncumulative and shall be requested in advance except in the case of an emergency.
 5. If an employee elects to be on paid leave, he/she may request personal leave chargeable to sick leave provided that the employee is eligible to be on such leave or he/she may request annual (vacation) leave provided that the employee accrues annual leave and has an annual leave balance.

O. Unapproved Leave Without Pay

Leave without pay will only be approved at administrator's discretion but at a minimum will require a doctor's note verifying a medical illness and doctor visit on date of absence. In cases where a doctor's visit did not occur, a detailed explanation must be attached to the leave form explaining the absence. Even with a doctor's visit or detailed note an administrator has the authority to not approve leave without pay.

- 1) Instructional – Any member of the instructional staff who is willfully absent from duty without leave will forfeit compensation for the time of the absence and the employee's contract shall be subject to cancellation by the School Board. In addition, such absence without leave shall interrupt continuity of service.
- 2) Three (3) working days of failure to report for duty or be on approved leave will be determined abandonment of position and the employee will be subject to termination.
- 3) Unauthorized leave not exceeding three consecutive days: An unauthorized leave (including unpaid) may not be approved by the site supervisor. Any leave not approved by the School Board is considered a break in service and will result in a warning, suspension, and/or termination.

Discipline for employee taking leave without pay that is unapproved by their supervisor:

Record of Counsel- When an employee reaches zero leave balance, the administrator will meet with that employee to make them aware of their status and discuss alternative leave options

1st incident – letter of reprimand to be included in personnel file with a copy provided to the employee at the time of the reprimand.

2nd incident – recommendation of five-day suspension to the School Board in compliance with the tests of just cause as outlined in the master contract or CBA.

3rd incident – recommendation of termination to the School Board in compliance with the tests of just cause as outlined in the master contract or CBA.

P. Bereavement Leave

A full-time employee who has completed the probationary period may apply for up to two (2) days paid bereavement leave in the event of a death in his/her immediate family to make funeral arrangements and/or to attend the funeral. Immediate family shall be defined as spouse, parent, grandparent, sibling, child, stepchild, or grandchild. An employee may apply for a maximum of four (4) paid bereavement leave days per fiscal year. Bereavement leave is not accumulative. Employees will not be paid for bereavement 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.

ARTICLE XVIII: MAINTENANCE OF STANDARDS

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make proposals and counter-proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Within budgetary limitations, this Agreement shall not be interpreted or applied to deprive employees of any significant professional advantages.

ARTICLE XIX: POLITICAL ACTIVITY

- A. All employees shall have entire liberty of political action when not engaged actively in their employment, provided such action is within the laws of the United States of America and the State of Florida; and provided further that such action does not impair their usefulness as a teacher.
- B. The right of employees, when not actively engaged in their employment, to work and to vote for the party and candidates of their choice shall not be questioned, abridged, or denied.

ARTICLE XX: INSURANCE

- A. The Board shall make available group medical, dental, and life insurance plans for its employees.

- B. Insurance for employees was determined by a joint committee as described in Article XX (J) of the contract.
- C. The Employee will pay a maximum of 6% (rounded to the nearest dollar) of the monthly premium for the lowest cost single policy group PPO or HSA medical plan. The Board will pay the remainder of the premium for this plan and that same dollar amount may be applied towards any like type single policy group medical plan offered by the Board.
- D. The Employee will pay a maximum of 35% (rounded to the nearest dollar) of the monthly premium for the lowest cost family policy group PPO or HSA medical plan or any family tier plan offered. The Board will pay the remainder of the premium for this plan and that same dollar amount may be applied towards any like type family policy group medical plan or any family tier plan offered by the Board.
- E. When husband and wife both work for the Board, the Employees will pay a maximum of 8% (rounded to the nearest dollar) of the monthly premium for the lowest cost family policy group PPO or HSA medical plan. The Board will pay the remainder of the premium for this plan and that same dollar amount may be applied towards any like type family policy group medical plan offered by the Board.
- F. The Board will pay for low option single dental coverage for employees who choose to not participate in the group health plans.
- G. The Employee will pay the total monthly premium for any group dental plan and the Board will pay \$00.00.
- H. The Board will purchase a minimum of \$50,000 of group term life insurance on all regular employees who are employed at least half of the hours of the full-time contracted position per week. The Board will purchase an additional \$50,000 of group term life insurance for those employees who do not take the board group medical plan. The cost of this additional \$50,000 of life insurance will be considered as income to the employee for federal tax purposes.
- I. To be eligible for these insurance benefits contributions, the employee must receive a regular payroll check in the month of payment or be eligible for such benefits through the Family and Medical Leave Act.
- J. There will be a Joint-Insurance committee on which there will be equal representation of all employee groups (administrators, teachers, ESPs, blue collar, and exempt educational support). The teachers will be appointed by the current SRPE president. The Joint-Insurance committee will review insurance plans on an annual basis and will issue a report with its recommendations (including a low option and a high option) for the upcoming school year to both the Administration and the Association by the first week of August each year. The annual review of insurance plans will begin no later than the first week of May each year. The multi-tier options shall include at least the following four plans: employee-single; employee and spouse, employee and dependent children; and employee-family.
- K. The Board will provide an IRS-125 plan for its employees.

- L. The Board will provide a vision plan for its employees. The employee will pay the full premium for such plan.
- M. Benefits provided by the health or dental insurance carriers shall not be reduced unless the Joint-Insurance committee first considers such reductions before being presented to the Board.
- N. Members of the SRPE staff may be included in the group medical, life, dental, and vision plans offered by the Board, but shall pay the full cost of coverage.

ARTICLE XXI: MISCELLANEOUS

- A. This Agreement shall constitute the full and complete 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 written and signed amendment to this Agreement.

Additional grammatical and date updates that do not change the content or intent of the contract language may be made with mutual agreement of both parties.

- B. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provision shall be modified to the extent that it violates the law but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision. The Association shall be notified and discussion held prior to modification of the Agreement.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with the terms of this Agreement. If this Agreement is silent on any rule, regulation, or practice of the Board, then the rule, regulation, or practice of the Board shall prevail.
- D. New members of the School Advisory Council shall be elected by their respective peer group, except for business and community representatives and the school principal.
- E. It is the intent of the Board that the teachers' individual contracts shall be in compliance with this Agreement.
- F. The Santa Rosa Professional Educators' president or president-elect, upon request, shall be given an agenda of each School Board meeting and a copy of the financial statement when one is presented to the Board.
- G. It is desirable that each school be represented on the in-service committee. Teachers serving on the Santa Rosa County In-Service Committee shall be elected by the faculty and recommended by the Superintendent and approved by the Board.

ARTICLE XXII: SICK LEAVE BANK

- A. A sick leave bank shall be established by the Board for use by participating teachers. The teacher committee will be comprised of:

1. Two (2) Association members appointed by the Association president.
 2. One (1) employee appointed by the Superintendent.
 3. The Assistant Superintendent of Human Resources.
- B. To be eligible for membership in the Sick Leave Bank, the employee:
1. Shall have completed one year of employment as a full-time employee of the Board.
 2. Be a full-time employee of the Board at the time of application.
 3. Have a minimum of nine (9) days of accumulated sick leave and/or annual leave at the date of application.
 4. Shall apply for membership on an approved form during the enrollment period. This form shall be submitted to the Assistant Superintendent Human Resources. Participation in the bank shall be voluntary on the part of each employee.
- C. Each participating member shall contribute one day of sick leave to the bank upon enrollment. Membership applications shall be submitted during the first twenty (20) workdays of a school calendar year. The committee shall act to approve or disapprove applications on basis of rules herein described. New members become eligible for participation in the Bank on October 1st. Deduction of the day for the new members will be reflected on the October Statement of Earnings and Deductions.
- D. Each participating employee shall contribute, by way of deduction from their official sick leave record, one day of sick leave anytime the balance in the Bank falls below twenty percent (20%) of the number of participants. No employee shall be required to contribute more than two (2) days in any one school year, after the initial membership contribution of one (1) day. The committee shall notify members in writing of the necessary contributions. Members shall have ten (10) working days in which to request withdrawal from the program rather than donate the requested day. Any participating member, who is unable to donate a day of sick leave at the time for contribution to be made, shall contribute their next available sick leave day or be removed from membership. Any sick leave pooled pursuant to this article shall be removed from the accumulated sick leave balance of the employee donating such leave and shall not be available to the donating employee as sick leave.
- E. Membership shall be on a continuing basis unless a letter requesting withdrawal from the Sick Leave Bank is submitted to the Human Resources Department of the school district. Upon receipt of said letter the committee shall be notified. Any member who chooses to withdraw from participation in the Sick Leave Bank shall not be able to withdraw any sick leave days already contributed.
- F. Members needing to utilize days in the Sick Leave Bank will request the needed number of days on a Sick Leave Bank Program Withdrawal Application form with the medical statement attached within seven (7) working days of return to work. The application must be completed in full. A participating employee may be eligible for sick leave from the Bank only after having met the following conditions:
1. Has used all his/her accumulated sick leave.
 2. Is not eligible for Worker's Compensation pay.
 3. Is not eligible for Injury in Line-of-Duty pay as granted by rule of School Board.
 4. Has been absent from employment for at least five (5) consecutive working days.
 5. The above condition number 4 may be waived to provide for intermittent or reduced

schedule under the following conditions:

- a. Illness has been judged by the Sick Leave Bank to be catastrophic in nature.
 - b. The days requested are directly related to the catastrophic illness.
6. Has an application approved by the Sick Leave Bank committee.
- G. Sick leave credit, up to thirty (30) days, may be granted to a participating member applicant at the discretion and upon the authority of the Sick Leave Bank committee after consideration by the committee of all outstanding eligible applications. Any sick leave awarded from the Sick Leave Bank to a participating employee shall be used for absence due to the employee's personal catastrophic illness, accident, or injury. Mental/emotional illnesses and pregnancy will not be considered catastrophic illnesses. However, complications from pregnancy or mental/emotional illnesses, which require hospitalization or institutionalization, will be considered by the committee. The Sick Leave Bank committee, at its discretion, is authorized to grant fifteen (15) additional days in hardship situations. Once days from the sick leave bank are granted, the use of the sick leave bank days will begin on the fourth (4th) day without pay. These days without pay shall be in addition to, and shall start after, any days without pay as stipulated in Article XVII, Sections A.3.e; A.3.f; and A.4. Each participating member shall not draw in excess of forty-five (45) days from the bank within a twelve-month period from the date the Sick Leave Bank is used. Any unused sick leave bank hours will be returned to the bank at the start of each fiscal year. If a participant has hours remaining at the end of the school year and has a need to continue to use previously approved hours at the start of the new school year, the participant is required to notify the sick leave bank committee through the Human Resources department to reinstate eligibility before the start of the new school year. For 12 month employees, any unused sick leave bank hours will be returned at the start of each fiscal year unless a participant is in the midst of using previously approved bank hours when the new fiscal year begins.
- H. A participating employee shall not be required to pay back any sick leave awarded from the Bank except as otherwise provided for in this agreement. Alleged abuse of any provision contained in this agreement by a participant shall be investigated by the Sick Leave Bank committee. A finding of violation of any provision of this agreement may, upon the action and the authority of the committee, result in expulsion from further participation and/or a requirement to repay all the sick leave drawn from the Bank and be subject to other disciplinary action as determined by the School Board.
- I. Employees who have earned annual leave must deplete all annual leave before they shall be eligible to draw from the bank.

ARTICLE XXIII: WAIVER PROCEDURE

The following shall constitute the sole process at each school site for the waiver of any portion or provision of this Master Contract between the Santa Rosa Professional Educators (SRPE) and the Santa Rosa County School Board (SRCSB).

- A. Any waiver must be in writing and must specify the contractual provisions(s) to be waived, the nature and duration of the waiver and the employees affected by the waiver. Such waiver shall originate within and be approved by the SAC.

- B. There shall be a duly called meeting of all bargaining unit members to fully explain the proposed waiver.
- C. There shall be a 36-hour minimum between the full disclosure meeting and any waiver vote.
- D. There shall be a secret ballot vote of all bargaining unit members to approve or disapprove said waiver. Such vote shall include a signature sheet(s). The waiver shall require an 80% approval of the total bargaining unit membership in order to move forward. A valid vote shall not be rescinded.
- E. SRPE shall designate individual(s) to monitor and assist in the conducting of A-D above. The SRPE designee shall be present at the secret ballot vote.
- F. The waiver shall then be presented to the SRCSB and to the SRPE Executive Board for final approval. A duly elected SAC representative shall be available to address questions and concerns prior to the final approval vote.
- G. Waivers shall not extend beyond the school year in which they originally take effect.
- H. Waivers may be extended one year at a time if there are no changes in the waiver. Extensions would require the 80% secret ballot approval and final approval of the SRPE Executive Board and the SRCSB.
- I. If an individual disagrees with an approved waiver and can find a certified bargaining unit member willing to exchange positions at a different school, said transfer shall be considered and an effort made to facilitate the transfer.

ARTICLE XXIV: TERMS OF AGREEMENT

This Agreement shall be effective August 11, 2020 and shall continue in effect through August 10, 2023. The parties shall meet annually to negotiate salary, insurance, supplements, and two others articles each of their own choosing. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Due to the verification of election results and certification of exclusive bargaining representative and revocation of certification entered by the Public Employees Relations Commission on December 4, 2017, the Association’s previously issued Certification number 1577 (OR-86-089) was revoked by this order. Accordingly, any language and reference to ESP issues which may occur in the Agreement are null and void and the remainder of the Agreement remains intact.

**SANTA ROSA
PROFESSIONAL EDUCATORS**

**SANTA ROSA COUNTY
SCHOOL BOARD**

President

Chairman

Negotiator

Superintendent

Negotiator

APPENDIX A--Membership Authorization
Current copy may be obtained through srpe.office@srpeducators.com

*****This space intentionally left blank*****

APPENDIX B--Grievance Form

OFFICIAL GRIEVANCE FORM

Name _____

School _____ Assignment _____

Home Address _____ Home Phone _____

STEP _____

A. Date cause of grievance occurred _____

B. Relates to Article(s) _____ of Contract _____

C. Statement of grievance _____

D. Relief sought _____

Signature

Date

E. Disposition of immediate supervisor _____

Signature

Date

- 1 copy to immediate supervisor
- 1 copy to Superintendent or his/her designee
- 1 copy to Association
- 1 copy to Grievant

Grievance No. _____

APPENDIX C--Transfer Request
FORM MUST BE GIVEN TO THE ADMINISTRATOR
AT THE TRANSFER REQUEST SITE

Current copy may be obtained through Santa Rosa County Human Resources

*******This space intentionally left blank*******

APPENDIX D—Teacher Salary Schedule

Minimum Classroom Teacher Salary **2022-23 HB 641 Salary Schedule**

| Years of Qualified Service | 2022-2023 Salary Placement | FOCUS LEVEL (paystub) |
|-----------------------------------|-----------------------------------|------------------------------|
| 0 | 47,500 | 1 |
| 1 | 47,500 | 2 |
| 2 | 47,500 | 3 |
| 3 | 47,500 | 4 |
| 4 | 47,500 | 5 |
| 5 | 47,500 | 6 |
| 6 | 47,500 | 7 |
| 7 | 47,500 | 8 |
| 8 | 47,500 | 9 |
| 9 | 47,500 | 10 |
| 10 | 47,500 | 11 |
| 11 | 47,500 | 12 |

Minimum classroom teacher salary will increase from \$44,816 to \$47,500.
Salary increases will be retroactive to July 1, 2022.

2022-23 Regular Teacher Salary Schedule

| Years of Qualified Service | 2022-2023 Salary Placement | FOCUS LEVEL |
|----------------------------|----------------------------|-------------|
| 0 | 38,400 | 1 |
| 1 | 39,091 | 2 |
| 2 | 39,795 | 3 |
| 3 | 40,511 | 4 |
| 4 | 41,240 | 5 |
| 5 | 41,983 | 6 |
| 6 | 42,738 | 7 |
| 7 | 43,508 | 8 |
| 8 | 44,291 | 9 |
| 9 | 45,088 | 10 |
| 10 | 45,900 | 11 |
| 11 | 46,726 | 12 |
| 12 | 47,603 | 13 |
| 13 | 48,404 | 14 |
| 14 | 49,217 | 15 |
| 15 | 50,043 | 16 |
| 16 | 50,852 | 17 |
| 17 | 51,741 | 18 |
| 18 | 52,608 | 19 |
| 19 | 53,817 | 20 |
| 20 | 55,054 | 21 |
| 21 | 56,322 | 22 |
| 22 | 57,617 | 23 |
| 23 | 58,943 | 24 |
| 24 | 60,298 | 25 |
| 25 | 61,685 | 26 |
| 26 | 63,105 | 27 |
| 27 | 64,556 | 28 |
| 28 | 66,039 | 29 |
| 29 | 67,558 | 30 |
| 30 | 69,112 | 31 |

2022-2023 Salary Placement- Instructional employees will be placed at the level that corresponds to their years of qualified service.

Instructional employees with over 30 years of service will receive a 4.33% salary increase.

Performance pay Formula: HE= X, E= 0.75X, GF= 0.80X

2021-22 longevity supplements and make whole supplements have rolled into the above salary schedule.

All salary increases will be retroactive to July 1, 2022.

PERFORMANCE PAY

Effective July 1, 2018, all current and new instructional employees for 18-19 will be placed on the Appendix D—Teacher Salary Schedule as negotiated annually. Any instructional employees on PSC or CC opting to move to the Performance Pay system relinquishes their contract status and may not return to PSC or CC.

There will be two components used to annually calculate the current year's base salary for all Instructional Personnel (IP). An IP's base salary shall be the sum of the prior year's salary and any negotiated amount for awarding a salary improvement and/or performance pay adjustment. The two components are defined as follows:

1. Base Salary: 2020-2021 placement for all IP's will be based on the number of qualified years of service. A qualified years of service is awarded for each year of full time teaching experience for which the employee received at least a satisfactory or effective performance evaluation. Any increase in base pay will be determined by an IP's overall performance evaluation score and must be negotiated each year. Any employee receiving a rating of Needs Improvement or Unsatisfactory does not earn a qualified year of service and shall not be eligible for any negotiated improvements to their salary.
2. Performance Pay: This amount is negotiated each year to be calculated and applied using the following formulas:
 - a. X = Annual contract IP earning a Highly Effective on their overall annual performance evaluation.
 - b. $.99X$ = Grandfathered IP earning a Highly Effective on their overall annual performance evaluation.
 - c. $.75X$ = Annual contract and Grandfathered IP's earning an Effective on their overall annual performance evaluation.
 - d. 2020-2021 value for X = \$1.00 (one dollar).

This schedule lists the base salary for instructional personnel holding a valid Florida Educator's Certificate, regardless of each individual's contractual status. The schedule list salary as an annual figure.

1. Personnel employed as of August 9, 1993, who are receiving, or are eligible to receive, credit on the salary schedule for all or part of an advanced degree shall receive full credit for the degree. Advanced degree percentages are based on the current year base pay IBA00 and percentage need to be included in this section 8%, 12%, 16%.
2. In order for instructional personnel to receive credit on the salary schedule for an advanced degree, the degree must:
 - a. be reflected on an official transcript
 - (and)**
 - b. be from an accredited college or university recognized by the Florida Department of Education,

(and)

(1) be in an area of certification that is listed on the teacher's valid educator certificate

(or)

(2) has been added as a certification area to the teacher's valid educator certificate based on the advanced degree

(or)

(3) has an advanced degree related to a certification area already reviewed and approved by the Florida Department of Education on the teacher's valid educator certificate.

(or)

(4) has been issued by a college of education (defined as a degree recognized by the Santa Rosa County District School's Instructional Salary Schedule i.e.: Master's/Specialist/Doctorate)

(or)

(5) a teacher has met all certification requirements and holds an advance degree for an area specifically related to the vocational certification area for which the teacher is currently assigned.

Once a teacher in Santa Rosa County has been granted the advance degree pay based on the Santa Rosa County District Schools Instructional Salary Schedule the educator will maintain the advanced degree level of pay for the time of continuous employment.

Implementation of Advance Degree pay is effective on the date of initial employment once the advance degree is verified or upon the approval of the "Application for Advanced Degree Credit for Salary Purposes".

Once a teacher in Santa Rosa County has been granted the advance degree pay based on the Santa Rosa County District Schools Instructional Salary Schedule the educator will maintain the advanced degree level of pay for the time of continuous employment.

Implementation of Advance Degree pay is effective on the date of initial employment once the advance degree is verified or upon the approval of the "Application for Advanced Degree Credit for Salary Purposes".

Personnel employed as of June 30, 2003, who are receiving credit on the salary schedule for an advanced degree shall continue receiving that credit without regards to the 2003 changes in the Master Contract.

Personnel employed as of June 30, 2011, who are receiving credit on the salary schedule for an advanced degree shall continue receiving that credit without regards to the July 1, 2011 changes in the Master Contract.

3. Certified personnel working in the eleventh or twelfth month in a summer academic program which awards credits or gives academic forgiveness shall be paid their

regular hourly rate. Summer programs operated by Community School shall pay an instructional rate of \$30.00 per hour.

Part-time instructors hired prior to June 30, 2016, in the adult vocational and technical schools who hold professional certification or district-issued vocational certification shall be paid on an hourly basis on the Regular Teacher Salary Schedule according to their degrees and contractual status. The initial hourly amount determined for placement will be increased by an amount commensurate with the increase awarded to the effective rate on any subsequent Master Contract settlement.

4. Personnel employed as a result of a contract with an outside agency shall be paid as specified in said contract, or from the regular salary schedule in the Master Contract based on degree and experience, whichever amount is greater.
5. Ten month teachers with 12 monthly payments will receive their three summer checks as follows: two (2) on the last day of post planning and the third fifteen (15) work days later.
6. For teachers hired before January 7, 2003, a maximum of five (5) years of verified experience outside the State of Florida or in private school will be allowed upon initial employment in Santa Rosa County. For each additional year of full-time teaching experience earned in Santa Rosa County, one (1) additional year of out-of-state or private school experience will be credited until a maximum of ten (10) years is reached. However, all out-of-state or private school experience allowed for salary purposes must meet the criteria below:
 - a. Credit for prior teaching experience outside the State of Florida shall be given for 1) public schools; 2) special state supported schools; 3) state colleges or universities; 4) state supported community junior or senior colleges and 5) schools and colleges supported by the Federal government and possessions of the United States.
 - b. Credit will be given for prior teaching experience in a private school provided the school is accredited by the Southern Association of Colleges and Schools or another regional association of colleges and schools or the state where the experience was received.
7. For teachers hired on or after July 1, 2001, for purposes of pay, the Santa Rosa County School Board shall recognize and accept each year of full-time public school teaching service earned in the state of Florida which the teacher received a satisfactory performance evaluation. It shall be the responsibility of the teacher to (a) verify all public teaching experience and (b) provide documentation of evaluations for all of the years of verified experience.
8. For teachers hired on or after January 7, 2003, for purposes of pay, the Santa Rosa County School Board shall recognize and accept each year of full-time public school teaching service earned outside the state of Florida and for which the teacher received a satisfactory performance evaluation. It shall be the responsibility of the teacher to (a) verify all public teaching experience and (b) provide documentation of evaluations for all of the years of verified experience.

9. Re-employed retirees of any state's retirement system that includes teachers hired after September 30, 1994 shall be allowed all years of verified experience upon initial employment in Santa Rosa County.

In August of 1997 a Memorandum of Agreement was signed to allow the School Board to recognize the "***Educational Leadership: Education & Training Management Subspecialty in Instructional Technology***" master's program at the University of West Florida for the purpose of receiving credit for a master's degree on the salary schedule.

Beginning with the 2007-2008 school year, the first regular pay date for ten month employees shall be no later than the 27th working day of the year beginning with the first day of pre-planning.

APPENDIX E—Differentiated Pay Schedule—

| <u>SPORTS:</u> | HEAD | ASS'T |
|--|-------------|--------------|
| Football, Basketball, Baseball, Track, Wrestling, Athletic Director Softball, Soccer, Volleyball | .16 | .10 |
| Combined Male and Female Team | .12 | |
| All others | .08 | |

1. Supplement Contract amounts based on a percentage will be equal to the negotiated supplement percentage multiplied by the previous fiscal year’s beginning teacher salary (Bachelor level) which is defined in the H/R system as Salary Slot IBA00.
2. No more than four (4) supplements will be paid to any individual for athletic activities.
3. The maximum per person shall be 0.42.
4. All coaches who start receiving a supplement during or after the 1985-1986 school year shall resign their teaching position if they resign their coaching position. They may be transferred to another position in that school or to another school in the county if a vacancy exists. If a person has been receiving a coaching supplement for a sport for the seven (7) consecutive years prior to the beginning of the 1985-1986 school year, he/she shall be exempt from the resignation requirement providing there has not been a break in the coaching supplement. If a person who is exempt quits coaching then he/she shall lose their exemption if he/she resumes coaching.
5. Beginning January 1, 2007 all supplemental positions for sports and cheerleader sponsors shall be advertised and posted in the same manner as all other instructional positions. If there are no instructional candidates available for the position then the position may be offered to an Educational Support Professional employee. In-school instructional transfers do not have to be advertised.
6. In the event a principal has advertised a supplemented extra-curricular position in accordance with current human resource guidelines and has found no acceptable qualified candidate currently employed by the Santa Rosa County School District, the principal may request permission from their district grade level director to offer the supplement to an individual not employed by the district. **The intent of this agreement is to assist the principal or designee to be able to find coaches/sponsors for hard to fill positions. There is no intent to eliminate positions for qualified employees. All qualified employee applicants shall be given first consideration for the coaching/sponsor position.**
 In order to receive the supplement for the extra-curricular position, the individual must meet minimum requirements, or be eligible to meet requirements, as described in the job descriptions for each position. These requirements include, but are not limited to the following:
 - a. Bachelor’s degree or higher from an accredited institution, or 60 completed hours of college credit
 - b. Holds, or is eligible for, a Florida teaching certificate or a Florida coaching certificate
 - c. Eligible to be a substitute teacher in the SEMS system
 - d. Attend an orientation held by the district staff each year

Principals will use a district extra-curricular supplement recommendation form to recommend selections. This form will include a justification for hiring a non-employee. The recommendation form should be sent directly to the district grade level director for approval prior to an offer to a candidate. All contracts for extra-curricular supplements are already

evaluated annually. Each school principal shall retain the right to continue or discontinue each individual's extra-curricular supplement contract each year.

OTHERS:

| | | | |
|--|-----|--|-----|
| Agriculture, High with FFA | .10 | Cheerleader Sponsors-Football & Basketball: | |
| Band Director, High School | .21 | 1. Varsity | .16 |
| Ass't Band Director, High School | .12 | 2. Jr. Varsity | .10 |
| Band Director, Middle School | .08 | 3. Ninth Grade | .10 |
| Drama Director, High School | .05 | Cheerleader Sponsors-Football or Basketball: | |
| Performing dance, High School | .05 | 1. Varsity | .10 |
| Annual Sponsor, High School | .05 | 2. Jr. Varsity | .05 |
| Annual Sponsor, Others | .03 | 3. Ninth Grade | .05 |
| Newspaper Sponsor, Middle/High | .03 | Web Manager | .05 |
| Forensic Sponsor, High School | .05 | Supplemented Curriculum Coordinator | .10 |
| JROTC instructors | .05 | | |
| Minority Recruitment and Retention | .08 | | |
| Choral Director, High School | .05 | Choral Director, Other | .03 |
| SGA without designated class period | .05 | SGA with designated class period | .03 |
| The Student Government Association Advisors (SGA) supplement is for High Schools only. | | | |

1. High School Drama, Dance, and Choral Directors shall present two (2) productions per year. Each production shall be full length, with paid admission, open to the public and not held on school time.
2. Elementary school choral and/or music directors will not have to participate in the Florida Vocal Association contests, but will have to document at least fifty (50) hours of after school student contact. The supplement will be paid at the end of the school year upon verification by his/her principal.
3. Middle School Drama, Dance and Choral directors shall meet the same requirements as the High School Directors with the exception of requiring full length productions with paid admission. The requirement for two (2) productions can be fulfilled by conducting or participating in school sponsored concerts or scheduled community events.

The following positions will no longer be supplemented. However, personnel who were receiving one of these supplements as of August 22, 1985, shall be eligible to continue receiving the supplement as long as they retain that position.

| | | | |
|--------------------|-----|----------------------------------|-----|
| Home Economics | .05 | D.C.T. | .08 |
| Speech therapist | .10 | Part-time Curriculum Coordinator | .10 |
| Guidance Personnel | .10 | Psychologist | .08 |

1. All supplements for 10-month personnel are based on a 196-day work year, those for 12-month personnel are based on a 245-day work year.
2. All personnel receiving supplements shall be required to sign a contract covering the responsibilities for supplemental pay. Job descriptions covering responsibilities are included in the contract.
3. Junior and senior sponsors should be provided with duty time commensurate with demands upon the sponsor.
4. Club sponsorship is considered a part of regular teaching duties.

Beginning with the 2006-2007 school year until June 30 2017, Speech Therapists (Speech and Language Pathologists) who hold a Certificate of Clinical Competence (CCC) from the American Speech-Language-Hearing Association will receive a supplement of \$4000.00 in addition to their

regular salary. Personnel receiving this supplement cannot also receive the supplement for Speech Therapists.

Effective July 1, 2017, Speech Therapists (Speech and Language Pathologists) who hold a Certificate of Clinical Competence (CCC) from the American Speech-Language-Hearing Association will receive a supplement of \$10,000 plus an additional \$1,000 for each year up to 3 years' service in SRC in addition to their regular salary. Personnel receiving this supplement cannot also receive the supplement for Speech Therapists.

School Psychologists who hold an Education Specialist Degree in School Psychology and/or hold the School Psychologist certification issued by the Florida Department of Education will receive a supplement of \$10,000.00 in addition to their regular salary.

The Santa Rosa County School District will reimburse Santa Rosa County District School Instructional Personnel who add the Autism Spectrum Disorder (ASD) Endorsement to their current Florida Teaching Certificate. Instructional Personnel shall receive a one-time reimbursement of \$1200.00 when the addition of the ASD Endorsement is reflected on their current Florida Teaching Certificate.

Employees selected as site wellness coordinators will receive an annual supplement of \$200.00

Employees selected as site energy management coordinator will receive an annual supplement of \$200.00

Employees selected as the B.E.S.T. Robotics sponsor for a school site will receive an annual supplement of \$800.

At schools without an assistant principal, an employee may be selected to serve as an acting assistant principal in the absence of the principal. The acting assistant principal will receive an annual supplement of \$600.00. Consideration should be given to individuals who have completed the district's PSL class.

Compensation of Santa Rosa Online Virtual adjunct teachers will be paid as follows:

- The district will pay teachers to teach virtual courses (Santa Rosa Online).
- Compensation shall be at the rate of \$140 per segment (\$70 per segment for Driver Education*) for every student who completes a segment with a passing grade, or completes a segment in its entirety but makes a failing grade.
- Teachers who do not have any students complete a segment over the course of the school year will be eligible to receive a flat rate of \$100.00. This flat rate will not be applicable if the teacher has a minimum of one completed segment over the course of the school year.

*Most virtual course segments are 12-16 weeks in length. However, because Driver Education is just six weeks in length, teachers are compensated ½ of the going rate.

With a recommendation from their immediate supervisor and the subsequent approval of the Assistant Superintendent responsible for their job site, Santa Rosa Professional Educators (SRPE) bargaining unit members may be given a supplement for a cellular phone/data plan in accordance with the existing board approved guidelines. The funding for this supplement will come from the schools' or departments' district allocated funds for both bargaining unit members and non-bargaining unit members.

HIGH ECONOMICALLY DISADVANTAGED:

1. High Economically Disadvantaged schools will be defined as those schools with a free and reduced lunch rate of 65% or greater as of October 1st of each year.

Instructional Personnel Supplement

\$600.00

DEPARTMENT HEAD SUPPLEMENT: A supplement shall be paid to all employees qualifying under the definitions and conditions stated below:

Department Head- High School and Middle School

Math, Language Arts, Science, Social Studies, Exceptional Student Education, Foreign Language, Literacy, Physical Education, Workforce and Vocational Education, Fine Arts, Media Specialist , (Not applicable to Media Specialists already included in Special Areas Departments in some schools) and ROTC

Departments Chairs with five or less department members will be paid a supplement of \$250.00. An additional 50.00 will be added to the supplement for each additional department member beyond five up to a maximum supplement will be \$800.00

Teachers may be counted as a member of no more than one department. A teacher will count in the department where the majority of their classes are assigned. If the teaching assignment is equally divided, the principal shall place the employee in a department for this process.

At middle school, a Grade Level chair may also be selected. The supplement will be paid in the same manner as for department chairs. If a Grade Level Chair also serves as a Department Chair, an additional 100.00 will be added to their Department Chair supplement.

Grade Level Chairs- Elementary

At the elementary level, Grade Level Chairs responsible for five or less grade level members will be paid a supplement of \$350.00. An additional \$50.00 will be added to the supplement for each additional grade level member over five up to a maximum supplement of \$800.00.

At the discretion of the school principal, the grade level may be divided into two groups if a single grade level has more than twelve members. Each group would have a grade level Co-Chair. These grade level Co-Chairs will be paid in the same manner as a grade level Chair, each group having at least five members.

A Special Area Chair may be named at each school to represent those employees in areas such as Physical Education, Guidance, Media, and the Arts.

An Exceptional Student Education Department Chair may also be named at each school with at least 3 members in the ESE department. The supplement will be paid in the same manner as department chairs for Middle and High school.

INSTRUCTIONAL REQUEST FOR REASSIGNMENT

72-04-08
11/12/03

FORM MUST BE GIVEN TO THE ADMINISTRATOR AT THE TEACHER'S CURRENT SITE

SCHOOL BOARD OF SANTA ROSA COUNTY

REASSIGNMENT: The movement of an employee from one work assignment to another work assignment within current work site only.

DATE: _____

I hereby request to be reassigned as follows:

FROM: _____ Assignment (Be specific – grade level, subject)

TO: _____ Assignment (Be specific – grade level, subject)

CERTIFICATION: _____

Type or Print Name

Signature

School/Department

TO BE COMPLETED AFTER REASSIGNMENT IS APPROVED

Effective Date of Reassignment _____

APPROVED:

_____, Administrator

_____, School/Dept.

Date: _____

Copies to: Personnel File
Work Site File

ASRPPENDIX H—SRPE MISCELLANEOUS SALARY SCHEDULE

I. INSTRUCTIONAL:

A. The following is a schedule of payments for detention, after school programs, summer programs and staff training.

(Expenditure of School Improvement funds must be approved by the School Advisory Council.)

1. After school and Saturday Detention \$15.00 hr.
2. K-12 after school supplemental instructional program \$20.00 hr.
(Amount may vary under certain grants and will be paid at the rate specified by the grant.)
3. Elected members of the Professional Development Council (PDC) will receive \$15.00 per hour for up to 4 hours annually. Also, the SRPE appointee to the PDC shall be paid \$15.00 per hour for up to 4 hours annually.
4. In-service Representatives will be paid a stipend of \$300.00 annually.
5. Employees will be paid \$15.00 per hour for all workshops or in-service for which pay is provided. However, if a workshop or in-service must deviate from the requirement of \$15.00 per hour due to funding constraints, a written notification including supporting documents must be provided to the SRPE office prior to the announcement of the workshop.
6. In-house district approved facilitators, who are conducting **Face to Face** training beyond their work hours, will be paid \$25.00 per hour for actual instruction time. Plus in some instances, 1/2 of the number of instruction hours may be covered for planning and follow-up as described in the Master In-Service Plan.
7. **Online** facilitator stipends will be based on the number of employees who actually complete the course. Pay shall be as follows: \$40.00/hour for 26-30 completions, \$35.00/hour for 20-25 completions, \$30.00/hour for 13-19 completions, \$25.00/hour for 5-12 completions
8. Mentors and Academic Coaches may receive a consultant stipend of \$25 per hour for prior approved mentoring and coaching that occurs beyond the contracted day, dependent on available funding.
9. Paid to employees as designated by Federal, State, or Local grants or projects in accordance with number 5 above.
10. Supplemental Summer Contract amounts are based on the salary amount earned in the academic year immediately preceding the summer term in which classes are taught. Retroactive pay will not be calculated on summer hours that are worked after the beginning of a new fiscal year (July 1st).
11. CGI Math Research Project \$750.00
12. If a credited course is determined to be needed by the Assistant Superintendent of Curriculum in agreement with the Secondary School Principal, the board will pay an instructor's hourly rate for the course. This floating period would occur during the scheduled unencumbered planning time within the 7.5 hour day. A

currently employed school based instructor would be assigned the course by the principal. This instructor would not have any other rotating duties. An email will be sent by school administration to the teacher securing permission to be assigned a "floating or 7th" class during their planning time and the hourly amount that will be paid for the increased instructional time.

B. Bonuses

At sites that are not eligible to receive Recognition dollars from the Department of Education, amounts determined by School Advisory Committees and approved by the Board will be acceptable for payment to employees.

- C. From August 11, 1987 to June 30, 2017, up to 3 years of honorable active duty military time may be used for credit for years' experience on the salary schedule and will result in up to three years of forward movement on the Regular Teacher salary Schedule, provided the teacher has successfully completed 22 years of effective service in Santa Rosa County. Military time shall not be credit more than one time. Application and proof of military service must be made by September 1 of the year credit is being granted.

Effective July 1, 2017, up to 5 years of honorable active duty military time may be used for credit for years' experience on the salary schedule and will result in up to 5 years of forward movement on the. Military time shall be credited on a year for year basis not to exceed 5 total years of improvement New Annual Contract Teachers' Salary Placement 2017-18. Application and proof of military service must be made by September 1 of the year credit is being requested and granted.

II OTHER:

- *A. Out-Reach Specialists \$ 6.42 hr.
- B. Personnel assisting with Pre-K/K screening during the summer \$10.00 hr.

All district salary schedules shall be posted on the Board website.

All current and COVID related MOUS are documented in the School Board minutes of the meeting in which they were approved.