

**The School Board of Polk
County, Florida and the Polk
Education Association, INC.
Teacher Collective
Bargaining Agreement
2010-2012**

**THE SCHOOL BOARD OF POLK COUNTY, FLORIDA and the
POLK EDUCATION ASSOCIATION, INC.**

TEACHER

COLLECTIVE

BARGAINING

AGREEMENT

2010-2012

2010-2012 TEACHER COLLECTIVE BARGAINING AGREEMENT

CONTENTS

PREAMBLE	iii
ARTICLE:	
I. Employees Represented	1
II. Negotiations Procedure	2
III. School Calendar	2
IV. Teacher Rights and Responsibilities	3
V. Association Rights and Privileges	6
VI. Teaching Conditions	8
VII. Curriculum and Instruction	14
VIII. Staffing Plan	14
IX. Paraeducators	15
X. Teacher Authority and Protection	15
XI. Academic Freedom	16
XII. Political Activity	17
XIII. General Employment Practices	17
XIV. Professional Qualifications and Assignments	18
XV. Teacher Assessment	22
XVI. Teacher Dismissal Procedure	23
XVII. Transfers and Changes in Assignment	26
XVIII. Promotions and Vacancies	29
XIX. Layoff	30
XX. Paid Leaves	31
XXI. Unpaid Leaves	34
XXII. Professional Compensation	36
XXIII. Insurance	41
XXIV. Emergency School Closing	42
XXV. School Community Professional Development	42
XXVI. Intern Placement	42
XXVII. Experimental Programs	43
XXVIII. Grievance Procedure	44
XXIX. Maintenance of Standards	47
XXX. No Strike	47
XXXI. Board's Rights	48
XXXII. Charter Schools	48
XXXIII. Contract Term	49
APPENDIX:	
A Official Grievance Form	50
B Teacher Transfer Request Form	51
C Teacher Salary Schedule	52
Psychologist Salary Schedule	53
D Supplemental Salary Schedule	55
E Adult Education Salary Schedule	60
F Pay For Polk Virtual School Teachers	61
G Ground Rules	62
H Sick Leave Buy Back and JROTC Contracts	63
I Performance Based Compensation	64
J Committee to Address Secondary Issues and Concerns	67

PREAMBLE

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

WITNESSETH:

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

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

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

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

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

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ARTICLE I - EMPLOYEES REPRESENTED

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

Classroom teachers including:

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

Special Education teachers including:

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

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

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

ARTICLE II - NEGOTIATIONS PROCEDURE

Table of Contents

- 2.1 Annual Negotiations**
- 2.2 Beginning Date for Negotiations**
- 2.3 Power and Authority of Representatives**
- 2.4 Mediation/Special Master Costs**
- 2.5 Regular Meetings During Term of Contract**
- 2.6 Amending This Contract**

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

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

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

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

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

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

ARTICLE III - SCHOOL CALENDAR

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

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

3.3 Non-student contact days for teachers shall be designated as six (6) Work Days and (4) Staff Development Days. Work Days shall be available for teachers to use as Planning (Article 6.3) except that the principal may schedule and hold a Faculty Meeting (Article 6.5-1) of not more than 90 minutes during the day. Staff Development Days may be used as described in Article 6.5 In-service/Faculty Meetings.

3.4 The Board shall include at least ten (10) early release days distributed throughout the school year. Students shall be released 60 minutes early to provide teachers sixty (60) minutes of planning time in addition to the three hundred (300) minutes per week described in sections 6.3 through 6.3-4 of the contract. The additional sixty (60) minutes of planning time for up to three (3) of these early release days may be designated for staff development. All remaining time shall be used by the employee for self-directed planning activities. This provision will be implemented for the 2010-2011 school year.

ARTICLE IV - TEACHER RIGHTS AND RESPONSIBILITIES

Table of Contents

Definitions

- 4.1 Right to Organize
- 4.2 Non Denial of Rights
- 4.3 Non Discrimination
 - 4.3-1 Teachers Not Subject to Discrimination
 - 4.3-2 Teachers Not Subject to Retaliation
- 4.4 Just Cause Discipline
 - 4.4-1 Progressive Discipline
 - 4.4-2 New Hire Probationary Period
 - 4.4-3 Right to Representation
- 4.5 Reports in Personnel File
 - 4.5-1 Limit on Use of Records
 - 4.5-2 On-going Criminal Investigation
- 4.6 District Curriculum and Textbook Committees
 - 4.6-1 School Committee (See Article 6.7-1)
- 4.7 Professional Dress
- 4.8 Classroom Decorum
- 4.9 Teacher Responsibilities
- 4.10 Use of Personal Property
- 4.11 Faculty Funds
- 4.12 Teacher Orientation
- 4.13 Polk County School Board Policies

Definitions:

Just Cause: fair and reasonable basis for action

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

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

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

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

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

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

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

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

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

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

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

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

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

4.6 District Curriculum and Textbook Committees: Recommendations of curriculum and textbooks for the district shall be made by committees appointed by the Superintendent or his/her designee.

Teachers in the appropriate grade level or subject area shall comprise at least 50% of each committee. Secondary Textbook Committees should include a Reading Specialist. Said Committees shall recommend up to three (3) books/series for each grade/subject appropriate to meet the varying instructional ability levels. The selections shall be recommended to the Superintendent for presentation to the Board for adoption.

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

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

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

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

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

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

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

4.12 Teacher Orientation: The district employee handbook, the school faculty handbook which contains all local school policies and regulations, and any handbooks specific to assigned job tasks shall be updated annually, shall not be in conflict with the contract, and shall be provided to each teacher prior to the start of classes. Said handbooks shall provide written direction to access school board information on the web.

4.13 Polk County School Board Policies: Employees shall be notified of any changes in School Board Policies and all current policies shall be posted on the District's website. An updated version of Polk County School Board Policies shall be available in the media center of each school.

ARTICLE V - ASSOCIATION RIGHTS AND PRIVILEGES

Table of Contents

- 5.1 Right to Self-Organization**
- 5.2 Payroll Deductions**
- 5.3 Association Use of Board Facilities**
- 5.4 Information Provided to Association**
- 5.5 Monthly Meeting with Superintendent**

5.6 Association Visits to Worksites

5.7 Provision of Contracts to Association and Employees

5.8 Representation on District Committees

5.9 Communication

5.10 Use of Building

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI - TEACHING CONDITIONS

Table of Contents

Definitions

6.1 Teacher Responsibility

- 6.1-1 After School Responsibilities
- 6.1-2 Grade Reporting
- 6.1-3 Required Software Availability
- 6.1-4 Engaging Substitute Teachers
- 6.2 Teacher Workday
 - 6.2-1 Traviss/Ridge Teachers
 - 6.2-2 Technical Center Special Program Teachers
 - 6.2-3 Classroom Visits
 - 6.2-4 Communication Systems
 - 6.2-5 Access to Classroom
 - 6.2-6 Variation from Regular Schedule
 - 6.2-7 Teacher Resource Specialist Trainers Hired Before July 1, 2005
 - 6.2-8 Teacher Resource Specialist Trainers Hired After July 1, 2005
- 6.3 Planning
 - 6.3-1 Elementary Teachers
 - 6.3-2 Middle School Teachers
 - 6.3-3 High School Teachers
 - 6.3-4 Traviss/Ridge Teachers
 - 6.3-5 Leaving Campus During Planning Time
 - 6.3-6 Early Release Schedule for Students
- 6.4 Non-instructional Duty
 - 6.4-1 Duty Free Lunch
 - 6.4-2 Student Supervision Before and After Regular Contact Time
- 6.5 In-service/Faculty Meetings
 - 6.5-1 Faculty Meetings
- 6.6 Safe and Healthy Working Environment
 - 6.6-1 Safety Equipment
 - 6.6-2 Heating and Air Conditioning
 - 6.6-3 Parking Areas
 - 6.6-4 Custodial Service
- 6.7 School Based Committees
 - 6.7-1 Curriculum Committee
 - 6.7-2 Safety, Maintenance and Non-Instructional Duties Committee
 - 6.7-3 Student Concerns Committee
 - 6.7-4 Committee Meeting Schedule
- 6.8 Home School Sports Events

Definitions:

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

6.1 Teacher Responsibility: The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that support personnel and volunteers shall be used to assist with and

reduce teachers' non-instructional responsibilities. The Board and the Association agree that, in order to encourage the efficient use of time and to conserve paper, paperwork required of teachers should be kept to a minimum.

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

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

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

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

6.2 Teacher Workday: The workday for all teachers shall be no more than 7-3/4 hours except when mutually agreed upon by the faculty and the principal. Teachers' time shall be spent in the following areas: 1) Planning time, 2) Instructional time, and 3) Non-instructional duty. On non-student days there shall be a one (1) hour lunch break. Teacher school improvement/accountability activity days shall not be used for district contact purposes. This does not preclude voluntary participation by teachers should district activities be scheduled on that day. On scheduled county contact days, thirty (30) minutes of travel time shall be allowed, each way, during the regular duty day if teachers are required to attend meetings at locations other than their regularly assigned schools.

6.2-1 Teachers assigned to Traviss and Ridge Technical Centers shall work a seven (7) hour day consisting of three hundred thirty (330) minutes per day of instructional contact time and three hundred (300) minutes per week of planning time. Those employees who are under a teacher contract but do not have 330 student contact minutes per day shall work the regular 7-3/4 hour day.

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

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

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

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

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

6.2-7 Teacher Resource Specialist Trainers (TRST) hired before July 1, 2005 who work a 10 or 11 month contract, for 7.75 hours daily with a 30 minute lunch inclusive, will not receive the TRST supplement (Appendix D) and will be designated as a TRST I. No TRST hired after July 1, 2005 will be eligible for the Level I designation. TRST I may elect to reclassify to the appropriate TRST II or TRST III position by notifying their supervisor in writing.

6.2-8 Teacher Resource Specialist Trainers (TRST) hired after July 1, 2005 or those hired before July 1, 2005 who elect to be reclassified, will be designated as either a Level II TRST, working 10 or 11 month contract, for 8.5 hours daily with a 30 minute lunch inclusive and receiving the TRST supplement (Appendix D), or, will be designated as a Level III TRST, working a 12 month contract, for 9 hours daily with a 1 hour lunch inclusive and receiving the TRST supplement (Appendix D) and vacation days as outlined in school board policy.

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

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

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

6.3-3 High school teachers shall have no fewer than three hundred (300) minutes per week of duty free planning time. A normal teaching load will be six (6) out of seven (7) periods. Instructional time will be arranged according to the school's approved schedule and in accordance with Southern Association of Colleges and Schools (SACS) guidelines. Teachers should not be involuntarily assigned a teaching schedule requiring more than three (3) preparations. In the event of such an assignment, the teacher may appeal the assignment. The appeal will be made to the school site curriculum committee and

representatives of the affected department. If the issue is not resolved within five (5) working days it may be referred to the PEA president and the director of employee relations for further resolution. The entire appeal process shall not exceed fifteen (15) working days.

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

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

6.3-6 The Board shall structure a schedule for students that releases all students sixty (60) minutes early to provide teachers sixty (60) minutes of planning time in addition to the three hundred (300) minutes per week described in sections 6.3 through 6.3-4. There shall be at least ten (10) of these early release days distributed throughout the school year as mutually agreed upon. The additional sixty (60) minutes of planning time for up to three (3) of these early release days may be designated for staff development. All remaining time shall be used by the employee for self-directed planning activities.

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

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

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

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

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

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

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

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

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

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

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

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

6.6-4 Provide custodial service to maintain classrooms and other learning areas in a clean and healthy condition. This determination shall be the responsibility of the principal or immediate supervisor. Bug spraying should be conducted after school hours. Teachers shall be informed at least two days in advance of such activity. (Bug spraying, painting, major maintenance projects, etc). This provision shall not apply to emergency situations.

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

6.7-1 Curriculum Committee

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

6.7-2 Safety, Maintenance and Non-Instructional Duties Committee

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

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

6.7-3 Student Concerns Committee

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

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

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

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

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

6.7-4 Committees shall meet a minimum of four (4) times per year. Minutes shall be taken and made available to all staff members. All committee meeting agendas shall support the District's Strategic Plan and each respective School's Improvement Plan (SIP). Other parties may be invited to participate in meetings as needed.

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

ARTICLE VII – CURRICULUM AND INSTRUCTION

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

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

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

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

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

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

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

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

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

ARTICLE VIII - STAFFING PLAN

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

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

ARTICLE IX - PARAEDUCATORS

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

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

9.3 A teacher who has a regularly assigned paraeducator shall direct the activities of the paraeducator within the written guidelines as described by the job description. That teacher shall be provided a copy of the duties of their assigned paraeducator as stated in the Paraeducator Collective Bargaining Agreement. Any dispute between a paraeducator and a teacher shall be resolved by the principal or assistant principal after listening to both sides.

9.4 To avoid disruption to the learning environment, paraeducators shall not be pulled from regular duties except at the discretion of the principal. Teachers shall be notified as to the reason for the disruption to their classroom and lesson plan.

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

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

ARTICLE X—TEACHER AUTHORITY AND PROTECTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI - ACADEMIC FREEDOM

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

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

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

ARTICLE XII - POLITICAL ACTIVITY

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

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

ARTICLE XIII - GENERAL EMPLOYMENT PRACTICES

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

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

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

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

13.5 Assignments for summer school or evening adult school shall be made with preference given to fully certified teachers. If all applicants are fully certified in the subject area then the choice will be based on the following: seniority, educational qualifications, efficiency, and capacity to meet the educational needs of the program. Summer school teachers shall be employed for no fewer than three (3) hours daily.

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

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

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

13.9 When leave extends beyond a period of 18 months and a teacher returns, the teacher is required to attend New Employee Orientation and the Teacher Induction Program Seminar if they were on an annual contract with the district when leave was requested. Teachers with professional services contracts or continuing contracts at the time leave was requested will be required to attend New Employee Orientation upon their return to the district.

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

ARTICLE XIV - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(As a note of explanation: A 1996 arbitration decision found that seniority carries a greater weight than *efficiency* or *capacity*, all things being equal.)

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

14.7 All teachers shall be given written notice of their tentative teaching assignment for the first semester of the following year at least two weeks prior to the end of the school year. A teacher may not be assigned into an out-of field assignment unless the teacher voluntarily signs an agreement for the same. If there is a change in the tentative teaching assignment, the teacher shall be notified as soon as possible. Teachers shall be given written notice of a change in assignment for the second semester no later than the last student contact day of the first semester, except in cases of emergency.

14.8 In order to maintain employment, instructional staff required to hold teacher certification issued by the Florida Bureau of Educator Certification or the District as a term of employment will be required to be certified, qualified and highly qualified to teach core content courses or certified and qualified to teach non-core content courses. Whenever the term "fully qualified" is used in this collective bargaining agreement, it describes the state of being certified, qualified, and/or highly qualified based upon the courses and students the teacher is assigned to teach in the master schedule.

14.8-1 Teachers new to the system who are assigned to teach core content courses will be given ninety (90) days from their date of hire to document highly qualified status as prescribed by the District Conditional Employment Agreement. Failure to provide the necessary documentation will result in termination.

14.8-2 Teachers not new to the system may not be assigned to courses which will cause the teacher not to be fully qualified unless the teacher volunteers for the assignment and the principal has pre-approval from the Director of Teacher Certification, Endorsement, and NCLB Compliance. The duration of such assignments will be limited to one semester. In order for the teacher to continue in the assignment beyond the semester, he/she must pass the appropriate Subject Area Examination and add the subject area to his/her certificate. Teachers who are assigned according to the aforementioned provision will be reimbursed for up to two test registration fees.

14.8-3 In special and unusual circumstances, the Assistant Superintendent for Human Resource Services may grant extensions to these deadlines.

14.8-4 Any teacher who accepts an assignment for which he/she is not fully qualified must sign a written notice-acknowledgement that outlines all requirements to remain in that assignment and the notice-acknowledgement shall include the possible consequences of the teacher's failure to timely meet those requirements.

14.8-5 A teacher, voluntarily assigned for one (1) year or less into an authorized out-of-field assignment will be required to earn six (6) semester hours or 120 in-service points toward certification in the out-of-field assignment during the twelve months following the date of initial assignment. Failure to do so would make the teacher ineligible to be placed in an out-of-field assignment in the future.

14.8-6 Teachers who volunteer to teach in an authorized out-of-field assignment must remain qualified as prescribed by the Agreement to Earn and/or English for Speakers of Other Languages (ESOL) Plan of Study. In special and unusual circumstances, the Assistant Superintendent for Human Resource Services may grant extensions to these deadlines. Failure to provide the necessary compliance documentation in a timely manner may result in the teacher's displacement. Annual contract teachers who fail to provide the necessary compliance documentation in a timely manner may have their employment contract non-renewed following the provisions of Florida Statute or, if they have signed a Conditional Reappointment Agreement describing specific requirements to maintain employment, could be recommended for termination for failure to comply with the terms of their specific requirements.

14.8-7 Teachers who are currently employed by the School Board and who obtain additional certification(s) will be given first consideration for placement prior to the hiring of new employees.

14.8-8 An annual contract teacher, who is assigned voluntarily into an authorized out-of-field assignment and who complies with 14.8-6 of this document, may be granted a professional service contract provided the teacher meets all other criteria set forth in FS 1012.33.

14.8-9 An annual contract teacher who is assigned into an authorized out-of-field assignment will not be placed on the displaced list nor will his/her annual contract be renewed if he/she fails to provide the necessary documentation to demonstrate compliance with his/her Agreement to Earn and/or ESOL Plan of Study.

14.8-10 The ESOL Plan of Study may be frozen and/or adjusted for a teacher in the event of a break in service, or a change in assignment which places the teacher in a category for which the certification/training requirement is less stringent. It is the teacher's responsibility to notify the ESOL office of a qualifying event in order for the action to be initiated.

14.9 A copy of all local school and district policies and regulations shall be given to each teacher new to Polk County Public Schools.

14.9-1 The Professional Education Competence (PEC) Program shall be maintained as adopted by the School Board according to Florida Statute 1012.56.

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

14.9-3 Evaluation/assessment for the beginning teacher shall be completed and records maintained in the district personnel file. The Professional Education Competence (PEC) Completion form, PEC Accomplished Practices Checklist, and Polk County Schools PEC Documentation Support Team Checklist/Timeline shall be maintained in the employee's district personnel file. The portfolio and its components are maintained by the school. The mentoring log is maintained with the school's Professional Development documentation. Upon completion of the program, the beginning teacher shall be given a copy of the PEC Annual Completion Form.

14.9-4 In the Professional Education Competence Program, service as a mentor shall be voluntary, except when documented as a part of the Academic Intervention Facilitator responsibility.

14.9-5 The mentoring teachers' qualifications and responsibilities are to be clearly enumerated. Mentoring teachers shall be expected to provide on-going support to assigned mentees over the course of the year and assist with specific requests by a mentee. Limited examples of on-going support may include assisting with identifying and following school and district policies, obtaining necessary material and equipment to complete assignments, and assisting with tracking various timelines to successfully meet required deadlines. Limited examples of specific requests may include identifying resources to assist with curriculum planning or self-diagnosed needs, or being available on contracted days to answer questions. Additionally, said mentoring teachers shall not be responsible for evaluation/assessment of any teacher.

14.9-6 Mentoring teachers must document completion of enumerated duties and professional development qualifications prior to receiving payment. The supplemental amount is listed in Appendix D.

14.9-7 Mentoring teachers may mentor up to six (6) new teachers each school year. Mentor teachers will receive a supplement for each new teacher they are assigned to mentor.

14.9-8 All first year annual contract teachers in the PEC Program will be assigned a mentor. Additional mentoring teachers may be assigned by the administration to teachers deemed to be in need of assistance.

14.9-9 All teachers receiving mentoring services shall be anonymously surveyed annually. Such survey shall be for the purpose of measuring the effectiveness of the mentoring program. No information will be gathered that would identify either the mentee or the mentor.

14.10-1 Teacher Recertification – In order to assist teachers with state recertification requirements, the district offers many professional development opportunities that are free of charge. It is the responsibility of the teacher to register and attend an adequate number of trainings in a timely manner to have sufficient inservice points for recertification.

14.10-2 Employees may access their inservice record of points and register for classes through the online District Professional Development System Scheduler.

14.11-1 All professional development must include: Planning, Delivery, Follow-Up, and Evaluation on the Faculty level (individual), School Level, and District Level according to the Florida Professional Development Evaluation Protocol, Florida Statute 1012.98.

14.11-2 The Individual Professional Growth Plan (IPGP) is directly related to specific student performance data for those areas to which the teacher is assigned.

14.11-3 According to Florida Statute 1012.98 points may only be awarded upon evidence of follow-up activity completion.

ARTICLE XV - TEACHER ASSESSMENT

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

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

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

15.2-2 Any concern/deficiency noted by an administrator should be shared with the teacher in a timely manner.

15.2-3 To promote prompt, professional conversation, there is a District form and guidelines for the school administration to use in conducting Instructional Assistance Conferences with teachers. This Conference may be used to bring focus on instructional changes desired without requiring a teacher's assessment to be marked down or the development of a formal written plan of improvement. The Instructional Assistance Conference does not replace the formal written plan of improvement required in Section 15.7 below and is not disciplinary in nature. It is intended to facilitate professional conversations.

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

15.4 The process of assessing teachers will be ongoing during the school year. Teachers will be fully informed of the criteria and procedures associated with the assessment process as outlined in the assessment handbook. All procedures and timelines, as outlined in the handbook, shall be followed. Teachers will be provided electronic access to the assessment handbook within their first 15 work days.

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

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

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

15.8 The immediate supervisor of the teacher will forward the assessment report to appropriate personnel.

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

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

15.11 All procedures as outlined in the district’s teacher assessment manual, “Quality Performance Planning, A Journey...” will apply to staff of the Polk Virtual School with the following exceptions:

15.11-1 There will NOT be a formal observation using the Quality Performance Observation Instrument (QPOI) to gather assessment data related to appropriate Essential Performance Criteria (EPC). Rather, in lieu of the observation, the teachers will provide evidence to the supervisor related to the following expectations:

- Electronic mail interchanges between teacher and student to equal no less than one correspondence per week.
- Samples of student work per term with evidence of instructor feedback.
- Periodic evaluations between teacher and students as defined and documented through timely student progress checks.
- Phone log of teacher/student interaction as applicable.

Evidence may be provided in the format of checklists, log entries, student portfolio, etc.

While all EPCs in the teacher assessment system are applicable to teachers of the Polk Virtual School, some of the specific sample indicators of performance may vary in nature from those identified in the teacher assessment system manual. The supervisor and teacher will review the sample indicators and determine their applicability to the specific role of the teacher in the “virtual school” environment.

ARTICLE XVI - TEACHER DISMISSAL PROCEDURE

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

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

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

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

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

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

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

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

16.3-2 ASSISTANCE BY ADMINISTRATOR and explanation:

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

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

- 1) The administrator shall observe the teacher in the classroom not fewer than 55 consecutive minutes or one full class period prior to the development of a planned program.
- 2) The administrator shall discuss the observation and the program for improvement with the teacher at the time it is presented to the teacher. The administrator and the teacher shall sign the report. Copies of this observation report and the plan for improvement shall also be submitted to the principal, the superintendent, and area assistant superintendent.
- 3) The administrator shall make a second classroom observation within 30 workdays after the planned program was presented to the teacher. The report of this observation, including noted improvement in the areas of weakness listed by the principal, will be discussed with the teacher. The administrator and the teacher will sign the report. Copies of this report will be submitted to the teacher, principal, area assistant superintendent, and superintendent.

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

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

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

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

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

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

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

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

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

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

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

16.4 PROFESSIONAL SERVICE CONTRACT TEACHERS

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

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

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

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

16.5 MISCELLANEOUS PROVISIONS

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

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

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

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

ARTICLE XVII - TRANSFERS AND CHANGES IN ASSIGNMENT

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

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

his/her decision to each teacher who has filed a written request. The change in assignment will be subject to approval by the District Certification/NCLB Compliance Department.

17.3 All changes in assignment should be voluntary; however, the principal may make changes in teacher assignments at his/her own discretion when he/she deems it to be in the best interest of students, faculty, and educational program of the school. Such assignment changes may only be to areas for which the teacher is fully qualified and may not cause a teacher to work out-of-field. Principals shall strive to minimize the number of core academic subject area assignments. When such changes are made the reason(s) for the assignment shall be given in writing, if requested. Providing a reason will in no way limit the principal's discretion in making such assignments. Such reassignments shall not be used as a punitive measure. Any teacher being involuntarily reassigned shall not be deprived of his/her contractual salary for the remainder of the contract year.

17.3-1 Should there be a reduction/loss in funding for a grant program, the teacher in such a grant funded position will be able to remain at the school/worksites at which he/she is assigned in a position for which he/she is fully qualified. If there are no vacant positions available, the school shall follow the procedure for "Loss of Units" in 17.6-1. This process shall retain the grant funded teacher as a part of the staff for any position for which the teacher has seniority and is fully qualified.

17.4-1 Request for Transfer: Unless the teacher and both principals agree, no transfers shall be allowed during a period spanning from 14 calendar days before the first teacher contract day until after the 20th teacher contract day. A transfer will not be considered unless the teacher is fully qualified for such vacancy. All transfers shall be initiated by the receiving principal, with copies to the releasing principal or immediate supervisor and the Human Resource Services office. The principal, when making his/her decision, shall consider each teacher requesting transfer as to his/her experience, general background and preparation, competence and commuting distance (Energy Transfer). The transfer of the teacher will be subject to Board approval.

17.4-2 Transfer During School Year: Teachers may request to be transferred when there are vacancies for which the teacher is fully qualified. Should a teacher be offered and accept a position during the school year, then the releasing principal must release the teacher from their school within twenty teacher contract days after being contacted by the receiving principal.

17.4-3 Request for Transfer Between School Years: A teacher's request for transfer from one school to another shall be made on a form readily available on the District's website and located in the teacher collective bargaining agreement Appendix B. The transfer request (i.e. voluntary, energy) will be submitted to Human Resource Services. The Human Resource Services Division will prepare a master list of all teachers seeking transfers and distribute this list with the teachers' preferences to all principals and the Association for their review and consideration. Placement on the list does not guarantee a transfer. It is the responsibility of the teacher to notify the principals where vacancies exist in order to be considered for the vacancy. The transfer will be subject to approval by the District Certification/NCLB Compliance Department.

17.5 A current list of vacant positions, including Polk Virtual School, will be maintained for all teachers to view on the District's website (www.polk-fl.net). All vacancies will be advertised for a minimum of five workdays, except for the ten (10) calendar days prior to the first work day in order to meet the mandate for fully staffed schools. The website will indicate the subject area or grade level of the vacancy, the date the vacancy will occur, and the worksite at which the vacancy exists. A vacancy shall be deemed to exist when a full-time employee is sought to fill a full-time position, after worksite reassignments have been completed, if applicable.

17.5-1 Candidates interviewed for positions will be notified in writing when the position has been filled.

17.6-1 Involuntary Transfer: The Board and the Association recognize that it may be necessary to transfer a teacher or teachers involuntarily. Such transfers will only be made for one or more of the following reasons:

- 1) Loss of units

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

17.6-2 In unusual and special circumstances the superintendent may recommend to the Board that a teacher be transferred from one position to another specific position for good and sufficient reasons. Any teacher being transferred under this section may not be placed into an out-of-field assignment or a position for which the teacher is not fully qualified and the teacher may receive written reasons for the transfer, if so requested. Such transfers shall not become effective until approved by the Board.

17.6-3 The involuntary transfer procedure will apply only to Continuing Contract (CC) teachers, Professional Service Contract (PSC) teachers, and Annual Contract (AC) teachers during the term of their contracts. When teachers are placed on the involuntary transfer list, it is their responsibility to provide the Human Resource Services Division with a current/temporary address and phone number. Continuing Contract and Professional Service Contract teachers will be guaranteed placement. Annual Contract teachers will be guaranteed placement only during the term of their contract. If there are not enough positions for placement, the provisions of Article XIX Layoff shall be followed.

17.6-4 When transfers become necessary, no new teacher will be placed to fill positions for which teachers being involuntarily transferred are fully qualified until the teachers have been offered these teaching positions.

17.6-5 Involuntary transfers that are necessary because of complying with a court order or moving teachers into a position for which they are fully qualified will be done by the Board after a recommendation by the superintendent. Any transfer (involuntary or voluntary) for the purpose of compliance with a legal mandate, or for the purpose of the racial balancing of a faculty to comply with court orders will take precedence over seniority when determining teachers to be transferred.

17.6-6 When transfers become necessary as a result of reasons 1 thru 11 in 17.6-1, the superintendent or the designee shall notify the Association of the staffing allocation changes planned for each affected school. Human Resource Services shall provide the principal of each affected school a list of the school's teachers. The list will include each teacher's seniority date and list all certifications on file for which the teacher is fully qualified. Each teacher shall be provided his/her personal information. Before involuntary transfers are made, the principal will announce the position changes planned for the school to the entire staff. Volunteers for involuntary transfer shall be requested. Within the timeline provided by Human Resource Services, the principal shall meet with departments and/or individuals to discuss the impact of the required changes. A list of potential openings shall be maintained and available electronically for the teachers to review on the District's website (www.polk-fl.net). Teachers will be provided at least 24 hours to volunteer in order to allow review. If there are more volunteers than needed to reduce the units in that school, the volunteering teacher(s) with the most seniority in the district (as defined in 19.2) shall be submitted for placement on the districtwide displaced list.

17.6-7 If there are not enough volunteers for displacement, then involuntary transfers shall be made based upon seniority as defined in 19.2. All teachers remaining at the school must be approved for their assignments by the Human Resource Services Certification/NCLB Department and shall be fully qualified, or if not fully qualified, may be considered for an authorized out-of-field assignment. A list of teachers being involuntarily transferred shall be submitted to the District and be placed on the districtwide displaced list according to their seniority and contract status.

17.6-8 When a group of teachers is involuntarily transferred as a result of reasons 1 thru 11 in **17.6-1**, the Human Resource Services Division will make available to each transferring teacher and the Association a current list of vacancies. Teachers may apply and will be considered for any position for which they are fully qualified. If these teachers are not chosen for the position for which they applied, then the Superintendent will place them in a position for which they are fully qualified.

17.7 Any Continuing Contract/Professional Service Contract teacher whose position is eliminated shall be assigned to a position for which he/she is fully qualified by the Assistant Superintendent for Human Resource Services. Refusal by the teacher to accept such assignment shall release the Board from any further obligation to that teacher.

17.7-1 Annual Contract teachers shall be notified of the principal's recommendations of employment prior to the time reappointments are due to the School Board. Any annual contract teacher not rehired may appeal this decision through the two levels of (1) Senior Director, (2) Superintendent or designee. Any annual contract teacher whose position is eliminated, who would have been recommended for reappointment by his/her immediate supervisor, if an opening existed, shall be placed on a "Permitted Re-hire" list. This list shall be distributed to all principals and persons thereon will be given first consideration for appointment to open positions for which they are fully qualified before new hires.

17.7-2 Existing information regarding non-reappointment and displacement shall be provided electronically to the Association including the CC/PSC Displacement List, the Permitted Re-hire List, and the current vacancy list.

17.7-3 Principals/immediate supervisors shall notify the Business Services Division of vacancies immediately after they occur.

17.7-4 In the event a vacancy occurs within a school from which an Annual Contract teacher has been displaced and after CC and PSC teachers in the district have been assigned and if the Annual Contract teacher is fully qualified, he/she shall be appointed to fill that vacancy unless the teacher has been placed in another position.

17.7-5 Prior to the beginning of the school year teachers in out-of-field assignments will be given first consideration for in-field vacancies as they occur. It is the responsibility of the teacher to make application for any such vacancies as listed on the District's website (www.polk-fl.net).

ARTICLE XVIII - PROMOTIONS AND VACANCIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIX - LAYOFF

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

19.1-1 Teachers holding a temporary certification will be released first, according to seniority as defined in 19.2.

19.1-2 Annual Contract teachers will then be laid off before Continuing Contract teachers and Professional Service Contract teachers. Annual Contract teachers with corrective action plans will be released according to seniority before fully qualified Annual Contract teachers. The choice among fully qualified Annual Contract teachers will be made according to seniority.

19.1-3 Continuing Contract and Professional Service Contract teachers will be laid off next and the choice among the Continuing Contract, and Professional Service Contract teachers will be made after the consideration of the following criteria: seniority, fully qualified status, educational qualification, classroom efficiency, compatibility, and capacity to meet the educational needs of the students.

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

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

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

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

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

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

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

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

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

ARTICLE XX - PAID LEAVES

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

Each member of the instructional staff employed on a full-time basis shall be entitled to four (4) days of sick leave as of the first day of employment of each contract year and shall thereafter earn one (1) day of sick leave for each month of employment, which shall be credited to the member at the end of that month and which shall not be used prior to the time it is earned and credited to the member. However, the member shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment. The maximum number of sick leave days that can be earned is twelve (12). Such leave shall be taken only when necessary because of sickness as

herein prescribed. Such sick leave shall be cumulative from year to year. There shall be no limit on the number of days of sick leave a member of the instructional staff may accrue, except that at least one-half of this cumulative leave must be established within the district granting such leave. The superintendent may require a certificate of illness from a licensed physician for any teacher claiming sick leave pay.

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

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

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

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

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

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

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

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

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

20.5-2 Five (5) days of professional summer school leave with pay may be granted to teachers attending colleges or workshops when the schedules are such that leave is necessary. The application for such leave must state the last day of registration or entry that can be made without penalty. Any leave exceeding five days must be personal leave. No summer school leave will be granted while the students

are still in attendance. Teachers may appeal this decision to the personnel division for review and possible approval by the superintendent.

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

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

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

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

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

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

20.11 Administrative Leave. The superintendent has the authority to place an employee on administrative leave if the Superintendent believes that it is in the best interests of the students, staff, or community.

20.11-1 If an administrative leave extends beyond ten (10) workdays, the employee and the Association will be notified by the Director of Employee Relations, or his designee, the reasons for the extension.

20.11-2 The employee placed on administrative leave will continue to receive full pay. All rules for active employees will continue to apply.

20.12 Military leave will be granted under the provisions of Florida Statutes 1012.66 to employees who are required to serve or volunteer to serve in the armed forces of the United States or this state. Employees on military leave shall be paid the difference between their School Board salary and their military salary if their military salary is less; however, vacation and sick leave time will not accrue for unpaid or partially paid military leave time. At the termination of service, employees must make application for re-employment within six (6) months following the date of discharge or release from active duty. The Board shall have a period not to exceed ninety (90) days to reassign the employee to duty in the school system. Such employee shall be offered his/her former position or offered a substantially similar position for which he/she is fully qualified.

ARTICLE XXI - UNPAID LEAVES

- 21.1** Unless otherwise specifically provided by law, the granting of leave shall be at the discretion of the Board. When it is granted by the Board, it shall be allowed on the basis of policies designed to protect the operation of the schools against undue interruption because of absence of personnel.
- 21.2** Leave granted on the request of a teacher shall be for particular purposes or causes which shall be set forth in a written application for leave. The Board reserves the right to determine that the leave is used for the purposes or causes set forth in the application and if not so used, the Board shall cancel such leave.
- 21.3** Leave shall be officially granted in advance and shall not be granted retroactively, provided that leave for sickness or other emergencies may be deemed to be granted in advance if prompt report is made to the proper authority.
- 21.4** Up to a year of educational leave may be granted teachers who are on a continuing contract or professional services contract. This leave is for the purpose of engaging in full-time activities as a student, which will result in his/her professional benefit or advancement. Application for such leave shall be submitted to the superintendent in a timely manner to allow the immediate supervisor to secure a qualified replacement. Upon return from such leave, the teacher shall be offered his/her former position or if it has been eliminated, a substantially similar position for which he/she is fully qualified.
- 21.5** Teachers may be granted up to one (1) year of medical leave for illness to themselves or members of their household. A statement of medical justification from a licensed physician must accompany the application for leave, and a licensed physician's statement may be required for reinstatement from leave.
- 21.5-1** Teachers who have been employed for at least 1,250 hours over the previous twelve (12) months may apply for a leave of absence under the Family and Medical Leave Act (FMLA) and the provisions of Polk County School Board's Family and Medical Leave Procedures for up to twelve (12) weeks during a school year for eligible reasons. Teachers granted this leave who are eligible and receive insurance under Article XXIII shall maintain this coverage for the duration of the leave, paid for as it was prior to initiating leave. The employee will have the option to use available paid leave days (sick, personal chargeable to sick, and/or vacation) concurrently with FMLA leave. The School Board shall require medical certification from employees returning from medical leave, and the employee will be restored to the same position held prior to the start of the leave.
- 21.6** A parental leave of absence may be granted to a teacher for the purpose of child rearing to commence at the birth of a child or the date of the adoption of a child and may continue for up to twelve (12) months.
- 21.7** Teachers returning from medical leave or parental leave within one year shall have the right to return to the same, if certified or, if that position has been eliminated substantially equivalent position provided that annual contract teachers must have been recommended, or would have been recommended, for re-employment by their principals. The teacher shall notify the principal no later than November 1 if he/she intends to return the second semester or by March 1 if he/she intends to return the first semester. Such teacher shall be assigned by the beginning of the next semester. A teacher returning from medical leave more than one year after leave commenced shall notify the superintendent by November 1 if he/she intends to return the second semester or by March 1 if he/she intends to return the first semester, and shall, by the beginning of the next semester, be assigned to the first available vacant position in the District for which he/she is qualified, provided that if more than one (1) teacher has given notice pursuant to this paragraph. The teacher who gave such notice at the earliest date shall be assigned to the position in question.
- 21.8** A teacher, upon annual application as provided in 21.4, may be granted a leave of absence without pay for the duration of the elected term(s) to serve in public office. Upon return from such leave, the teacher shall be offered a position in the district for which he/she is certified and qualified.
- 21.9** Up to a year's personal leave without pay may be granted one time only for teachers who are on continuing contract or professional services contract and have seven (7) continuous years service in the

district to include all approved leaves except leave for public office and Charter. In extenuating circumstances additional leave, not to exceed one year, may be requested of the superintendent. All requests for extended personal leave without pay must be approved by the immediate supervisor before being submitted to the superintendent. Upon return from such leave, the teacher shall be guaranteed a teaching position in the school district.

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

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

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

21.11 Charter School Leave of Absence. A teacher may apply for Charter School Leave for the school year and have it granted annually. Teachers applying for this leave are not required to be on a continuing or professional service contract and shall not be subject to the seven (7) continuous years service requirement as stated in 21.9 of this contract. The initial request for Charter Leave must be submitted to the Human Resource Services Division no later than 30 calendar days prior to the effective date of the leave. Requests for renewal of Charter School Leave must be submitted by March 15 of each year if the employee wishes to renew this leave for the next **school** year. If Charter School Leave is not requested by this date, the teacher shall be considered terminated from the district and so notified in writing.

21.11-1 Placement of teachers upon return from this leave will occur for the next opening for which they are qualified. District teachers who are currently working and those teachers covered in 21.7 shall be placed first.

21.11-2 Teachers returning from Charter School Leave who begin the first day of the contract year will be eligible for insurance at the beginning of the month following their first contract day. Teachers who return from Charter School Leave following the first contract day will be eligible for insurance following 90 days of continuous employment.

21.12 Domestic Violence Leave. An employee who has provided advance notice and who has been employed full time by the district for at least three (3) consecutive months shall be permitted to request and, upon approval, take a maximum of three (3) working days of unpaid leave from work in the school year if the employee, or, a family or household member of an employee is the victim of domestic violence.

An employee seeking leave under this section must, before receiving the leave, exhaust all annual or vacation leave, personal leave, and sick leave. Should sick leave be the only available leave remaining, the Superintendent or designee may waive this requirement if the reason for the request does not fall within the requirements for the use of sick leave.

21.12-1 The purposes of Domestic Violence Leave include:

- a. To seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;

- b. To obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
- c. To obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;
- d. To make the employee's home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or
- e. To seek legal assistance in addressing issues arising from the act of domestic violence or to attend and prepare for court related proceedings arising from the act of domestic violence.

21.12-2 Procedures and Definitions.

a. "Family or household member" is as defined in s. 741.28(3), FS. "Family or household member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

b. "Domestic violence" is as defined in s. 741.28(2), FS or s. 741.313(1)(a), FS. "Domestic violence" means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member. s. 741.28(2), FS.

"Domestic violence" means domestic violence, as defined in s. 714.28, or any crime the underlying factual basis of which has been found by a court to include an act of domestic violence. s. 741.313(1)(a), FS.

c. The employee requesting Domestic Violence Leave must notify the principal/supervisor at least two (2) school days in advance of the anticipated absence except in cases of imminent danger to the health or safety of the employee, or to the health or safety of a family or household member.

d. The Superintendent's Office must keep information relating to the employee's leave under this section confidential and exempt from disclosure pursuant to Chapter 119, FS.

ARTICLE XXII - PROFESSIONAL COMPENSATION

22.1 All full-time teachers, with the exception of JROTC instructors, school psychologists, and secondary guidance counselors (defined as guidance counselors in schools housing seventh grade or above), will be paid for 196 days according to the salary schedule as shown in Appendix C.

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

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

22.1-3 All teachers employed in the Polk Virtual School program shall observe the traditional calendar. Polk Virtual School instructional personnel shall be paid according to the salary schedule shown in Appendix F.

22.1-4 College and Career Specialists will be paid for 216 days according to the salary schedule as shown in Appendix C.

22.2 Teachers hired for the first time in Polk County will be placed on the appropriate step of the salary schedule (Appendix C) based upon verified out-of-county experience provided the out-of-county

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

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

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

22.4 In order to be compensated for advanced degrees, all requirements must be completed and officially verified by Human Resource Services. Salary adjustments will be reflected retroactively to the date that the transcript was received by Human Resource Services.

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

22.6 Teachers whose regularly assigned service is required beyond 196 days will be paid at the rate of 1/196 of their annual contracted salary for each day of service. The principal/immediate supervisor may recommend a supplemental contract for the number of days for which their services are required.

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

22.6-1 When Career Center state licensure programs require additional hours beyond the contractual workday, the administration shall meet with the affected instructors to discuss the best manner in which to meet said requirements within the confines of the contract. After meeting with the affected employees, the administration shall determine whether extended contracts or additional pay as referenced in 22.11 best addresses the scheduling needs for the following school year. The administrator shall also notify said employees at least two weeks prior to the end of the school year.

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

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

22.9 At the request of the superintendent, a high school teacher may volunteer on a semester basis to teach all the student contact time and be paid one sixth (1/6) of his/her salary for the semester. This section shall not be used to circumvent the hiring of additional full time teachers.

22.10 At the request of the superintendent, a middle school teacher may volunteer on a semester basis to teach all the student contact time and be paid one-sixth (1/6) of his/her salary for the semester. This section shall not be used to circumvent the hiring of additional full time teachers.

22.10-1 At the request of the Superintendent, elementary school teachers that teach all the student contact time on a daily basis will be paid for an additional hour at an hourly rate based upon their contractual daily rate of pay for a maximum of 180 days. Teachers will not be required to spend additional time beyond their regular day. All scheduling options must have been exhausted before an administrator will receive permission for this variance. The appeal process for this variance is defined in the Staffing Plan.

22.11 Teachers at the Area Career Centers who exceed the provisions in section 6.2-1 and 6.2-2 shall be paid at an hourly rate based upon their contractual daily rate of pay. This provision does not apply to part-time evening adult teachers.

22.11-1 Teachers in alternative education programs for “at risk” students including Bill Duncan Opportunity Center, Don Woods Opportunity Center, the Teen Parent Program, South County Center, New Horizon Learning Center, and the Florida Sheriffs Youth Villa, shall work a seven (7) hour day consisting of no more than 330 minutes per day of instructional contact time and 300 minutes per week of planning time. Teachers in such programs who have 270 minutes or less of instructional contact time per day shall be assigned to no more than seven and three-quarter hours per day.

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

- I. Such terminal pay shall be in the amount determined by the daily rate of pay of the employee at the time of termination and the number of years of service in Polk County. Calculations shall be made as follows:
 - (a) During the second and third year of service, the daily rate of pay multiplied by 35% times the number of days of accumulated sick leave;
 - (b) During the fourth, fifth and sixth years of service, the daily rate of pay multiplied by 40% times the number of days of accumulated sick leave;
 - (c) During the seventh, eighth, and ninth years of service, the daily rate of pay multiplied by 45% times the number of days of accumulated sick leave;
 - (d) During and after ten years of service with the Board, the daily rate of pay multiplied by 50% times the number of days of accumulated sick leave;

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

22.12-1 Any employee shall have the option to request delay of payment for sick leave days as terminal pay by notifying the Payroll Department in writing prior to the last scheduled workday of employment. For employees not being offered employment for the following school year, such days shall remain available for transfer as per Florida Statute 1012.61 with the employee being responsible to provide any required documentation prior to the first scheduled work day of the new school year. Terminal pay will be processed immediately if such notification is not received by the first scheduled work day of the new school year.

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

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

22.15 Salaries for teachers who were employed as of the last day of the school year and continue employment the following year shall be paid in twelve (12) equal payments over twelve (12) months. Said payment shall begin in August and be made on the last workday of each month during the school term (excluding June) and on the last weekday of each month during June, and July.

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

22.16 Evening adult school checks shall be distributed to the teachers on the next scheduled pay date following the month during which the services were performed. Summer school checks shall be distributed on the next scheduled pay date following the month in which summer school is completed. Teachers will be provided at least a two month notice before this change is implemented.

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

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

22.19 Any employee overpaid for any of the following reasons, regardless of the amount, will receive notification of the overpayment and will be given an opportunity to discuss the matter with the Human Resource Services Division prior to recovery of the overpayment:

- A. Employees who were placed incorrectly on the salary schedule.
- B. Employees who received a supplement to which they were not entitled.
- C. Employees who were inappropriately paid for teaching an extra period.

All other employees who were overpaid for some reason other than those specified in items A., B., and C., immediately preceding shall receive notice of the overpayment and the opportunity to discuss the matter with the Human Resource Services Division when such overpayment exceeds five percent of their standard gross base pay per pay period.

22.19-1 In the event of a payroll error requiring notice as specified in 22.19, the employee shall be notified in writing. The payment or recovery of payroll errors shall be limited to the sum over or under paid during the 24-month period prior to the date of notification. Employees who have been notified of a pay error more than 24 months after the error occurred will not be held liable for repaying overages to the District, nor will employees be eligible to collect underpayment amounts from the District. However, while no underpayments or overpayments will be sought on errors discovered after more than 24 months, payroll will be corrected for all future wage and/or salary payments. If the payroll error occurred more than 72 months from the date of notification, no future wage or salary adjustments will be made.

22.19-2 The repayment of underpayments shall occur as soon as reasonably possible following notification. Repayment schedules shall be reduced to writing and show the total amount owed and the dollar amount of each installment with the end date. In the event that the employee will not agree to a repayment schedule, recovery of the overpaid sums shall not exceed five percent per pay period of the standard gross base pay at the time the overpayment is calculated. In the event of a factual dispute regarding the reason for or amount of an overpayment, the sole remedy shall be a hearing before a hearing officer agreed upon by the Superintendent/designee, and the Association/employee from an established panel of three attorneys. The decision of the hearing officer shall be final and binding. The cost of the hearing shall be borne equally by each side.

22.19-3 If a dispute exists regarding an alleged overpayment that does not require the district to notify the employee, the employee may request a meeting with a representative of Human Resource Services to review their issue.

22.19-4 If an employee from whom payment is due as the result of a payroll overpayment has accrued vacation and/or sick/personal time available, some time may be applied to the amount due. For employees who accrue vacation time, this time must be applied first. After accrued vacation time is applied, sick/personal time in excess of 10 days may be applied to the amount due at their current rate of pay.

22.20 In the event an employee is paid for leave time, and/or time not worked, that is determined to be unearned, such overpayment may be withheld in full during the next pay period(s). In the event of an employee's termination for any reason, any and all sums due the School Board may be withheld in full from any sums otherwise due to the employee.

22.21 In the event an employee believes an over or underpayment has occurred, the employee must report the suspected over or underpayment to the worksite payroll secretary who will begin researching and processing as appropriate.

22.22 Should the number of annual pay periods be changed, the repayment schedule will be restructured accordingly.

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

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

22.25 Teacher Performance Based Compensation – In order to qualify for performance-based compensation, computed at the rate of five percent of individual base pay, school based instructional personnel may voluntarily apply according to the criteria detailed in Appendix I. This plan is being held in abeyance.

22.26 In the event the Florida Legislature significantly changes the expected funding level received from Florida Education Finance Program (FEFP), including all of its components and at anytime during the term of this agreement, the parties agree to discuss and review a concern raised by either party.

22.26-1 In the event there becomes a reason to expect an excess of funding, the parties agree to determine the amount of such excess and discuss enhancing current employee compensation. The parties recognize that through mutual agreement and ratification by the parties, the current agreed upon compensation could be changed.

22.26-2 In the event the District feels a need to declare "Financial Urgency" as outlined in Florida Statutes 447.4095, the parties agree to follow the process as outlined in the statute.

22.27 Both the Polk Education Association and the School Board desire to bargain step increases and additional raises for the 2010 – 2011 school year should funding be available. The District will establish the cost of step increases when projecting the budget so that the information may be considered during the adoption process. The parties agree to hold a preliminary discussion in September 2010 to assess the available funds committed by the Florida Legislature and the Federal Government to the District, the most current revenue estimates for tax levies, and the impact of any unfunded or underfunded mandates from other government agencies. The parties agree to meet and review the available funding data in detail following the release of the 3rd Calculation from Florida's Department of Education. The parties agree to jointly evaluate the available data to determine funds that could be used to adjust employee salaries. The parties will then bargain regarding any identified funds.

ARTICLE XXIII - INSURANCE

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

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

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

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

23.5 The effective date of health plan insurance for newly hired employees shall be approximately 90 days from the date of hire. For those employees beginning from the 1st through the 15th, insurance will begin on the first day of the month just prior to the completion of 90 days. For those employees starting on the 16th or after, insurance will begin on the first day of the month following 90 days of employment.

ARTICLE XXIV - EMERGENCY SCHOOL CLOSING

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

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

ARTICLE XXV -- SCHOOL COMMUNITY PROFESSIONAL DEVELOPMENT

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

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

ARTICLE XXVI - INTERN PLACEMENT

26.1 In the interest of providing optimum professional training, teachers supervising interns shall be certified in their assignments and shall be on continuing contract/professional services contract or have three (3) years successful teaching experience. Florida Statutes require teachers supervising interns to show "evidence of clinical educator training" and demonstration of "effective classroom management strategies that consistently result in improved student performance."

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

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

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

ARTICLE XXVII - EXPERIMENTAL PROGRAMS

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

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

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

27.4 Differentiated Accountability Pilot Program - To comply with Florida's Differentiated Accountability Plan the School Board and the Association agree to implement Section 27.5 through 27.5-4 to assist Oscar J. Pope Elementary School (designated as an "F" school by the FDOE) in an effort to achieve AYP and Section 27.6 to assist other schools for the 2010-2011 school year.

27.5 The School Board and the Association agree to adopt an Experimental Program for Oscar J. Pope Elementary School for the 2009-2010 school year only, excluding 27.5-4. The Program will not reduce any employee right under the contract and shall add the following additional components for assessing teacher performance, differentiated pay, and pay for performance.

27.5-1 There shall be guidelines and a form for the school administration to use in conducting Instructional Assistance Conferences with teachers. The Instructional Assistance Conference is not disciplinary in nature and does not replace the formal written plan of improvement required in Section 15.7 of this contract. This Conference may be used to bring focus on instructional changes desired without requiring a teacher's assessment to be marked down or the development of a formal written plan of improvement.

27.5-2 Beginning January 1, 2010, a series of planned activities averaging 90 minutes per week shall be developed for the remainder of the school year under the guidance of the principal and offered to all teachers outside their regular duty day. Said activities shall have a direct impact on increasing student learning. These activities shall include a mixture of staff development, group planning, and time for implementation of the work product. The time shall be held Monday through Friday within the prescribed district school calendar. To meet the needs of staff, the principal and staff may mutually agree to increase or decrease time weekly as long as the average is 90 minutes per week for the remainder of the year. Teachers shall be paid based upon their hourly rate of pay. The activities shall be voluntary.

27.5-3 All teachers who work one day more than half the year at Oscar J. Pope Elementary school and are assigned to the school on the last day of the 2009-2010 school year shall receive \$1,000

bonus payment prior to the first scheduled workday of the 2010-2011 school year if the school achieves Adequate Yearly Progress (AYP) through any one of the three FDOE prescribed methods.

27.5-4 All instructional staff must attend four (4) mandatory staff development days prior to the first contracted workday for the 2010-2011 school year and will be paid at his/her daily rate of pay.

27.6 Differentiated Accountability - Should FDOE determine a school to be a "D" or an "F" at the end of the 2009-2010 school year, and should there be non-general revenue funds available, teachers at those schools will be required to work additional days prior to the start of the 2010-2011 school year at their regular daily rate of pay. "F" rated schools shall have four (4) days added to their schedule and "D" rated schools shall have three (3) days added. Should there be insufficient funds available to finance all "D" and "F" schools, "F" schools shall have priority. The traditional pre-planning week continues as contractually outlined. These days shall be used primarily for data review, staff development, and group planning. All teachers shall receive a reminder notification of this contract change with their May paychecks explaining conditions that require returning early, the number of days and dates, and the methods by which affected teachers will be notified.

ARTICLE XXVIII - GRIEVANCE PROCEDURE

28.1 Purposes:

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

28.2 Definitions:

- A. A grievance is defined as (1) a claim by a grievant that there has been a violation, misinterpretation, misapplication, or inequitable application of the terms of this agreement; (2) a claim by a grievant that there has been a misapplication of a Board policy, rule, or regulation not covered by this agreement. A grievance concerning Board policy, rule or regulation, may only be carried through Steps I, II, and III.
- B. A grievant may be a teacher, a group of teachers, or the Association. Class action grievances shall be initiated by the Association at Step II
- C. The employer is the School Board of Polk County, Florida, or those in the role of management for The School Board of Polk County, Florida.
- D. Days mean working days excluding Saturday, Sunday, and holidays.
- E. Immediate supervisor is that individual in the role of management for the Board. Each teacher shall have only one immediate supervisor at a particular school or department.
- F. Association shall mean the employee organization and its agents certified as the exclusive bargaining agent pursuant to Florida Statutes.

28.3 Procedures:

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

- B. When grievance meetings and conferences are held during school hours, all employees whose presence is required by either party to provide information with regard to the grievance shall be excused from their regular duties without loss of pay. All meetings shall be by mutual agreement.
- C. When illness or other incapacity of the grievant or managerial representative of the Board prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the grievant or representative of the Board can be present.
- D. All documents, communications and records dealing with the processing of a grievance shall be filed separately from personnel files of the participants, and this information shall not be transmitted outside the district, except in court cases or subpoenas.
- E. In the case of a grievance in which the Association is involved, the Association and administration shall mutually agree on the date and time of all proposed grievance meetings, and the Association shall be advised in writing of the adjustments and dispositions beyond the informal procedure. In grievance cases where the Association is not involved in representing the grievant, the Association shall be advised in writing of all proposed grievance meetings, adjustments and dispositions beyond the informal procedure. The Association shall have the right to send an observer to all grievance meetings.
- F. In the event a grievance is filed on or after June 1, time limits for the informal procedure, Steps I and II shall consist of a total of seven (7) days so that the grievance may be resolved before June 30. If the grievance is continued to Step III, the Board shall consider this grievance within fifteen (15) days following the conclusion of Step II.
- G. During the informal procedure, if there are administrators present in addition to the principal and a member of his/her managerial staff, the teacher shall be entitled to have additional representatives of the Association, including staff.
- H. When the Association is made aware of a problem, it shall try to settle the problem informally with the principal. If, as a result of the discussion, a problem still exists, the Association shall, within ten (10) days, submit to the Assistant Superintendent of Human Resource Services or designee a completed copy of the grievance form. (Appendix A).
- I. At Steps I, II, III and IV, Association staff may be involved.

28.4 Resolution Procedure:

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

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

Step I: If as a result of the informal discussion with the immediate supervisor a grievance still exists, the grievant shall, within ten (10) days after the informal discussion, submit to the Assistant Superintendent of Human Resource Services, or designee, a completed copy of the grievance form (Appendix A). This time limit shall not apply in cases where the nature of the grievance is continuous, or

when the resolution agreed to at the informal level has not been or cannot be implemented. Within ten (10) days after the receipt of the written grievance, the Assistant Superintendent of Human Resource Services, or designee, shall arrange and meet with the grievant and/or the Association in an effort to resolve the grievance. The Assistant Superintendent of Human Resource Services, or designee, shall indicate his/her disposition of the grievance in writing at the appropriate place on the grievance form within five (5) days after such meeting and send copies thereof to the grievant and the Association.

Step II: If the grievant is not satisfied with the disposition of the grievance at Step I, such grievant may appeal by filing a form, as contained in the appendices to this contract, with the Superintendent or designee, within fifteen (15) days after the receipt of the decision at Step I. The Superintendent or designee, shall arrange and meet with the grievant and/or Association within ten (10) days after the receipt of the grievance in an effort to resolve the problem. At least one day prior to the meeting each party shall give to the other a list of prospective participants. The Superintendent or designee, shall indicate his/her disposition of the grievance in writing within five (5) days after the meeting and shall furnish a copy thereof to the Association, the grievant and the immediate supervisor.

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

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

MISCELLANEOUS PROVISIONS:

1. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement.
2. The Board and the grievant shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party. Both parties agree that the award of the arbitrator shall be final and binding.
3. The Board and the Association shall share equally the fees and expenses of the arbitrator when the grievance is processed by the Association. Neither the bargaining agent nor the Board shall be responsible for the cost of grievance arbitration by a member of the bargaining unit when the grievance is not processed by the Association.
4. If the Board refuses to arbitrate a grievance arising under this agreement, the arbitrator appointed according to the above grievance procedure shall proceed on an ex parte basis.
5. Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this agreement.
6. No reprisals of any kind shall be taken against any party in interest participating in the grievance procedure.

7. Notwithstanding the expiration of this agreement, any grievance arising while the agreement was in effect may be processed through the grievance procedure until resolution.
8. Any teacher for whom a grievance is sustained shall be reimbursed in accordance with the award of the arbitrator.
9. The Association reserves the right to insure the proper use of the grievance procedure for the bargaining unit. If the Association has declined to process or further process any grievance presented to it, and if any employee or group of employees desire to process it or further process their own grievance through this procedure, the bargaining agent shall be sent copies of all written communications sent by the employer or the employee(s) involved. Further, nothing herein contained shall be construed to prevent any public employees from presenting, at any time, their own grievance in person or by legal counsel to the employer and having such grievance(s) adjusted without the intervention of the bargaining agent, provided however, that the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect and provided further that the bargaining agent has been given notice and reasonable opportunity to be present at any meeting called for the resolution of such grievance.
10. Should either party request a transcript of the proceedings at Step IV, then the party shall bear the full costs of the transcript. If each party requests a transcript, the cost of the two transcripts will be divided equally between the parties.
11. Each party shall bear the full cost of its representation at all steps of the grievance procedure.
12. A teacher shall have the right to have an Association member representative present when a grievance is being discussed. In a case where no Association member representative is present to attend the informal procedure, the discussion may be postponed and the Association staff will have the right to appoint an Association member to attend the informal session.
13. The grievant may, after the informal procedure, present the grievance in writing to the Association who will provide an opportunity for a meeting with the grievant to decide the merits of the case within five (5) days after receipt of the grievance by the Association.

ARTICLE XXIX - MAINTENANCE OF STANDARDS

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

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

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

ARTICLE XXX - NO STRIKE

The Association shall not authorize, sanction, condone, engage in or acquiesce in any strike as defined in Florida Statutes 447.203 (6), 447.501 (2) (e), and 447.505. "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning or coercing a change in the terms

and conditions of employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer, the concerted failure to report for work after the expiration of collective bargaining agreement, and picketing in furtherance of a work stoppage.

ARTICLE XXXI - BOARD'S RIGHTS

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

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

ARTICLE XXXII – CHARTER SCHOOLS

A. Notification to Polk Education Association

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

B. Voting Procedures for Conversion of an Existing School

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

TEACHER ARTICLE XXXIII - CONTRACT TERM

The terms and conditions of this contract shall become effective as of January 1, 2010. Any and all grievances, which may be filed during the term of this contract, will be settled on the basis of the procedure and remedies as set forth in this Collective Bargaining Agreement.

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

This Collective Bargaining Agreement shall remain in full force and effect through June 30, 2012, unless agreement is reached before that date. The parties agree that negotiations will continue on an ongoing basis in a collaborative, interest based approach to resolve problems, with salaries negotiated as agreed upon.

This Agreement shall not be extended orally.

POLK EDUCATION ASSOCIATION, INC.

By Marianne Capozzelli
President

By Melinda Riddle
Chief Negotiator

THE SCHOOL BOARD OF POLK COUNTY, FL

By Lay Fields
School Board Chairman

By Gail F. McKezie
Superintendent

By Tase Farin
Director Employee Relations

Date Rec/vd/Association _____

No: _____

Date File/Association _____

Step: _____

Rec'vd By: _____

Filed By: _____

**APPENDIX A
OFFICIAL GRIEVANCE FORM**

Name _____

School _____

Address _____

Assignment _____

Home Phone: _____

School Phone: _____

Date of Incident _____

Relevant Article(s) _____

Of Contract - Policy

Statement of Grievance: _____

Relief Sought: _____

Signature of Grievant _____ Date _____

Disposition: _____

Signature of Supervisor _____ Date _____

Date Received _____ By _____

Date Received _____ By _____

Copies to: Grievant - Association - Supervisor

APPENDIX B - TEACHER TRANSFER REQUEST FORM

Please note:

This request must be submitted, reviewed and cleared by the Human Resource Services Certification & NCLB Department before transfer.

Request for Transfer for the school year: <small>(This request is valid for one school year only)</small>		School Year:	
Name:		SAP#:	
		SS# (Last six digits): ___ ___ - _____ _____	
Street Address:		City:	ZIP:
E-Mail Address:		Home Phone #:	
Current School:		Current Teaching Assignment (Subject/s):	
Current School Phone #:		Current Grade Level:	
Requested Teaching Assignment (Subject/s):		Grade Level/s:	
(1) School:		Position:	Est. Miles: (Optional)
(2) School:		Position:	Est. Miles: (Optional)
(3) School:		Position:	Est. Miles: (Optional)
Reason for Transfer/Change of Assignment Request (Optional):			
Contract Status: (Check One)	Continuing	Professional	Annual
Teaching Certificate:	Type:	Subjects:	Expiration:
Are you in compliance with your ESOL Plan of Study? (Circle Yes or No, or Does Not Apply) If No, where are you in the process?			Yes No Does Not Apply
Are you in compliance with your Reading Plan of Study? (Circle Yes or No, or Does Not Apply) If No, where are you in the process?			Yes No Does Not Apply
Are you a teacher in an area deemed core content for the purpose of NCLB? (Circle Yes or No) Comment:			Yes No
If Yes, are you in compliance with the Highly Qualified Requirement? (Circle Yes or No) Comment:			Yes No
Based upon your most recent teacher assessment, did you receive a notice of Satisfactory Performance? (Circle Yes or No) Comment:			Yes No
If no, are you currently working to satisfy a Professional Development Plan? (Circle Yes or No) Comment:			Yes No
Signature:			Date:

*Distribution: Human Resource Services Certification & NCLB Compliance Dept.
 Prospective Principal
 Polk Education Association*

**Human Resource Services Division
Certification and NCLB Compliance Dept.**

**APPENDIX C
TEACHER SALARY SCHEDULE (196 Days)**

For the 2009-2010 school year, employees deemed eligible, including psychologists, will advance one year of experience on the salary schedule beginning January 1, 2010. Pay will only be retroactive back to January 1, 2010 and salaries will be adjusted to pay the increased rate for only the remaining partial school year.

Years of Experience in 2009-2010	Level I	Level II	Level III A	Level III B	Level III C	Level IV
0	\$35,000	\$37,181	\$37,206	\$37,839	\$37,899	\$38,220
1, 2	\$35,657	\$37,838	\$37,863	\$38,496	\$38,556	\$38,877
3	\$36,273	\$38,454	\$38,479	\$39,112	\$39,172	\$39,493
4	\$36,722	\$38,903	\$38,928	\$39,561	\$39,621	\$39,942
5	\$37,174	\$39,355	\$39,380	\$40,013	\$40,073	\$40,394
6	\$37,627	\$39,808	\$39,833	\$40,466	\$40,526	\$40,847
7	\$38,123	\$40,304	\$40,329	\$40,962	\$41,022	\$41,343
8	\$38,727	\$40,908	\$40,933	\$41,566	\$41,626	\$41,947
9	\$39,361	\$41,542	\$41,567	\$42,200	\$42,260	\$42,581
10	\$40,024	\$42,205	\$42,230	\$42,863	\$42,923	\$43,244
11	\$40,720	\$42,901	\$42,926	\$43,559	\$43,619	\$43,940
12	\$41,448	\$43,629	\$43,654	\$44,287	\$44,347	\$44,668
13	\$42,231	\$44,412	\$44,437	\$45,070	\$45,130	\$45,451
14	\$43,048	\$45,229	\$45,254	\$45,887	\$45,947	\$46,268
15	\$43,890	\$46,071	\$46,096	\$46,729	\$46,789	\$47,110
16	\$44,751	\$46,932	\$46,957	\$47,590	\$47,650	\$47,971
17	\$45,628	\$47,809	\$47,834	\$48,467	\$48,527	\$48,848
18	\$46,521	\$48,702	\$48,727	\$49,360	\$49,420	\$49,741
19	\$47,433	\$49,614	\$49,639	\$50,272	\$50,332	\$50,653
20	\$48,363	\$50,544	\$50,569	\$51,202	\$51,262	\$51,583
21	\$49,312	\$51,493	\$51,518	\$52,151	\$52,211	\$52,532
22	\$50,618	\$52,799	\$52,824	\$53,457	\$53,517	\$53,838
23	\$53,478	\$55,659	\$55,684	\$56,317	\$56,377	\$56,698
24+	\$55,175	\$57,356	\$57,381	\$58,014	\$58,074	\$58,395

NATIONAL BOARD CERTIFICATION

Teachers with National Board Certification will be guaranteed a supplement from the State. If the State funding of this supplement falls below \$1,000.00 the Board will make up the difference up to a \$1,000.00 maximum. If the State funding is unexpectedly withdrawn or withheld, the parties agree to reopen discussion on this issue.

TEACHER OF THE YEAR

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

ADVANCED DEGREES

Level II (All Master's Degrees): Adds \$2,181 to a Level I Bachelor's Degree.

Level III (Specialist Degrees):

- A. Master's Degree (in Administration) + Specialist/IA/I (in Administration) – Adds \$2,206 to a Level I Bachelor's Degree.
- B. Master's Degree (in field of certification) + Specialist/IA/I (in Administration) – Adds \$2,839 to a Level I Bachelor's Degree.
- C. Master's Degree (in field of certification) + Specialist/IA/I (in field of certification) – Adds \$2,899 to a Level I Bachelor's Degree.

Level IV (All Doctorate Degrees): Adds \$3,220 to a Level I Bachelor's Degree.

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

PSYCHOLOGIST SALARY SCHEDULE (216-day Work Schedule)

Years of Experience 0 is based on Years of Experience 11, Teacher Salary Schedule

Years of Experience as Psychologist in 2009-2010	Level II (MA plus Intern or Previous Experience)
0	\$47,279
1, 2	\$48,081
3	\$48,944
4	\$49,844
5	\$50,772
6	\$51,721
7	\$52,687
8	\$53,672
9	\$54,677
10	\$55,702
11	\$56,747
12	\$58,187
13	\$61,338
14+	\$63,209

SPEECH/LANGUAGE PATHOLOGIST SUPPLEMENT

Bachelor of Arts (grandfathered)	\$1,045
Master of Arts	262
Master of Arts w/Certificate of Clinical Competency	5,227

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

APPENDIX D

2009-2010 SUPPLEMENTAL SALARY SCHEDULE

Any school using someone other than a teacher to fill any position listed in this Appendix, shall receive only an amount equal to the listed supplements in the Teacher Collective Bargaining Agreement. If additional funding is needed to comply with the federal wage and hour guidelines, the amount will be paid from the school's internal accounts.

All supplements are payment for duties performed beyond the regular workday, except in the case of In-School Suspension Monitors and longevity. In-school suspension teacher/monitor \$1,766.

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

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

Any athletic activity that does not meet the required number of games/matches or participants the supplement will be adjusted by the District Senior Coordinator of Athletics, Physical Education, and Driver Education.

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

Academic Intervention Facilitators and other teachers assigned by the principal/supervisor as the designated mentor for new hires will be paid a supplement of \$362 per assigned teacher. (Note: Additional teachers mentoring teachers deemed to be in need of assistance will be paid at the Adult School rate (see Appendix E) for the number of hours agreed upon by the principal and the mentoring teacher.)

The only exceptions to this mentoring process will be to fund a specific mentor teacher who will be assigned by the principal/supervisor (other than the Academic Intervention Facilitator) for the following "new teachers:"

- Network Managers
- Guidance Counselors
- Social Workers
- School Psychologists
- Teachers assigned to Countywide ESE Schools and ESE Centers
- Speech Language Pathologists
- Physical/Occupational Therapists
- Teachers of Gifted
- Media Specialists
- Prevention and Clinic Nurses
- Teachers as designated by the principal/supervisor when the number of "new teachers" at a school/site exceeds six (6) or any program that does not have an Academic Intervention Facilitator.

ATHLETIC COACHING SUPPLEMENTS

Supplement

Athletic Director (All Class)	\$4,100
Business Manager	1,766

HEAD COACHES

Head Football (85/15 Payment)	3,974
Head Basketball (Boys/Girls)	2,055
Head Baseball	2,426
Head Softball	2,426
Head Track (Boys/Girls)	2,055
Head Volleyball	2,055
Head Soccer (Boys/Girls)	2,055
Head Wrestling	2,055
Head Swimming (Boys/Girls)	1,573
Head Competitive Cheerleading (Effective 7/1/2010)	750
Head Spirit Cheerleading - Fall	1,279
Head Spirit Cheerleading - Winter	1,279
Head Golf (Boys/Girls)	1,279
Head Tennis (Boys/Girls)	1,279
Head Cross Country (Boys/Girls)	1,279
Head Weightlifting	1,279

ASSISTANT HEAD COACHES

Head Assistant Football 85/15 (One per school)	2,563
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ASSISTANT COACHES

Assistant Football (85/15 Payment)	2,187
Assistant Basketball (Boys/Girls)	1,649
Assistant Track (Boys/Girls)	1,360
Assistant Baseball	1,360
Assistant Softball	1,360
Assistant Volleyball	1,360
Assistant Wrestling	1,259
Assistant Spirit Cheerleading - Fall/Winter	726
Assistant Soccer (Boys/Girls)	1,045

JUNIOR VARSITY COACHES

J.V. Basketball (Boys/Girls)	1,045
J.V. Baseball	1,045
J.V. Softball	1,045
J.V. Soccer (Boys/Girls)	1,045
J.V. Spirit Cheerleading - Fall/Winter	726
J.V. Volleyball	1,045
J.V. Wrestling	1,045

OTHER ATHLETIC SUPPLEMENTS

First Responder/Certified Trainer	1,385
Weight Training	1,492
Intramurals (No Sports)	969
Business Manager	1,766

Gym Coordinator
Bowling

584
1,279

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

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

(3) All fall varsity head coaches, authorized assistant coaches, band directors and authorized associate/assistant band directors reporting for duty or the first authorized practice shall receive \$51.00 per day provided students are in attendance, for pre-school duty to be included with their supplement payment. This is defined as being before the first day of pre-planning as established in the school calendar.

(4) Orchestra Director - Directors of both Middle and Senior high school programs to receive senior high supplement plus \$218 for middle school because of the two being concurrent. Director of two high school programs to receive current high school supplement plus \$442.

(5) Choral Director - Choral directors serving both Middle and Senior High Schools and completing the responsibilities for performance-oriented activities should receive the senior high supplement plus \$218 since they are concurrent. Choral directors serving two high school programs should receive the high school supplement plus \$442.

(6) Effective 7/1/2010, Competitive Cheerleading Head Coach - Competitive Cheerleading Head Coaches must compete in a minimum of two (2) competitions in addition to the FHSAA state series events.

SENIOR HIGH SCHOOL SUPPLEMENTS

Deans	1,766
(4) Band Directors - Marching	2,609
Band Directors - Concert	1,375
Band Directors-Non-Marching McKeel Acad./Harrison	2,055
Associate Band Director - Marching	1,360
Associate Band Director - Concert	680
Assistant Band Directors - Marching	1,228
Assistant Band Directors - Concert	614
(4) Orchestra Director	2,319
Girls Drill Team Sponsor (3) Fall	589
Girls Drill Team Sponsor (3) Winter	589
Yearbook Sponsor	589
Newspaper Sponsor	401
Drama Director (One act play, requires playbill 1 per year)	401
Drama Director (Main stage production or full musical production requires playbill, one per year)	1,127
Class Coordinator (11-12 grade)	401
(5) Choral Directors	1,507

Student Council Sponsors	771
Academic "A" Team Coach (1 per school)	1,523
J. V. Academic "A" Team Coach (1 per school)	1,015
National Honor Society	1,015
Community Service Coordinator	573
Chairpersons - Grade 9 thru 12 and Vocational Schools (includes 4 full time units including Chairperson Subjects Math, Science, Social Studies, Guidance Counselors, English, Business, and ESE)	1,015

OTHER SENIOR HIGH SCHOOL SUPPLEMENTS

District Wide Student Council Sponsor	771
Regional Science & Engineering Fair Coordinator (B.S. Degree - Maximum of 120 hours)	2,081
Regional Science & Engineering Fair Assistant Coordinator (Maximum of 50 hours)	863
Regional Science & Engineering Fair Assistant Coordinator (Maximum of 40 hours)	690
School Coordinator for District Science Fair	508
Head Teacher (away from campus - Alt. Ed, Etc.)	655
Scholastic Chess Team Coach	508
School Wide Shows	155
ESE Learning Center Special Olympics Coach	

	Fall	Spring
Participants 1-10	\$112	\$112
11-20	162	162
21 or more	213	213

Peer Teachers	863
Televised Instruction Facilitator	863
Federal and District Wide Specialist (Teacher Resource Specialist Trainer/TRST)	766
Safe & Drug Free Schools Contact Person	264
Science Labs	508

MIDDLE SCHOOL SUPPLEMENTS

Middle School Team Leader	761
Band Director (thru Grade 8)	1,548
(5) Choral Directors	807
(4) Orchestra Directors	969
Yearbook Sponsor	401
Academic "E" Team Coach (1 supplement per grade/per School for grades 6 thru 8)	761
Middle School Honor Society (Grades 6 - 8)	761
Drama (One act play, requires playbill, one per year)	173
Drama (Main stage production or full musical production, requires playbill)	573
Math Count (Grades 6, 7 or 8)	761
Middle School Intramural Coordinator	969
School Coordinator for District Science Fair	508
Scholastic Chess Team Coach	508
School Wide Shows	155

ELEMENTARY SCHOOL SUPPLEMENTS

Elementary Grade Level Chairperson - Grades PreK - 5 (grade 6 if Elementary) in elementary schools with 4 or more	761
--	-----

full time units including chairperson), include ESE, (Support Personnel)	
Academic "E" Team Coach (1 supplement per grade/per school for grades 5 and 6 if Elementary)	761
School Coordinator for District Science Fair	508
Scholastic Chess Team Coach	508
School Wide Shows	155

HARRISON SCHOOL OF THE ARTS

Theatre - Producer/Coordinator	2,258
Theatre - Acting Coach	2,258
Theatre - Technical Theatre Coach	2,258
Faculty Chairperson	376
Musical Theatre Teacher, Fall	401
Musical Theatre Teacher, Spring	401
Dance Coach (2)	2,258
Chamber Music Coordinator/Staff Accompanist	1,182
Art Gallery Coordinator	1,182

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

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

Band Director	1,548
Choral Director	969
Strings/Orchestra Director	969
Dance Instructors Coach (2)	807
Staff Accompanist/Music Coordinator	807
Theatre Coach - Acting (Main stage production of full musical production, one per year, requires playbill)	807
Theatre Coach - Technical (Main stage production of full musical production, one per year, requires playbill)	807
Theatre Coach (2) One time, one act play, requires playbill	173

VOCATIONAL TEACHER SUPPLEMENTS

Land Laboratory and FFA	3,141
Family & Consumer Sciences (FCCLA)	1,177
Vocational Club (CECF, DECA, FBLA, FFEA, HOSA, TSA, VICA (Vocational Industrial Clubs of America/SkillsUSA))	1,177
National Vocational-Technical Honor Society/ National Adult Education Honor Society	1,015

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

APPENDIX E

2009-2010

**EXTENDED LEARNING/SUMMER SCHOOL/
ADULT EDUCATION/PART TIME CAREER EDUCATION**

TEACHER SALARY SCHEDULE

Degree	Hourly Rate
Doctorate/Specialist	\$21.00
Master's	19.42
Bachelor's	18.09

APPENDIX F

PAY FOR POLK VIRTUAL SCHOOL TEACHERS

2009-2010

Pay per Semester (1/2 credit)

- Bachelor's degree: \$18.09 per hour for 7 hours for each student.
- Master's degree: \$19.42 per hour for 7 hours for each student.
- Specialist/Doctorate degree: \$21.00 per hour for 7 hours for each student.

For example, a teacher with a Bachelor's degree with twenty students would earn \$2,533 for the semester: ($\$18.09 \times 20 \text{ students} \times 7 \text{ hours} = \$2,533$)

Student Withdrawal

Teachers would be paid \$75.00 if a student withdraws from the class. Withdrawal should take place within the first three weeks of the class. Withdrawal after that time may occur only with permission of the Polk Virtual School Director, however, teachers will be paid the full amount outlined above.

APPENDIX G - GROUND RULES

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

APPENDIX H

SICK LEAVE BUY BACK

Any teacher with thirty (30) or more sick leave days accrued at the end of the 2009-2010 school year and who notifies the District in writing by May 1, 2010 on the appropriate form may cash in any or all sick days over a minimum accrual of four (4) days earned but not used during the 2010-2011 school year. For example, a teacher who is eligible and has a balance of ten (10) sick days at the end of the 2010-2011 school year may choose to cash in one or more of the six (6) days over the four (4) day minimum accrual. Payment will be made at the beginning of the 2011-2012 school year and will be calculated on a daily rate pursuant to section 22.12 of this collective bargaining agreement. This provision is for the 2010-2011 school year only.

JROTC ACQUIRING PROFESSIONAL SERVICE CONTRACT

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

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

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

Renewal

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

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

APPENDIX I
PERFORMANCE BASED COMPENSATION
POLK COUNTY SCHOOL DISTRICT

Note: This is being held in abeyance.

Minimum Eligibility Requirements

1. Professional Services Contract or Continuing Contract
2. In third year at current school unless transferred for the third year due to a significant reduction (10%+) in staffing or student enrollment, or, the employee is involuntarily transferred.
3. Valid Florida Professional certificate in the field in which you are teaching
4. Demonstrate proficient/exemplary rating on previous year summary assessment appraisal.
5. Required attendance at three-hour workshop on Application process, Action Research and Portfolio requirements.
6. Demonstrate proficient/exemplary rating on current year summary assessment appraisal.

Once minimum eligibility requirements are met, teachers will be required to prepare a portfolio that documents the minimum eligibility requirements and the following items. Each item is worth a given amount of points.

Area of performance	Number of points	% of total	Documentation
Student Achievement	Maximum of 220	33%	Action Research Portfolio
Instructional Appraisal System	Maximum of 65	10%	Copy of 2004-2005 final evaluation (QPSA)
Professional Development	Maximum of 170	25%	<ul style="list-style-type: none"> ▪ Proof of ESOL endorsement ▪ Copy of diploma or other proof of advanced degree ▪ National Board certificate ▪ Copy of inservice record
Awards and Recognition	Maximum of 50	7%	Proof of Teacher of the Year and/or school board approved grant proposal and receipt
Instructional Leadership	Maximum of 50	7%	Workshop verification sheet signed for each workshop presented within past three years
School Improvement Leadership	Maximum of 30	5%	Signed statement by principal
Family Involvement	Maximum of 50	7%	Paragraph signed by principal
Staff Attendance	Maximum of 35	5%	Signed by principal
TOTAL POINTS	Maximum of 670		

Performance Based Compensation will be distributed to individual instructional staff based upon the amount of dollars allocated for this purpose in descending order from the highest score (amount of points) to the extent that money is budgeted which will be limited to \$150,000.

Student Achievement (220 points)

Student achievement will be documented through an action research project. The guidelines and rubric for the action research project will be presented at the mandatory Performance Based Compensation workshop. Through this action research project, instructional staff will provide evidence of student learning gains by implementing research based strategies in the classroom and analyzing data to show success of the strategies. Templates will be given to all applicants and must be used in the presentation of the project at the close of the school year.

Instructional Appraisal System (maximum of 65 points)

Teachers who are on process two of the Polk County Assessment System will receive points for each of the Essential Performance Criteria – five points for each exemplary rating and three points for each proficient rating. These points will be based on the rating at the close of the 2004-2005 school year.

Teachers who are on Process Three of the Polk County Assessment System will receive the following possible points: Summary Goal Assessment-Exemplary 25 points, Proficient-10 points; Overall Performance Rating on Teacher EPCs 1-12-Exemplary 20 points, Proficient 10 points; Evidence of Student Achievement-Exemplary 20 points, Proficient 10 points.

Guidance Counselors who are on Process II of the Polk County Assessment System will receive the following possible points: For each Essential Performance Criteria-Exemplary 9.28 points, At Expectation 4.64 points.

Media Specialists who are on Process II of the Polk County Assessment System will receive the following possible points: For each Essential Performance Criteria- Exemplary 10.8 points, At Expectation 5.4 points

Guidance Counselors and Media Specialists who are on Process III of the Polk County Assessment System will receive the following possible points-Goal Assessment-Exceeded 30 points, Met-15 points; Overall Performance Rating on Position EPCs-Exemplary 35 points, At Expectation 15 points.

Other instructional staff will need to be assessed using Process II or Process II of the teacher assessment form in order to be eligible for Pay for Performance.

Professional Development (maximum of 170 points)

Applicants will receive a possible ten points for each of the following: (five points will be received for the degree and/or National Board Certification and an additional five points if the degree and/or National Board Certification is in the area of teaching assignment)

- ___ Completion of all required ESOL courses (Category 1, 2 or 3)
- ___ Master’s Degree*
- ___ National Board Certification
- ___ Specialist Degree*
- ___ Doctoral Degree*

Other Professional Development:

___ Applicants will receive points equal to the number of in-service points and/or received credit for completed college course work from an accredited institution of higher learning where 1 semester hour is equal to 20 points and is earned within the past two years – maximum of 120.

*Degree earned must be from an Accredited Institution of Higher Learning.

Awards and Recognition (maximum of 50 points)

Applicants will receive ten points for each of the following:

- ___ Teacher of the Year: School-Within the past three years
- ___ Teacher of the Year: District
- ___ Teacher of the Year: Regional
- ___ Teacher of the Year: State
- ___ Grant Recipient (Writing of a grant with school board approval, grant must be previous year or current year)

Instructional Leadership (maximum of 50 points)

Applicants will receive 10 points for each workshop less than 6 hours and 20 points for each workshop 6 hours or more he/she presented in the past three years. Verification of these workshops must be documented via signature of the workshop supervisor for each workshop listed.

School Improvement Leadership (maximum of 30 points)

(Works as a team member to promote and achieve school improvement goals and engages in continuous quality improvement of students and school)

Applicants will receive 10 points for each of the following:

- ___ School Advisory Council membership and attendance (must be in attendance at least 80% of the time)
- ___ Peer Teacher within last three years
- ___ School based committee member

Family Involvement (maximum of 50 points)

If the applicant chooses to do so, he/she will receive a possible of 50 points for writing a paragraph (50 words or less) about how he/she intentionally invites family and community involvement as an integral part of classroom/school practices. A rubric will be used to score the paragraph.

Staff Attendance (maximum of 35 points)

- ___ Applicant may not be absent for more than two regularly scheduled contract days. Days missed must be sick and/or personal days. (20 points)
- ___ BONUS: Applicant in attendance 100% of the school year (15 points)

APPENDIX J

COMMITTEE TO ADDRESS SECONDARY ISSUES AND CONCERNS

The reduction in the State's per pupil funding has caused the District to require secondary teachers to be assigned to regularly teach six out of seven periods in high schools and seven out of eight periods in middle schools. This change in schedules created an additional work load for secondary teachers. The change in the schedule along with implementation of other additional requirements in the secondary schools has caused some concerns and issues to be raised both by teachers and District administrators. The School Board and the Association desire to improve the work life of teachers. We have an express commitment to address these issues and agree to identify and implement practical and workable solutions through the following process:

- Establish an ad hoc subcommittee consisting of sixteen people representative across both the high school and middle school spectrum. Eight members will be appointed by the PEA President and eight will be appointed by the Superintendent. This step will be completed by March 1st. The subcommittee shall be tasked with using data to bring focus for identifying and quantifying the concerns and issues of secondary teachers created by teaching the additional period and the implementation of other additional requirements. Committee members should seek practical and workable solutions which provide a better work life for teachers and better serve students.
- The District and the Association agree to jointly hold at least two "town hall" style meetings to solicit input from secondary teachers by March 1, 2010. This initial information will be shared with the subcommittee members and the subcommittee will then develop a plan to collect additional data through surveys, direct solicitations from constituents, and/or requesting additional "town hall" style meetings be held.
- The subcommittee will hold at least two meetings by April 15, 2010 to determine its scope of work and create a timeline for completion to be shared with the bargaining teams. The subcommittee should plan to complete its work no later than August 1, 2010.
- As issues and concerns are identified, the subcommittee will look for flexibility within various requirements and seek alternative ways of meeting the needs of students that will create a change to alleviate the issue or concern. As practical and workable solutions are identified, they will be submitted jointly to the Superintendent and the PEA President for review and determination as to the appropriate subsequent action. One such action could be submission to the bargaining teams as the basis to reach further tentative agreements. If no solution is identified or agreed upon by the subcommittee, the issue or concern will also be forwarded to the Superintendent and the PEA President for further discussion. The Superintendent and the President will meet prior to the start of the 2010-2011 school year to review the work of the subcommittee and determine whether additional work remains to be completed.

The Board and the Association both desire to continue improving the culture of cooperation at both the District level and the school level. Both the Board and the Association are committed that any problems or concerns will be identified and that workable solutions that improve the work life of teachers will be identified and implemented.

MEMORANDUM OF UNDERSTANDING

Whereas the Polk County School District has entered into Tentative Agreements (Teacher Articles VI, XXII, and III, and Appendices C, J, and H, Paraeducator Appendix D, and ESP Appendix B) with the Polk Education Association which:

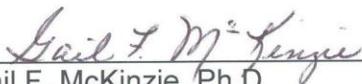
- Authorize a Step Increase for all employees beginning January 1, 2010 and add \$500 at each top step of the Teacher, Paraeducator, and ESP salary schedules;
- Agree to cost step increases as a part of the budget adoption process and jointly review the provided funding at appropriate times;
- Authorize a significant increase for elementary teachers assigned to full student contact based upon their daily rate of pay and return secondary teachers to their original rate of pay;
- Agree to address the issues identified by secondary teachers through "town hall" style meetings and surveys which were caused by the change in teaching schedule;
- Reinstigate the \$1000 supplement for National Board Certified teachers who do not otherwise receive money from the State;
- Reinstiate the "Sick Leave Buy Back" in Appendix H for the 2010-2011 school year;
- Agree to establish ten one hour early release days for students beginning in the 2010-2011 school year with seven of the days to be used for teacher self-directed planning activities and three of the days may be designated for staff development; and,

Whereas the above offers are contingent upon the withdrawal of grievance #238 which sought to recover money for High School teachers who were assigned to teach a sixth period between August 8, 2008 and February 10, 2009, the parties agree as follows:

- This signed Memorandum of Understanding only becomes effective when the Superintendent of the Polk County Public Schools and the President of the Polk Education Association agree that all issues in bargaining have been resolved through signed Tentative Agreements for the 2009-2010 school year and those Tentative Agreements, along with this informational item, have been submitted to their respective constituencies for ratification.
- If both parties ratify the signed tentative agreements resolving the contract negotiations for the 2009-2010 school year, the Polk Education Association agrees to withdraw with prejudice Grievance #238 regarding High School

teachers being assigned to teach a 6th period class from August 2008 into February 2009 and all related legal actions. This withdrawal will not prohibit the filing of a grievance on any current or future alleged new violation of the collective bargaining agreement.

- If either party fails to ratify the signed tentative agreements, the Polk Education Association and the School Board of Polk County remain free to pursue any and all paths to a resolution of Grievance #238 regarding High School teachers being assigned to teach a 6th period class from August 2008 into February 2009 and any related legal actions. It is also understood that all previous Tentative Agreements would be subject to renegotiation and could be withdrawn as per Florida Statute Chapter 447.
- It is understood by both parties that pursuit of a resolution for all related issues shall continue throughout the ratification process.
- This resolution shall not be used as a precedent for either party in any current or future grievance.



Gail F. McKinzie, Ph.D.
Superintendent
Polk County Public Schools



Marianne Capozziello
President
Polk Education Association, Inc.

2/23/10
Date

2/23/10
Date

**This Contract is negotiated on your behalf
by the Polk Education Association**

POLK EDUCATION ASSOCIATION MEMBERSHIP/PAYROLL DEDUCTION CARD

I authorize my employer, The Polk County School Board of Polk County Florida, to deduct the amount indicated and remit same as instructed by the Association. I understand that the deduction amount may change and consent to such change without the necessity of additional authorization. This authorization may be revoked with a thirty (30) day written notice to the Polk Education Association.

PLEASE PRINT

Name: _____ Soc. Sec. No. _____ - _____ - _____
(last) (first) (mi)

Address: _____ City: _____ Zip: _____

Home ph.: (____) _____ Home e-mail address: _____

Worksite: _____ Para ____ Teacher _____ Secretary/ESP _____

Monthly Deduction Amount: _____ \$48.43 Teacher _____ \$24.47 Secretary/ESP

Method of Payment: _____ Payroll Deduction _____ Cash _____ D.O.B.: ____/____/____

Signature of Employee: _____ Date: _____

Local Association Representative: _____
AFT Local Number: 7454 NEA Local Number: Teachers (530), Paras (531), Secretaries (532)

Mail by courier to: PEA, Route E

POLK EDUCATION ASSOCIATION MEMBERSHIP/PAYROLL DEDUCTION CARD

I authorize my employer, The Polk County School Board of Polk County Florida, to deduct the amount indicated and remit same as instructed by the Association. I understand that the deduction amount may change and consent to such change without the necessity of additional authorization. This authorization may be revoked with a thirty (30) day written notice to the Polk Education Association.

PLEASE PRINT

Name: _____ Soc. Sec. No. _____ - _____ - _____
(last) (first) (mi)

Address: _____ City: _____ Zip: _____

Home ph.: (____) _____ Home e-mail address: _____

Worksite: _____ Para ____ Teacher _____ Secretary/ESP _____

Monthly Deduction Amount: _____ \$48.43 Teacher _____ \$24.47 Secretary/ESP

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