

CONTRACT

BETWEEN

THE SCHOOL BOARD OF FLAGLER COUNTY

AND

**FLAGLER COUNTY EDUCATORS' ASSOCIATION
(FCEA)**

**July 1, 2022 – June 30, 2025
Board Adopted – September 19, 2023**

Effective July 1, 2023

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PREAMBLE

THIS AGREEMENT, entered into this 22nd day of February 2023, by and between the School Board of Flagler County, Florida, hereinafter called the Board, and the Flagler County Educators Association (FCEA), an affiliate of the Florida Education Association and the National Education Association, American Federation of Teachers, AFLCIO, hereinafter called the Association, constitutes the entire agreement between the parties.

The Board and the Association acknowledge that, during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to salaries, hours, terms, and conditions of employment, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The Board and the Association for the life of this Agreement agree that the other party shall not be obligated to bargain collectively with respect to any subject or matter covered by this Agreement, except as provided herein or by mutual consent.

However, in the event of emergency conditions where major interruptions have occurred or can be reasonably anticipated in the normal operations of the school system, the Association agrees that the Board may take emergency corrective action. The Board agrees to immediately notify the Association of such actions and, if required, negotiate the impact of such emergency actions with the Association.

ARTICLE I (1): RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative for the following unit of employees as included in the certification instrument, Case No. 8H-RA-754-1070, Certificate No. 53, issued by the Florida Public Employees Relations Commission on the 29th day of May 1975.

Included in Unit:

All full-time certified instructional employees of the district.

Excluded from Unit:

Superintendent, Assistant Superintendent, Principals, Assistant Principals, Finance Officer, Coordinators, Curriculum Coordinator, and all non-instructional, non-certified employees.

- B. The term “instructional staff” when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining unit.
- C. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of State or Federal legislation, said provision shall be automatically deleted but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision. Both parties shall be notified if any provisions are deleted by law.
- D. This Agreement shall, subject to compliance with the Administrative Procedures Act, Chapter 120, Florida Statutes, and other applicable laws, supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement and shall be incorporated into and be considered part of the established policy of the Board.
- E. The parties expressly agree that this Agreement shall be subject to all laws, state, local and federal, to all court orders and to monies being lawfully available for the purpose contemplated herein and that whenever any provisions herein shall be inconsistent or in derogation of such laws or orders, such provisions shall be null and void and of no force or effect.
- F. This Agreement titled, “Agreement Between the Flagler County Educators’ Association and the School Board of Flagler County” shall be updated, rejecting all language changes and modifications to the salary schedule, through a joint effort between the Association and the District within thirty (30) days after the Agreement is signed and ratified and shall be presented to all instructional staff now employed and hereafter employed via the Flagler County School website.
- G. The Board and the Association specifically agree that at the termination of this Agreement, either party may renegotiate any provision of this Agreement.

- H. The parties expressly agree that this Agreement shall be subject to all laws, state, local and federal, to all court orders and to monies being lawfully available for the purpose contemplated herein and that whenever any provisions herein shall be inconsistent or in derogation of such laws or orders, such provisions shall be null and void and of no force or effect.

- I. These parties further agree that nothing contained in this Agreement contrary to such laws, orders or availability of monies shall have any force or effect.

ARTICLE II (2): LENGTH OF CONTRACT

- A. This Agreement shall be effective as of July 1, 2022 and continue in effect until June 30th, 2025, except that the parties agree to reopen the subjects of compensation, supplements, insurance and no more than two articles of each party's choice, unless by mutual agreement the parties agree to open additional articles. Such discussions shall begin no later than April 15th of each year.

The parties agree that this Agreement shall supersede all previous commitments between the Board and the Association and shall remain in full force and effect except as herein amended.

ARTICLE III (3): ASSOCIATION AND INSTRUCTIONAL STAFF RIGHTS

As of July 1, 2023, any provision contained within this Article, relating to dues deductions shall no longer be enforced or in effect, pursuant to Florida law. The Association and Board agree that if any changes are made to Florida law that permit the deduction of dues, both parties will reimplement the language contained herein within 30 days.

- A. The Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in negotiations and other Association activities. As a duly elected body exercising governmental power under color of law of the State of Florida, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any instructional staff in the enjoyment of any rights conferred by this Agreement; that it will not discriminate against any instructional staff with respect to wages, hours, or terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association, or collective professional negotiations with the Board, or this institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict any instructional staff rights he/she may have under the Florida School Laws or other applicable laws and regulations. The rights granted to instructional staff hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its representatives shall have the right to use school facilities and equipment for Association business and meetings.
- D. The Association shall have the right to post notices of activities and matters of Association concern on appropriate and specifically assigned bulletin boards, at least one of which shall be provided in each school building, in the instructional staff work/mailroom. The Association shall have the right to send and receive emails concerning Association business during non-instructional time or in case of an emergency. The Association shall have the right to mark Association member mailboxes and place materials in instructional staff mailboxes, for communication to instructional staff. Prior to distribution, a copy will be provided to the principal or appropriate department head for information purposes only.
- E. Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on school property during the times defined below:
 - (1) Duty free lunch period.
 - (2) Time before and after student day.
- F. Pursuant to the provision of Chapter 119 Florida Statute, the Board agrees to furnish to the Association requests for public records when requested by name,

and if such document/report exists. The association will be charged at the standard state rate when the Association requests physical copies.

- G. Any instructional staff who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association. Such authorization shall continue in effect while the Association serves as bargaining agent unless revoked in writing within thirty (30) days to the Association. Pursuant to such authorization, the Board shall deduct membership dues over 22 deductions. The first deduction for continuing Association members shall be made during the first pay period of the school year. If the instructional staff joins the Association any time after the first deduction, he/she is only liable for the remaining deductions, with the first deduction beginning the next open payroll cycle. Upon termination of an instructional staff's employment, the Board shall deduct all unpaid Association dues from the remaining paycheck(s).
- H. With respect to all sums deducted by the Board pursuant to authorization of the employee, the Board agrees to disburse said sums within thirty (30) days to the Association.
- I. The Association Building Representative shall be given an opportunity prior to the close of faculty meetings to present brief reports and announcements. At the request of the building representative, the principal or his/her designee, shall allow announcements to be made to staff via the intercom to communicate information about Union meetings, elections, and other Association business so long as those announcements do not interfere with student instructional time.
- J. Meetings and conferences with Association officers and the Administration which may be required in administration of this Agreement shall normally be held outside of regular instructional staff working hours. In the event that the Superintendent or Board should schedule a meeting during work hours, instructional staff required by the Board to attend such meetings will attend without loss of pay or leave benefits.
- K. The Association shall indemnify and hold harmless the Board from any and all claims, demands, suits and cause incurred in connection with any such claim, demand or suit resulting from any action taken or omitted by the Board for the purposes of complying with the provisions of this Article dealing with the Association rights and dues collection.
- L. The Board shall authorize unpaid leave for an Association representative to attend School Board meetings during school time.
- M. The Board shall continue to provide existing payroll deduction programs and shall allocate one field within the payroll system for any Association programs desired (in addition to dues deduction slot).

- N. The Board shall provide the Association an electronic list of all employees in the bargaining unit when requested. If available and known to the Board, the list shall include the following information for each non-confidential employee:
- a) First Name
 - b) Last Name
 - c) Employee ID Number
 - d) Home Address
 - e) Home Telephone Number
 - f) Cell Phone Number
 - g) Personal Email Address
 - h) Bargaining Unit
 - i) Job Title, Job Position, Job Category
 - j) Work Location
 - k) Work Email Address
 - l) Date of Birth
 - m) Date of Hire

This information shall be used solely for the purpose of carrying out the functions of the Association and shall not be disclosed to any third party without the written consent of the affected employee. The Association agrees and understands that if any of the information identified in this paragraph is confidential or exempt under Chapter 119, Florida Statutes, it will not be provided to the Association.

- O. The Association President or the President's designee(s) shall be given up to twenty-five days (25) with pay to engage in Association duties which cannot be performed other than during school hours or attend conventions, conferences, or state and/or national events of the professional organization and/or to represent the Association at public meetings pertaining to education. If the Association President or his/her designee is requested to participate in District-related events and/or meetings with the Superintendent or his/her designee(s), the District shall provide "Temporary Duty Elsewhere" leave for the Association President, which shall not be deducted from the aforementioned Union leave days.
- P. A calendar committee of ten (10) people – two (2) appointed by the FCEA President, two (2) appointed by the FESPA President, and four (4) appointed by the superintendent shall meet and collaboratively develop committee calendar proposal(s) to be submitted to the Superintendent as a recommendation. The calendar committee will also include two (2) parents. One (1) will be appointed by the Superintendent and one (1) appointed by the leadership of the Union(s).

ARTICLE IV (4): NEGOTIATIONS PROCEDURES

- A. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.
- B. Upon mutual agreement, both parties may review through the negotiating process, any terms and conditions of employment, whether or not they are in the contract. Should such a meeting result in a mutually acceptable amendment to this Agreement, then the amendment shall be subject to ratification by the Board and the Association, the same as this Agreement.
- C. If either party desires to open negotiation for a successor Agreement, a written notice must be submitted to the other party prior to March 15 of the year in which the Agreement expires. If such notice is given, negotiations shall be initiated on or before April 15.
- D. In any negotiations described in this Agreement, neither party shall have any control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of all instructional staff in the county, but the parties mutually pledge that their representatives shall be clothed with all the necessary power and authority to make proposals, consider proposals and make concessions to reach tentative agreements. Throughout negotiations, all tentative agreements shall be signed by representatives designated by each party. There shall be three (3) signed copies of any final agreement; one (1) copy shall be retained by the Board and two (2) by the Association.
- E. Any fees or expenses of the mediator or fact-finders which are chargeable to the parties, will be shared equally by the Board and the Association.
- F. In preparation of this document for final form and reproduction, it is agreed that without any change of content, the format and article numbers may be changed for proper continuity. Appropriate headings and indexing will be included.
- G. This Agreement constitutes the sole and entire existing Agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions or employment which shall prevail during the term of this Agreement. The Board shall deal with all matters not expressly covered by this Agreement through the exercise of its management rights, provided upon mutual agreement the parties may amend this Agreement through the negotiating process. Should such a meeting result in a mutually acceptable amendment to this Agreement, then the amendment shall be subject to ratification by the members of the bargaining unit and the Board. If there is no mutually acceptable amendment, the Agreement would continue as previously ratified.

- H. This Agreement titled, “Agreement Between the Flagler County Educators’ Association and the School Board of Flagler County” shall be updated, rejecting all language changes and modifications to the salary schedule, through a joint effort between the Association and the District within thirty (30) days after the Agreement is signed and ratified and shall be presented to all instructional staff now employed and hereafter employed via the Flagler County School website.
- I. The Board and the Association specifically agree that at the termination of this Agreement, either party may renegotiate any provision of this Agreement.

ARTICLE V (5): GRIEVANCE PROCEDURE

A. Definitions

1. Grievant - The term “grievant” as used in this article shall mean instructional staff, either individually or as a group, or the Association on their behalf.
2. Workdays - The term “days” as used herein shall mean workdays as set forth in the school calendar.
3. Grievances - Any claim by an instructional staff or group of instructional staff that there has been a violation, misinterpretation, or misapplication of any school Board policy, may be grieved pursuant to School Board policy 649. Any claim by instructional staff that there has been a violation, misinterpretation, or misapplication of the labor contract or agreement to which aggrieved instructional staff is a party, may be processed as a grievance as hereinafter provided.
4. Administrator/Supervisor – shall mean immediate supervisor, principal, or assistant principal of the school or supervisor of a work site.
5. Bargaining Unit - shall mean all employees of the Board who are members of the Association or eligible to be members of the Association
6. Party - shall mean the Board and the Association and grievant(s)
7. Association - as defined in Article I

B. The purpose of this procedure is to secure, at the lowest level possible administrative level, equitable solutions to violations of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as is appropriate.

C. Instructional staff will have the right to request representation by the Union at any step of the grievance procedure. No grievant may be required to discuss any grievance if the Union representative is not present if such representation has been requested by the grievant. A grievant shall not be represented by a representative of any other external organization (i.e., PEN or other associations/labor Unions). Nothing in this article will be construed as preventing any employee from presenting his/her own grievance, provided the Union has been given the first right of refusal to process the grievance if the instructional staff is a member of the Union. The Union shall be given the opportunity to be present at any meeting calling for the resolution of a grievance. If the Union is not a party to the grievance, representatives of the Union may be present to ensure the integrity of the collective bargaining agreement. Nothing in this Agreement shall be construed to prevent any instructional staff from presenting at any time his/her grievances in

person or by legal counsel as outlined in Section 447.006 (3), Florida Statutes, 1975.

D. Whenever instructional staff or the Association feels that there is a grievance, every effort should be made to arrive, on an informal basis with the immediate supervisor, at a mutually satisfactory solution to the grievance. When this cannot be done, all parties shall resort to the more formal procedure stated herein, in an effort to resolve grievances. The grievant shall have the right to request the presence of the Association representative at all levels of this procedure. The Association shall have a right to have a representative present at all stages beyond the informal stage. Nothing in this agreement shall be construed to prevent any instructional staff from presenting at any time his/her grievances in person or by legal counsel as outlined in Section 447.006 (3), Florida Statutes, 1975.

E. Written grievance as required here shall adhere to the following:

1. Shall be signed by the grievant or Association Representative.
2. Shall be specific and related to the alleged violation.
3. Shall contain a synopsis of the facts giving rise to the alleged violation.
4. Shall cite the section or subsections alleged to have been violated.
5. Shall contain the date of the alleged violation.
6. Shall specify the relief requested.
7. Grievances shall be processed as rapidly as is possible to obtain full facts on which to base sound judgment with the number of days indicated at each step to be considered as maximum. Time limit may be extended by mutual consent.
8. The principal or his/her designee shall provide the Association with copies of all available document relevant to the grievance within 48 hours prior to the grievance meeting.

F. Grievance Procedure

1. Informal

Whenever an employee or the Association alleges a contractual violation, the Association may choose to confer with the administrator or his/her designee on an informal basis to reach a mutually satisfactory solution to the grievance within fifteen (15) workdays following the date of alleged violation. Responses from the administrator or his/her designee to the informal grievance must be presented to the grievant within fifteen (15) workdays following the informal meeting.

If a solution cannot be reached at the informal level, the Association shall resort to the more formal procedure stated herein, in an effort to resolve the grievance. The purpose of this procedure is to secure, at the lowest administrative level possible, an equitable resolution to violations of this agreement.

2. Level I

The employee shall submit in writing to the administrator a copy of the grievance presented on the form set forth in Appendix A. Such grievances must be presented within a reasonable time, but in no event longer than ten (10) workdays following the informal hearing. The administrator shall have ten (10) workdays upon receipt of the Level I grievance to meet with the employee and his/her representative in an effort to resolve the grievance. The administrator shall indicate his/her disposition of the grievance in writing within ten (10) workdays after said meeting and shall furnish copies thereof to the employee and to the Association.

3. Level II

The Superintendent's designee, within ten (10) workdays after receipt of appeal, shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the grievance. At the conference(s), the employee, his/her representative and the representative of the Association, if different from the employee representative, must be present.

Absence of the Association representative will not prevent the conference(s) from being held if the Association has been given forty-eight (48) hours prior notice. Notice of the conference shall be given also to the administrator who rendered the decision at Level One. The administrator may be present at the conference(s) to state his/her views. The Superintendent's designee shall communicate his/her decision in writing, together with the supporting reasons, to the aggrieved employee and the Association with ten (10) workdays after the meeting. The administrator who rendered the decision at Level One shall also receive a copy of the decision at the same time.

4. Level III

The Superintendent, within ten (10) workdays after receipt of appeal, shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the grievance. At the conference(s), the employee, his/her representative and the representative of the Association, if different from the employee representative, must be present.

Absence of the Association representative will not prevent the conference(s) from being held if the Association has been given forty-eight (48) hours prior notice. Notice of the conference shall be given also to the administrator who rendered the decision at Level Two. The administrator may be present at the conference(s) to state his/her views. The Superintendent shall communicate his/her decision in writing, together with the supporting reasons, to the aggrieved employee and the Association with ten (10) workdays after the meeting. The administrator who rendered the decision at Level Two shall also receive a copy of the decision at the same time.

5. Level IV

If the employee or the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made by the Superintendent within the period above provided, the grievance shall be submitted to the School Board for resolution. If the Association is not satisfied with the Board resolution, the Union may submit the grievance to arbitration if a request is made for arbitration within ten (10) working days.

A request for an arbitrator will be made to the American Arbitration Association within ten (10) workdays. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceedings. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement nor shall he have the power to rule on any issue for which there is another remedial procedure provided by law or statute, rule, or regulation having force of law.

The arbitrator should consider all existing state and local laws which are relied upon by either party in the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or rely on any evidence not previously disclosed. Both parties agree that the award of the arbitrator shall be final and binding.

General Provisions

- G. All documents, and communications dealing with the processing of a grievance will be considered confidential to the extent permitted by law and will be filed separately from the personnel files of the aggrieved instructional staff. Grievances shall be conducted in private to the extent permitted by law.
- H. Any grievance which arose prior to the effective date of this Agreement shall not be processed through these procedures but shall be processed using procedures existing in the collective bargaining agreement at the time the grievance paperwork was filed.
- I. A grievance may be withdrawn at any level, but that same grievance may not be filed a second time.*
- J. The filing of a grievance shall in no way interfere with the right of the Board to proceed to carry out its management responsibilities, subject to the final decision of the grievance.
- K. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.
- L. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship to any party, the Administration shall use its best efforts to process such grievance prior to the end of the school term or as

soon thereafter as possible. Whenever illness or other incapacity of any necessary party prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the party can be present.

- M. Any instructional staff member involved in any manner in any grievance procedure shall not be subjected to prejudicial treatment because of such participation.
- N. Grievance and Arbitration proceedings are to be conducted outside student contact hours unless the Superintendent or his/her designee decides to the contrary. Such a decision shall be communicated to the grievant and the Association in writing, when grievance meetings and arbitration proceedings are held during school hours, any instructional staff member whose presence is required shall be excused, with pay, from their normal duties.
- O. Timelines may be extended by mutual written agreement of the parties.
- P. The right to proceed to arbitration in Level IV of this grievance procedure shall be limited to the Association.

ARTICLE VI (6): TEACHING CONDITIONS

- A. The Association agrees that although the primary responsibility of the instructional staff is concerned with the classroom, the responsibility of supervising students at all times is necessary. Auxiliary personnel will be utilized to perform non-instructional duties (i.e. clerical, such as entering transfer grades into Skyward for new students, filing/organizing CUME folders, etc.) as much as possible. In the event that it is necessary to assign instructional staff a non-instructional duty, it shall be on a fair and equitable basis.
- B. Instructional staff shall have a duty-free lunch period of at least thirty (30) minutes. Instructional staff shall not be required to perform supervisory duties during their duty-free lunch period.
- C. The workday shall consist of seven (7) hours, fifteen (15) minutes, with the times being set by the Principal or immediate supervisor according to the needs of each school or assignment with the approval of the Superintendent. Maximum student instructional contact time shall be twenty-seven (27) hours per week. Instructional staff starting and ending times shall be recommended to the Principal by the faculty of each school. The Principal shall make the final decision based on the needs of each school or assignment. Instructional staff participation in extracurricular activities outside the normal working day, for which no additional compensation is paid, shall be strictly voluntary.
- D. Exceptions to the workday on occasion may be made for unusual circumstances with the consent of the Principal or immediate supervisor.
- E. The Board agrees to continue to provide a faculty work area and separate designated and marked restroom facilities as currently provided, and furnished, in those schools where such facilities already exist for the use of instructional staff. All newly constructed schools shall provide a faculty workroom and separate faculty restroom facilities.
- F. Instructional staff are expected to make themselves available for student and parent conferences which shall be during the normal workday, except when parents cannot meet during the school day. Such meetings before and/or after school hours shall be scheduled at a mutually agreeable time between the instructional staff and parents except in cases of emergency. If an elementary school principal chooses to host "parent conference weeks", the principal shall communicate to instructional staff that they have the option of completing parent conferences (equivalent to 6.25 hours) outside the workday in lieu of the subsequent instructional staff workday.
- G. It is understood and accepted that instructional staff attendance at school affiliated evening meetings is desirable and beneficial. Except for illness or other emergencies, instructional staff will be expected to attend up to (2) such meetings each year where parents visit classrooms and/or confer with instructional staff. Each meeting shall last no longer than one and one half hour.

- H. Regularly scheduled monthly faculty meetings will be held. One (1) faculty meeting per month may exceed the normal working day but in no event exceed thirty (30) minutes beyond the working day, except that in emergency situations, faculty meetings may be called when necessary. During pre-planning and post-planning, no faculty meetings shall run beyond the normal working day. Additionally, during pre-planning, instructional staff shall have at least the equivalent of one and a half days to work, uninterrupted by meetings of any kind, in their classrooms to prepare for the start of school with students.
- I. When school is not in session, instructional staff shall be given access to the building by arranging such access with the principal.
- J. The Association and the Board wholeheartedly support parent and community involvement in schools. Classroom visits by non-school personnel will be announced through email with the anticipated date, time and duration. When the visit is by a parent(s), it will be scheduled through administration and the instructional staff. The visit does not constitute an evaluation and no data will be collected on the instructional staff. The Superintendent, School Board Members, and Senior Management are excluded from this section.
- K. Both parties agree that it is necessary for interruptions to be made from time to time during the instructional periods for the efficient operation of the school. Principals will be advised to keep interruptions from maintenance, custodial, and intercom to a minimum as is feasible.
- L. Department heads/lead instructional staff shall be defined as instructional staff appointed by the principal. The principal may appoint department heads/lead instructional staff for each subject/grade level.
- M. All high school instructional staff shall have a planning/preparation period during the workday which shall not be less than fifty (50) continuous minutes.

All middle school instructional staff shall have a planning /preparation period during the workday which shall not be less than forty-five (45) continuous minutes. In addition, instructional staff shall be guaranteed an additional five (5) minutes of planning/preparation time during the instructional staff workday.

All elementary instructional staff shall have a planning/preparation time during the student day which shall not be less than forty-five (45) continuous minutes with an additional five (5) minutes for transitions for a total of fifty (50) continuous minutes. In addition, instructional staff shall be guaranteed an additional ten (10) minutes of planning/preparation time during the instructional staff workday. An instructional staff may choose to waive their planning in accordance with Article XX Section K.

- N. Flexible time is defined as the altering of the normal work schedule. Employees are entitled to one hundred fifty (150) minutes of flexible time per month during non-instructional time (i.e., before and after school, during lunch and planning).

Prior notice of when flexible time will be taken must be provided to administration along with make-up dates/times. Unless prior written notice is provided to administration, an employee's absence from work shall not be counted as flexible time. Any amount of flexible time used by an instructional staff shall be made up within a two-week timeframe. The phrase "after school" shall be defined as when the first group of students is dismissed from class, not including the dismissal of students that may require earlier dismissal due to special needs. Reasons for use of flex shall not be required.

- O. Instructional staff shall have adequate access to telephone facilities to ensure safety and parent contact. Efforts will be made to afford privacy to the employee for school related calls. Instructional staff shall not be required to use personal cell phones or electronic devices for school related purposes.
- P. At times, instructional staff may be required to attend meetings during planning/preparation time. Instructional staff may be required to attend up to six (6) meetings per calendar month during their planning period, no more than 2 meetings shall take place within a week during planning.

Meetings shall be defined as events directed by any federal, state, district, or school administration for the purposes of the delivery of school-related information, faculty meetings, and/or parent conferences (including IEP and 504 meetings). Every effort shall be made to schedule IEP and 504 meetings outside of planning, providing substitute coverage to the instructional staff of record.

- Q. Professional Learning Community (PLC) – An extended learning opportunity to foster collaborative learning among colleagues within a particular work environment or subject area designed to meet the educational needs of students. Instructional staff may be required to attend up to one (1) PLC per week.

School-based administrators will review the PLC guidelines with their staff each year.

- R. All in-service education beyond the instructional staff workday shall be voluntary. All instructional staff will be encouraged to participate in designated in-service days. In-service shall not be scheduled on instructional staff planning days, including pre-planning and post-planning days, except in circumstances where student safety is impacted. In-service education shall be defined as any time where an instructional staff is receiving professional development points for their participation.
- S. Instructional staff shall not be required to attend meetings for commercial demonstrations, which are directed to personal sales to or solicitation(s) of any kind from instructional staff. Principals and/or their designee shall provide instructional staff an opportunity to leave the meeting prior to the beginning of the commercial demonstration. This excludes the Flagler County Education Foundation, a direct-support organization committed to generating financial

support to enhance the educational programs benefiting Flagler County Public Schools.

- T. In the event of a physical altercation or incident that creates an unsafe environment for other students and/or faculty, administrators or other appropriately trained staff shall immediately provide assistance to the classroom instructional staff to remove the student and support the instructional staff in re-establishing a safe classroom environment.
- U. An employee who knows or has reason to believe that a student has committed, or has made a credible threat to commit, a crime of violence on school property or towards school personnel shall report such knowledge or suspicion to all affected parties and the appropriate authorities. The site administrator shall fully support good-faith reporting in accordance with this language.
- V. Core content instructional staff (math, language arts, science, and/or social studies) at the secondary level, grades six (6) through twelve (12), shall not be assigned to teach more than three (3) core course codes per semester. An instructional staff may choose to volunteer to teach four (4) or more core course codes in a given semester. This does not apply to iFlagler, International Baccalaureate, AICE, or home instruct instructional staff.
- W. A Concerns and Collaboration committee shall be established in each school for the purpose of discussing with the principal, areas of concern to the instructional staff or to the principal with the exception of Association business.

This committee shall be composed as follows:

- 1) The High School
 - a) The principal or his designee and no more than two (2) other administrative personnel
 - b) An instructional staff elected by their peers, from each major department
- 2) The Elementary School
 - a) The principal or his designee and no more than two (2) other administrative personnel
 - b) An instructional staff elected by their peers, from each grade level or each department
- 3) The Middle School
 - a) The principal or his designee and no more than two (2) other administrative personnel
 - b) An instructional staff elected, by their peers, from each grade level or each department

Elections at each site, organized by the union, of these representatives shall take place by the second week of school.

ARTICLE VII (7): JOB SHARING

Job Sharing exists when two instructional staff share one job position. The following conditions must be agreed to:

- A. **Mutual Agreement.** Both instructional staff voluntarily agree to participate in a job sharing position.
 - 1. Each instructional staff participating in a job share position must sign an agreement that stipulates the requirements of the position and the benefit choices available.
 - 2. Instructional staff who job share may be required, with advance notice by the principal or supervising administrator, to schedule joint conferences or to attend faculty meetings or in-service beyond the modified day.
 - 3. Annual contract instructional staff or instructional staff who are placed on Professional Improvement Plans prior to the request for a job sharing assignment will not be permitted to participate in a job sharing position.

- B. **Approval Process.** Instructional staff desiring to job share must submit a written plan to the building administrator no later than March 1st of the year prior to the school year in which the job sharing will occur.
 - 1. The written plan must include, at a minimum, the following:
 - a. teaching responsibilities
 - b. schedule of work hours and/or days
 - c. planning time arrangements
 - d. procedures for parent conferences and field trips
 - 2. The administrator shall notify the instructional staff of the conditional approval or denial of the plan no later than the last working day of March. The administrator's approval is conditioned on each instructional staff's contract being renewed by the School Board for the school year in which the job sharing will occur.
 - 3. If the instructional staff and the administrator cannot reach an agreement, an appeal can be made to the Superintendent. The Superintendent may find a different work site vacancy that would accept the job sharing position.

- C. **Duration:**
 - 1. A job share agreement shall be for no more than one school year.
 - 2. Instructional staff may extend a job sharing agreement if approved by the administrator. If the instructional staff and the administrator cannot reach an agreement, an appeal can be made to the Superintendent. The Superintendent may find a different work site vacancy that would accept the job sharing position.
 - 3. If an instructional staff in a job sharing agreement has their employment terminated for any reason, the job sharing agreement may continue if a replacement instructional staff agrees to all the terms and conditions of the job sharing agreement.

4. Should no replacement instructional staff be located within 15 working days, the remaining instructional staff shall assume a full-time position.
5. Instructional staff who participate in a job share position may substitute for each other at the full daily rate of pay for the days worked.

D. Salary, Benefits and Leave:

1. Each instructional staff participating in job sharing agreement will receive only partial benefits required to be paid for by the District (prorated by the partial work time). To receive full benefits, it will be the instructional staff's responsibility to assume the costs of benefits not paid by the District.
2. The employee may choose the benefit coverage and such choice shall be elective at the beginning of the employee's first date of eligibility at the time the job share participation begins. At no time will the District assume any additional costs due to a job share.
3. Each employee in a job share position shall receive an annual salary equal to one-half of the individual's salary (or the appropriate prorated amount) based on the salary schedule.
4. Years of experience shall be based on Board Policy.
5. Sick leave shall be granted at the rate of 3.75 hours per month (or the appropriate prorated amount).

ARTICLE VIII (8): EVALUATION PROCEDURES

Evaluation Preamble

This language will replace previous evaluation language until the current statute or any portion thereof be overturned as a result of legal challenge(s). In the event of such, both parties agree to resume negotiations to seek a successor agreement based on the language contained in the 10-11 Collective Bargaining Agreement.

A. Definitions:

1. State Assessment: any standardized state approved assessment
2. District Assessment: a standardized district created and/or approved assessment for a subject area given across the district
3. Value Added Model: formula developed by the state to measure student learning, pending DOE or State Board Adoption
4. Student Performance Indicators (SPI): measurable student outcomes which may include growth measures and/or achievement measures (except when state Board rule mandates an approach and/or model) to be utilized in the district's instructional staff evaluation system
5. Learning Targets: agreed upon goal for the measurement of student progress
6. Instructional Staff Evaluation Program: overall evaluation system for assessing an instructional staff's performance
7. Evaluation tool: the collaboratively developed instrument used to observe and evaluate an instructional staff.
8. Three years of data — data for the purpose of final annual evaluations will include the current year plus two most recent preceding years of student data as expressed using the state approved value added model for student assigned to classroom instructional staff. If the student's score was not included in the school grade, then the student's score will not be counted in the instructional staff's data.
9. Experience Category: the classification of instructional staff as Category I (instructional staff in their first year in the district) or Category II (instructional staff in their second year in the District or beyond). This experience category shall determine the number of observations required prior to the final evaluation of the instructional staff.
10. Summative Evaluation: the calculation, which consists of clear, consistent and compelling evidence from the formal evaluation(s) along with the artifacts provided by administration or the instructional staff will be used to determine the final scores on the deliberate practice component on the instructional summative evaluation. It is not the intent to average rubric scores, but to show a true reflection of the instructional staff's ability. The summative total score is determined by adding the deliberate practice, VAM score and Individual Professional Learning Plan (IPLP).
11. Informal Observation: an observation which is unscheduled; lasting at least 15 minutes; components within domains 2 and 3 will be observed; artifacts can be requested; can be followed by a post-observation conference; if deficiencies are noted a post-observation conference is required; calculation of data from the informal observation will not be included in the summative evaluation score. Only observable evidence can

be taken into consideration when calculating the summative evaluation.

12. Formal Observation: a formal observation that is scheduled at a mutually agreeable time between the instructional staff and evaluating administrator, by email or hard copy; all components in all four domains will be observed; lasting 30 — 45 minutes or up to one class period in secondary schools; is followed by a post- observation conference; the post-observation conference will occur within 10 days of the observation; data will be included in summative evaluation score.
13. Probationary instructional staff — instructional personnel hired after July 1, 2011 who are new to the profession or new to the district will receive a probationary contract for the first academic year of service. Such instructional staff are subject under Florida Statute to two performance evaluations within the probationary year. At the conclusion of the first academic year, an instructional staff who is reemployed will receive an annual contract. Such a contract may not be terminated prior to its terminal date except for just cause and with due process.

B. Evaluation Procedures

Evaluation shall be the responsibility of administrators trained in the current observation and evaluation system. There shall be a minimum of two (2) weeks between any observations of an instructional staff. All observations, formal and informal, shall be completed no later than three weeks prior to the end of the school year. Prior to any formal observation, every effort will be made by the evaluating administrator to conduct at least one informal observation of the instructional staff's classroom instruction. Instructional staff will receive an official annual evaluation based on the prescribed observation schedule:

Category I - New to the District:

1. 2 informal observations
 - Shall include components from Domains 2 & 3
 - Pre-conference if either party requested
 - Feedback provided to the instructional staff within 3 workdays
 - Post conference if deficiencies are noted
 - Additional observations may be requested by the instructional staff
2. 2 formal observations
 - Pre-conference prior to both
 - Domains 1, 2, 3 & 4 in their entirety
 - Post conference within ten (10) workdays

Category II - 1 or more years in the District:

3. 1 informal observation
 - Shall include component from Domains 2 & 3
 - If the evaluating administrator is unable to observe any component(s) or notes any deficiencies in components from Domains 2 or 3, then the evaluating administrator shall conduct

additional scheduled informal observations.

- Pre-conference if either party requested
 - Feedback provided to the instructional staff within 3 workdays
 - Post conference if deficiencies are noted
 - Additional observations may be requested by the instructional staff
4. 1 formal observation
 - Pre-conference if requested
 - Domains 1, 2, 3 & 4 in their entirety
 - Post conference within ten (10) workdays
 5. Summative Evaluation

An instructional staff placed on a Success Plan may have additional informal observations, as stipulated in the development of said Success Plan.

- C. Instructional staff shall be given electronic access to the Instructional Staff Evaluation Program (including the instructional staff observation instrument) during the first month of the school year. Instructional staff employed after the first month of school shall be provided electronic access to the evaluation framework (including the instructional staff observation instrument) within twenty (20) days after assuming their teaching responsibilities. Each instructional staff shall be permitted to ask questions concerning the evaluation process.
- D. Within two (2) weeks after the beginning of each school year, the principal and/or District personnel shall acquaint each employee directly under supervision with the criteria, data sources, methodologies and evaluation procedures, standards and instrument used for the assessment. An administrator shall fully explain any specific requirement as they relate to the evaluation instrument. The purpose of the orientation is to achieve mutual understanding of the evaluation system. No evaluation shall take place until such orientation has been completed.
 1. As it relates to S.B. 340, the Board proposes a joint committee comprised of no more than 14 members, seven (7) from the Board and seven (7) from the Association to meet and discuss the development of a new assessment tool. The Board reserves the right to make a final decision on the actual assessment instrument and the procedures used to implement S.B. 648.
- E. The instructional staff and administrator shall meet and discuss the observation as soon as possible, but in no event later than ten (10) working days from the date of the observation. If the instructional staff is in agreement with the evaluation then the instructional staff shall sign and be given a copy of the instrument. If the instructional staff disagrees with the evaluation then the instructional staff shall have up to five (5) working days to review the evaluation and make written comment or show cause for revisions. If revisions are requested, the administrator shall have up to five (5) working days to meet with the instructional staff to accept or deny the revisions. Regardless of the outcome, the instructional staff shall sign and be given a copy of the instrument. The employee's signature shall

not mean agreement with the evaluation, but rather awareness of the content. Space shall be provided on the evaluation instrument for written comment concerning the evaluation. If the instructional staff disagrees with any assessment below “effective,” he/she shall have the right to request documentation that substantiates the evaluator’s assessment and to file a grievance of the process or procedural aspects of the evaluation following the grievance procedure established in Article IV.

- F. Both parties agree to proportion the effects of the Instructional Staff Evaluation Tool/Rubric at 62%, the Student Performance Rubric at 33%, and the 3rd metric, based on instructional staff individual professional learning plans (IPLP’s) at 5% of the total evaluation score.
- G. A trained administrator shall conduct all observations of an employee, with the full knowledge of the employee, and solely for the purpose of evaluation toward the improvement of professional performance as a means of assuring the most competent educational techniques. The District shall provide to the Association, on an annual basis, documentation supporting that training of new administrators has occurred.
- H. No informal or formal observation shall be conducted during any of the following timeframes, without prior workday’s notice and mutual agreement of employee and administrator:
 - 1. The day before or immediately following a state assessment period or during the state assessment period when a particular instructional staff’s students are taking said exam.
 - 2. The first week of school.
 - 3. The two (2) days prior to Thanksgiving break, Winter break, and/or Spring Break.
 - 4. In the event that an instructional staff is required to take additional students from another instructional staff’s classroom due to lack of substitute instructional staff/adequate coverage.
- I. Both parties agree to establish a standing committee, which will review the outcome of this process for validity and reliability. The committee will meet regularly for the purpose of monitoring implementation. This report will include recommendations for any modifications in the program if necessary. The committee will be comprised of three members selected by management and three members selected by FCEA.
- J. With regard to regular, recurring teaching competencies (for example, but not limited to: lesson preparation, classroom management, student-instructional staff relations, parent-instructional staff communication and relations, unit planning, test construction, adherence to established instructional staff behavior (expectations), and prior to being marked below effective on the sum of the formal observation portion of the instructional evaluation, instructional staff shall be given written notice, in the form of an Instructional Staff Success Plan, developed collaboratively between the instructional staff and administrator. The

plan will include specific assistance and a timeline. Meetings to develop and assess progress of the goals in the Success Plan shall be held privately between the administrator (and may include the Superintendent designee), the affected instructional staff, and an Association Representative or a representative of their choice, at the instructional staff's request. A copy of the Success Plan that has been developed shall be provided to the instructional staff within 72 hours following the meeting to develop said plan. This language is not intended to interfere with the administrative right to impose discipline for unacceptable behavior or actions within the existing guidelines of the contract, including one-time, serious, stand-alone events. Both sides acknowledge that poor performance that occurs near the end of the evaluation cycle may still be addressed within the evaluation instrument, as appropriate and necessary. As defined by both State Law and School Board Policy, the language of this section in no way changes the existing distinction between Annual Contract and PSC employees regarding the right to/expectation of continued employment.

- K. Prior to placement in a 90-day performance probation (F.S. 1012.34), the district shall offer assistance to an instructional staff through the Instructional Staff Success Plan (Article VI Section J).
- L. Each instructional staff employed during a school year and receiving differential pay based on educational attainment and who is re- employed for the following school year will continue to receive differentiated pay.
- M. It is understood that when an instructional staff is required to obtain 18 or 60 ESOL points, ESOL endorsement, or Reading endorsement, completing the courses and/or endorsement will be the responsibility of the instructional staff. Furthermore, Flagler Schools will provide training at no cost for those identified instructional staff requiring ESOL points or endorsements.
- N. Induction training is an expectation for all new instructional employees. These days are considered part of their yearly contract and do not qualify for additional pay. The Association shall be provided the opportunity to participate in and support any induction program(s) offered by the District and/or individual schools.

ARTICLE IX (9): ASSESSMENTS

- A. For the purposes of this article, “timely manner” shall be as quickly as is reasonable in a particular situation.

- B. The Flagler school district may not schedule and/or administer more than 5 percent of a student's total school hours in a school year to administer statewide, standardized assessment and all district-required local assessments.
 - 1. Elementary level: 5% = 56.25 hours
 - 2. Secondary level: 5% = 54 hours

- C. Test administrators/proctors that will administer assessments must receive training from the District on the rules, procedures, and requirements aligned to the assessment. If there are major technology issues or other events that prevent the successful and timely administration of testing, it is the responsibility of the instructional staff to notify, in writing, the administration and District Assessment Coordinator of major technology issues or other events that negatively affect the administration of testing. Upon receipt of the concern from the instructional staff, the District Assessment Coordinator, in collaboration with the school administration shall conduct an investigation. If the District Assessment Coordinator determines that the event brought forward may have caused a negative impact on the testing environment and subsequent test scores, the instructional staff shall be held harmless and the scores not be used in an instructional staff’s evaluation unless the instructional staff requests those scores be utilized. If the instructional staff disagrees with the determination of the District Assessment Coordinator, the instructional staff shall have the right to appeal this decision through the District Evaluation Committee.

- D. The notification to parents of students who score a level I shall be the responsibility of the classroom instructional staff if the state scores are provided to schools prior to the end of the student school year. If scores arrive after the end of the student school year, the Flagler County School District and/or the building level administration shall be responsible for notifying the parents.

ARTICLE X (10): GENERAL EMPLOYMENT PRACTICES

- A. New employees who are hired by the regular start of the school year will also be offered the option of either 22 or 24 paychecks at the time of their hiring. Any employee hired after the start of the regularly scheduled school year will be required to be on the 22- paycheck option for the remainder of the first year of his/her employment. Selection of a different option may then be made at the end of the current work year, just as with all other employees.
- B. Deductions for personnel during the regular school term for daily absences not covered by provisions of this Agreement shall be made at the rate of 1/196 of the instructional staff's regular annual contractual salary.
- C. It is mutually understood that counselors and media specialist are regular classroom instructional staff and may be assigned as regular classroom instructional staff. All school counselors and media specialists shall be employed up to twenty (20) days in addition to the regular teaching contract, unless specifically addressed in the Flagler County School Board's staffing plan. Any additional days beyond 196 days shall be consistently distributed among the counselors and/or media specialist in the District. Their daily rate of pay is to be based on 1/196 of the counselor's and media specialist's regular annual contractual salary.
- D. A tentative teaching assignment shall be provided to each instructional staff no later than two weeks prior to the last post-planning day of the school year. Annual Contract (AC) and probationary instructional staff shall be notified no later than two weeks prior to the last post-planning day of the school year as to whether their contract will be renewed for the following school year.

A tentative schedule shall be provided to each instructional staff two weeks prior to the beginning of the second semester, if there is to be a change in the instructional staff's schedule for the second semester.

- E. All supplemental positions that are to be filled, along with their respected supplement, shall be posted by the last day of preplanning. All qualified instructional staff who apply for a supplemental position shall be considered for any extra-pay for extra-duty position. Postings shall occur first in the affected building. If no qualified person applies, then postings will occur in the district. No regular work schedule will be altered to accommodate a supplemental responsibility except by joint agreement of the building principals involved and the Superintendent.
 - 1) The parties agree that the school Board policy number 669 will be controlling in the context and is therefore incorporate by reference as a part of this agreement except that instructional staff will be given the first right of refusal provided that the instructional staff meets the qualifications for the position.
 - 2) Qualifications for athletic coaching positions are defined as:
 - a. Prior training and experience in the specific sport or activity.

- b. The applicant holds a valid state endorsement for coaching.
- c. All prior references meet an acceptable district standard.
- d. Applicant must have no prior history of penalty or discipline from the Florida High School Activities Association (FHSAA).
- e. Must have a quality interview.

ARTICLE XI (11): INSTRUCTIONAL STAFF AUTHORITY AND PROTECTION

- A. In accordance with Florida Statute, every school shall have a committee to assist in the management of student behavior and to ensure the safety of all students.
- B. No action against an instructional staff shall be taken on the basis of a complaint by a parent or student or other individual or any notice thereof shall be included in the instructional staff's personnel file, unless the complaint is reduced to writing by the complainant and is first provided to the instructional staff.
- C. Any case of assault upon an instructional staff, in relation to their employment, shall be promptly reported to the Board or its designee. The Board shall provide legal counsel to advise the instructional staff of his/her rights and obligations with respect to assault. New instructional staff will be oriented regarding their rights in case of an assault. In the event of student assault or injury to an instructional staff caused by a student, the Board shall not dissuade the instructional staff from exercising their rights under Florida law.
- D. Individual records will be maintained on student discipline and will be available to instructional staff as an aid for determining disciplinary recommendations concerning particular students.
- E. Instructional staff shall be informed in writing at the beginning of the school year of the disciplinary policy for student as it is to be applied during that school year. A discipline policy shall be explained to instructional staff at the beginning of the school year. All parties acknowledge that consistency, fairness, and equality are desirable in our student disciplinary policy. It is also understood that the final decision in a student disciplinary issue rests with the building principal.
- F. Each employee shall have the right to inspect his/her personnel file(s) as per Florida State Statute 1012.31. The employee may be accompanied in such review by a representative of his/her choice and a representative of the Board may also be present during such a review.
- G. The parties agree that the Office of Human Resources or designee, shall be available to employees who allege in writing that they have been discriminated against based on race (including anti-Semitism), color, religion, sex (including pregnancy, sexual orientation, or gender identity), gender, national or ethnic origin, age (40 or older), marital status, disability, political or religious beliefs, or genetic information (including family medical history). The Office of Human Resources or designee shall investigate such allegations in accordance with the School Board policy. Within fifteen (15) days of notification of the outcome of the investigation, an employee shall have the right to file a grievance per Article IV of the Collective Bargaining Agreement. For this section only, the grievance process will end at the Superintendent or designee level. The employee shall have the right to representation during the grievance process.

- H. The parties agree that when an employee files a complaint of bullying and harassment under School Board Policy 511.2, the complaint shall be investigated in accordance with School Board Policy. Within fifteen (15) days of notification of the outcome of the investigation, the instructional staff shall have the right to file a grievance as outlined in School Board policy 649. The instructional staff shall have the right to representation during the grievance process.

- I. The private and personal life of an employee is not the appropriate concern of the Board unless it reduces his/her effectiveness as an employee; unless a direct nexus between the employee behavior and the responsibility to the profession as defined by the Code of Ethics of Professional Educators and the school exists.

ARTICLE XII (12): PEER ASSISTANCE

- A. The purpose of the Peer Assistance Program is to help new and veteran instructional staff improve their knowledge of and skills in the teaching profession. This program links new instructional staff or struggling veteran instructional staff with consulting instructional staff who provide ongoing support through observing, modeling, sharing ideas and skills, and recommending materials for further study. Assistance will be provided as follows:
1. Instructional staff new to the teaching profession will be provided a mentor for 180 days within the first 15 workdays of their contractual first day of work.
 2. Experienced instructional staff who are new to Flagler County or struggling veteran instructional staff may be offered the services of a mentor for 90 days. The offer of such assistance may be accepted or declined by the professional to whom it is offered.
- B. A stipend in accordance with the supplement schedule will be paid by the Board to instructional staff who provide peer assistance to the designated.

ARTICLE XIII (13): SOCIAL NETWORKING POLICY

- A. Social Media is defined as any form of online publication or presence that allows interactive communications, including but not limited to: social media, blogs, Internet websites, Internet forums, and wikis.
- B. Instructional staff may set up a professional or class social media account for the purpose of sending out information and reminders. Doing so will be at the discretion of the instructional staff and shall not be mandated by administration.
- C. An employee's professional use of any social media network and an employee's postings, displays, or communications on any social media network must comply with all state and federal laws and any applicable School Board policies.
- D. Staff members are discouraged from inviting students and/or parents to be friends on personal social media sites. Staff members are also discouraged from accepting friend requests from students on personal social media sites.
- E. Employees shall not:
 - 1. Use overtly obscene, profane, or vulgar language or gestures when using a social network, including images; and/or
 - 2. Engage in communications or conduct that is considered harassing including sexual, threatening, bullying, libelous, or defamatory; and/or
 - 3. Post/share images that are sexually provocative and/or
 - 4. Discuss or encourage illegal activity; and/or
 - 5. Discuss or encourage inappropriate use of alcohol, tobacco, and/or illegal drugs.
- F. Employees shall not disclose information on any social media network that is confidential to the District, its students, or employees or that is protected by data privacy laws. Employees may not use or post the Flagler School District logo on any social media network without permission from the Superintendent or his/her designee. In addition, employees shall not:
 - 1. Post images on any social media network of co-workers without the co-workers' consent; and/or
 - 2. Post images of students on any social media network without written parent consent, except for images of students taken in the public arena, such as at sporting events, award ceremonies, or fine arts public performances; and/or
 - 3. Post any images of the District premises and property, including floor plans that have not been formally released for public dissemination.
 - 4. Post or disclose personally identifiable student information.
- G. Employees have a responsibility to report inappropriate employee-student relationships at all times; including but not limited to inappropriate communication or activity on social media networks.

- H. All employees shall be subject to disciplinary action, as per the Progressive Discipline in Article XXI Section D of the Collective Bargaining Agreement, if their conduct relating to use of technology or online resources violates this policy.

ARTICLE XIV (14): PROFESSIONAL ATTIRE

- A. Flagler County Schools' objective in establishing a professional casual dress code is to allow our employees to work comfortably in the workplace as appropriate to perform their specific job responsibilities while projecting a professional image for our students, parents, colleagues, potential employees, and community.
- B. Clothing that reveals your chest, your stomach, or undergarments is not appropriate for a place of business, even in a business casual setting.
- C. Any clothing that has words, terms, or pictures that are considered to be generally offensive is unacceptable.
- D. **Bottoms**
Inappropriate slacks or pants include: sweatpants, exercise pants, short shorts, leggings (unless covered by an appropriate length shirt, skirt, and/or dress), yoga pants, and any spandex or other form-fitting pants such as people wear for biking. Jeans may be worn so long as the employee portrays an overall professional image. Bottoms may not have rips, holes, tears, or frayed edges.
- E. **Shirts, Tops, Blouses, and Jackets**
Inappropriate attire for work includes tank tops (with straps at less than 3 fingers wide); midriff tops; halter-tops; strapless tops unless worn under another blouse, shirt, jacket, sweater, or dress.
- F. Violations of the above dress code shall be subject to the Progressive Discipline Plan as outlined in the Collective Bargaining Agreement

ARTICLE XV (15) – INSTRUCTIONAL STAFF DISCIPLINE

- A. An instructional staff may be disciplined, including reprimand, reduction in rank or compensation, suspension, involuntary transfer, or dismissal for proper cause as provided by Florida Statutes. No instructional staff shall be reprimanded without just cause as defined in Florida Statutes, State Board Rules and School Board Policies.
- B. In any of the above matters, the instructional staff shall be permitted a representative of his/her choice, if desired. This article shall not limit in any way the exercise of the Board's rights as provided in this Agreement.
- C. Instructional staff must be notified in writing twenty-four (24) hours prior to being called in for a disciplinary interview. Written notice (in the form of a Notice to Appear) shall include the date of the alleged violation. It is recognized by both parties that school district administrators may declare an emergency situation where immediate action must be taken to ensure the safety and welfare of the students. In those emergency instances where twenty-four (24) hours notice is not given, the Board guarantees the right to representation for the instructional staff at the conference.
- D. An instructional staff shall be notified in writing within 24 hours if the District has initiated an investigation for said instructional staff. An instructional staff shall be advised in writing within 24 hours if an incident is reported to the Florida Department of Education, Office of Professional Practices Services. Administrators shall not request a written or verbal statement from an instructional staff prior to the meeting as indicated on the Notice to Appear.
- E. Administrators shall not reprimand instructional staff in the presence of other employees (excluding administrators), students, and/or parents. Except for probationary employees, the Board shall use a system of progressive disciplinary action for repeated, similar, or related offenses. The severity of the offense may justify skipping some or all progressive steps. Each disciplinary situation shall be assessed on an individual basis, considering all pertinent factors. At the end of a period of 18 calendar months, if there are no further related incidents, the disciplinary process shall begin back at the first step. Should an administrator need to counsel an instructional staff regarding a concern, other than a classroom performance concern, the following program of progressive discipline shall be used:
 - 1. First Offense - Verbal Warning/Informal Meeting: The administrator shall document this conversation as a record of conference, summarizing email and/or verbal warning reduced to writing. This document shall not be placed in the instructional staff's personnel file. The document shall become null and void within a calendar year from the date of the occurrence if no other documented disciplinary matters have occurred.

2. Second Offense - Letter of Caution: means a written caution. This documentation shall be placed in the Human Resources Personnel File.
3. Third Offense - Written Reprimand This document notifies the instructional staff in writing of continuing concerns which may result in further disciplinary action if not corrected within a specified time. The written reprimand will be placed in the instructional staff's personnel file and will include a Corrective Action Plan for assistance. The Corrective Action Plan shall include: (1) explanation of deficiencies, (2) clear expectations for improvement, (3) assistance provided to the instructional staff, and (4) a detailed timeline for expected improvement.
4. Fourth Offense - Suspension with or without pay.
5. Fifth Offense - Termination.

In each step of the progressive discipline plan, the administrator shall provide evidence of the instructional staff's misconduct and include any corrective action, if any, taken to improve said misconduct.

- F. If an instructional staff is to be disciplined by the principal, the instructional staff shall have the option to be accompanied by a representative of his/her choice. Instructional staff must be notified in writing prior to being called in for a disciplinary interview.

ARTICLE XVI (16): MANAGEMENT'S RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the Board or the Superintendent of their rights, responsibilities and authority under Florida Laws, State Board of Education Regulations, School Board Policies, or any other laws or regulations. Except as specifically stated in this Agreement, all rights, powers, and authority the Board has prior to this Agreement are retained by the Board whether or not such rights have been exercised by the Board in the past.
- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequences of such action during the term of this Agreement.
- C. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement except as specifically provided for in this Agreement.
- D. It shall also be the sole right of the Board to hire all employees and subject to the provisions of law to determine their qualifications and conditions for their continued employment, their placement or their dismissal, suspension, layoff or demotion and to promote and transfer all such employees, except as expressly covered by this Agreement.

ARTICLE XVII (17): CONTINUITY OF OPERATION

- A. The Association agrees that neither it, nor the unit members, shall authorize, sanction, condone, engage in, or acquiesce in any strike as prohibited in Florida Statute, Section 447.505.

Any violation of this Article shall mean that the Association and/or employees involved may be held liable for any and all damages, injuries, or expenses incurred or suffered by the Board. Further, any employees involved may be subject to disciplinary action without recourse to the grievance procedure.

ARTICLE XVIII (18): TRANSFERS AND REASSIGNMENTS

- A. 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 an instructional staff to teach any part of the day at a different school from his/her current school assignment, excluding countywide assignments. A reassignment is from one subject area or department to another, or from one grade to another, within the same work location.
- B. Principals shall keep their faculties informed as to vacant positions in their schools by posting such vacancies at the instructional staff sign-in location and/or communicating electronically, through email. Instructional staff 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. Candidates interviewed for positions will be notified in writing or a personal phone call when the position has been filled.
- C. All changes in assignment should be voluntary; however, the principal may make changes in instructional staff 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 instructional staff is fully qualified and may not cause an instructional staff 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.
- D. Should there be a reduction/loss in funding for a program/position, the Professional Service Contract/Continuing Contract instructional staff in such a position will be able to remain at the school/worksite at which he/she is assigned in a position for which he/she is fully qualified, if such a vacancy exists. If there are no vacant positions available, the district will ensure placement in a position within the instructional staff's certification for the following year.
- E. An employee seeking a transfer must complete the online application (Skyward Employee) and apply for posted vacancies. A transfer will not be considered unless the instructional staff has taught in the District for one school year and is fully qualified and certified for the vacancy for which they are applying. Further, a transfer shall not be considered for the period of time from two (2) weeks prior to the start of the instructional contract year through the end of the fourth week for students, unless the vacant position represents a career-ladder or promotional opportunity (i.e., moving from a classroom teaching position to a guidance counselor, dean, instructional coach, etc.). This language may be waived if both principals mutually agree to the transfer.

- F. Involuntary Transfer: The Board and the Association recognize that it may be necessary to transfer an instructional staff or instructional staff 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 an instructional staff who has been teaching out of field of certification into his/her field of certification
 9. Comply with a court order
 10. Rezoning of schools
 11. Comply with state and federal legislation

When transfers become necessary, no new instructional staff will be placed to fill positions for which displaced instructional staff are fully qualified until the instructional staff have been offered these teaching positions.

- G. In unusual and special circumstances, the Superintendent may recommend to the Board that an instructional staff be transferred from one position to another specific position for cause. Any instructional staff being transferred under this section may not be placed into an out-of-field assignment or a position for which the instructional staff is not fully qualified, and the instructional staff may receive written reasons for the transfer, if so requested. Such transfers shall not become effective until approved by the Board.
- H. When involuntary transfers become necessary as a result of reasons 1 through 11, in section F, 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. Instructional staff 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 instructional staff with the most seniority in the District (as defined in section S) shall be transferred.
- I. In the event that an involuntary reassignment or transfer is necessary, the affected instructional staff, with a representative of his/her/their choice, shall be provided, upon request, an opportunity to meet and appeal and discuss the transfer with the Superintendent and/or his/her designee. The Superintendent or designee shall respond, in writing, to the affected instructional staff within 2 workdays of said meeting.
- J. If there are not enough volunteers for displacement, then involuntary transfers shall be made based upon certification and seniority, with the least senior instructional staff being transferred. All instructional staff remaining at the school

must be approved for their assignments and shall be fully qualified, or if not fully qualified, may be considered for an authorized out-of-field assignment.

- K. Any Continuing Contract/Professional Service Contract instructional staff required to involuntarily transfer shall be assigned to a position for which he/she is fully qualified, unless no such position exists. When an instructional staff is involuntarily reassigned or transferred to an out-of-field teaching assignment, and certification in that subject area becomes necessary for continuing employment, the Board shall issue a one-time reimbursement for successful completion of a certification exam. Refusal by the instructional staff to accept such assignment shall release the Board from any further obligation to that instructional staff.

- L. No elementary instructional staff shall be involuntarily reassigned to a different grade level within a school more than two times in a five-year period or more than two grade levels up or down (i.e., from 5th grade to 1st grade) except:
 - 1. As required by class size compliance.
 - 2. As a result of a change in enrollment that requires an adjustment in the number of instructional staff necessary in a grade level or subject area.
 - 3. In the instances where ESE Resource, ESE Self-Contained, Speech Language Pathologists, Special Area/Wheel PE, and ESOL Resource instructional staff need to be reassigned.
 - 4. Instructional staff who are assigned to grade level “looping” in which they are reassigned each year within the 2 grade levels band rotation.

- M. An instructional staff who is required to change classrooms will have assistance moving boxes and furniture and will be provided appropriate equipment to do the job safely.

- N. If an instructional staff is given a change of assignment or classroom during the school year, the instructional staff will be provided one (1) student contact day without students or assignments for the purpose of moving classroom and personal items from one classroom to another and/or planning and preparing materials for students in preparation for student instruction or other assigned duties.

- O. If an instructional staff is transferred during the school year, the instructional staff will be provided two (2) student contact days without students or assignments for the purpose of moving professional and personal items from one school to another, setting up classroom and preparing materials.

- P. Employees who are involuntarily reassigned/transferred to a different level shall be allotted three hundred dollars (\$300) to purchase materials and supplies to support their instruction and classroom environment through a school-based purchase order. Levels will be defined as follows:

Level 1 – grades PreK-2

Level 2 – grades 3-5

Level 3 – grades 6-8
Level 4 – grades 9-12

Any instructional staff being involuntarily reassigned shall not be deprived of his/her contractual salary for the remainder of the contract year.

- Q. The Superintendent shall submit the contract renewal recommendations for employment to the Board for action at least three weeks prior to the end of the school year. Any highly-effective or effective annual or probationary contract instructional staff, whose position is eliminated, shall be granted an interview when additional positions arise within the District for which the employee is certified, qualified and applies.

- R. Seniority is defined as continuous service, which begins with the effective date of employment as an instructional staff in the District. If the employment dates as documented on the School Board's agenda are the same for more than one instructional staff, and it becomes necessary to determine the order of seniority among said instructional staff, then the date/time that each was nominated as an instructional staff candidate as documented on the automated recruitment and hiring system candidate report will be used to determine seniority. Approved leaves of absence will not be considered as a break in service/seniority.

ARTICLE XIX (19): VACANCIES AND PROMOTIONS

- A. In all cases as described herein a vacancy shall be construed to mean an open position as a result of:
 - 1. Promotion
 - 2. Resignation
 - 3. Retirement
 - 4. Termination
 - 5. New Staffing or Position
 - 6. New Operation - Start-up
 - 7. School to school transfer

- B. Vacancies - After reassignment and/or transfers take place, vacancies will be posted. All vacancies in the bargaining unit shall be posted until filled, for a minimum of three (3) workdays.

- C. Promotions - All promotional vacancies not in the bargaining unit for which a bargaining unit member is qualified to apply, shall be posted for a minimum of three (3) workdays.

- D. Internal candidates shall be given first consideration if they are certified for the position and have the minimum qualifications as per the job description and the guarantee of an interview by an administrator at least once in a 3 year period for similar positions. The Human Resources department shall develop and maintain the list for tracking this information.

- E. Vacancies for positions expected to continue for at least (8) eight consecutive weeks shall be posted. The filling of posted vacancies shall not take place until the application deadline has passed. However, nothing in this article shall be construed to prohibit the filling of a vacancy in the bargaining unit on a temporary basis, as a substitute instructional staff, while this procedure is being followed.

ARTICLE XX (20): REDUCTION IN FORCE

The Flagler County School District and Flagler County Educators Association mutually agree to suspend the term “seniority” within Article XII, where it impacts the processes of Reduction in Personnel until state law is overturned or modified. Such reduction in the interim will be conducted pursuant to the provisions in Florida Statute 1012.33 (5).

- A. In the event the Board determines that the professional employees must be reduced due to decrease of work, lack of operating funds, or other economic and/or efficiency reasons, the Board will give written notice to the professional employees affected. The Board and the Association will meet before notification of employees. the district will provide written notification to the Association no later than thirty (30) calendar days before the action is to become effective.

The notification shall include the following information:

- The reason(s) for the reduction in force
- The projected number of positions affected

- B. If reduction in force becomes necessary, written notification of the reduction shall be given to the affected employee no later than fifteen (15) calendar days before the action is to become effective.

- C. Upon receipt of notification of reduction in force, employee(s) may update their address and telephone number in the FCSB computer system prior to the last date of employment to ensure that the Human Resources Department has accurate records for further communication. Should changes in contact information occur after the last date of employment, the information may be sent directly to the Human Resources Department.

- D. The order of reduction shall normally be determined by qualifications and certification with the following considerations:

- First, normal attrition
- Second, certification, formal evaluation ratings, and program needs
- Third, in the event all are equal, the following shall occur:
 - First, lowest evaluation rating for the last two most recent evaluations
 - Second, lowest evaluation ratings numerical values of the last two most recent evaluations.

- E. Should the Board have to choose among its personnel who are on annual contract as to which would be retained, priority criteria shall be first: certification, second: seniority, and third: satisfactory performance as to current employment date as an instructional staff.

- F. If professional employees are to be recalled, the Board shall determine the number of positions recalled.

- G. Professional employees who are laid off shall be offered recall in reverse order of layoff to vacant positions which they are certified (and qualified if for specialized

adult and postsecondary courses/programs) to fill, except where otherwise necessary to assure a racially balanced staff in each school.

- H. Professional employees will be recalled as outlined above for twenty-two (22) months from date of Reduction in Force as follows:
- Notice of recall shall be addressed to the professional employee's last address appearing on the personnel records of the District Office, by certified mail, return receipt requested.
 - A copy of the notice of recall shall be sent to the Association simultaneously. Within five (5) workdays from date of receipt of such notice of recall, the professional employee shall notify Superintendent or designee, in writing, whether or not they desire to return to the position for which recalled. Failure to reply, or if there is no desire to return to such position, the professional employee shall forfeit rights to recall.
 - Otherwise, the professional employee shall report for such duty within ten (10) working days from the date of attempted delivery of the recall notice. Except that an employee who is employed in another school district at the time of recall shall be allowed to complete their contractual obligation and remain on the Reduction in Force list.
 - In the event the professional employee shall fail to report for duty within the time specified above, all rights to recall shall be forfeited.
- I. When an instructional staff who was released through the Reduction in Force process is notified in writing (via email with “read receipt” notification) that a teaching position is available, the instructional staff will have twenty-four (24) hours after receipt of notification to verify in writing his/her intent to return. The instructional staff will have ten (10) days after receipt of notification to return to work except in extenuating circumstances. Failure to do so will result in the instructional staff being dropped from the recall list.
- J. One district-wide seniority list based upon service with the district as of June 30, 1991 shall be established and updated annually.
- K. Any employee in the bargaining unit who was released through the Reduction in Force process shall be added to the substitute list.

ARTICLE XXI (21): EMERGENCY SCHOOL CLOSING

- A. When in the judgment of the Superintendent, extreme weather condition, fire or other acts of God require closing the schools, and the decision is made prior to the regular opening time, information about the school closing shall be released to employees via all appropriate methods of communication (i.e. robocall, email, social media, news outlet, local radio stations, etc.).
- B. If the school is closed after the regular opening hour, the Superintendent or his designee will notify instructional staff through the building principals of the closing. The notification shall include the method by which instructional staff will be informed when to return to work.
- C. When school(s) is closed by the Superintendent for reasons set forth in A above, but excluding conceded absences of school system employees, members of the bargaining unit will be paid their regular salaries and no leave days previously arranged by an instructional staff will be deducted for such emergency days.
- D. In the event that any day(s) are lost due to emergency school closing(s), the Board will request that the State Board of Education forgive such days.
- E. Instructional staff shall be given a minimum of twenty-four (24) hours' notice prior to being expected to report to work following an emergency school closing.
- F. When a school is officially closed by the Superintendent, and if the state requires the district to make-up day(s), the Superintendent or his/her designee shall meet with the Association President or his/her designee as soon as practical to develop an adjusted calendar, subject to Board approval.

ARTICLE XXII (22): LEAVE

A leave of absence is permission granted by the Board or allowed under Board policies for an employee to be absent from duty for a specified period with the right to return to employment on the expiration of leave.

Leave may be with or without pay as provided by Florida and Federal laws, regulations of the State Board, and Board policies.

For any absence that is without pay, the deduction for each day of absence shall be determined by dividing the annual salary by the number of days/hours for the annual employment period.

A. General Provisions

1. Application for Leave. An application for leave shall be in writing and on the form prescribed by the Board and shall be directed to the Board. The principal or supervisor, or other person under the direct supervision of the Superintendent, shall submit any leave application directly to the Superintendent.

Approval of Leave. In accordance with Board policy, either the Board or Superintendent will approve or deny requests for leave. When such determination is made, employee will be notified of such approval or denial. No leave, except military leave, will be granted beyond the school year in which approved by the Board unless specifically approved and extended by the Board.

2. Effective Date of Leave. The effective date of any unpaid leave of absence shall be the first day on which a Board employee is not paid unless otherwise provided in Board policy. The effective date of any paid leave of absence shall be the first day on which a Board employee does not work.
3. Any member of the bargaining unit returning to duty from leave within thirty (30) working days shall be returned to the same position. Employees on leave in excess of thirty (30) working days are not guaranteed the same position or location by the Board. Members of the bargaining unit who fail to return on the date agreed to in the leave request may be subject to termination unless an extension has been requested and granted or a medical emergency prevents notification.

B. Sick Leave

1. Accrual of Sick Leave. Employees employed on a full-time basis are entitled to 4 days of sick leave as of the first day of employment of each contract year and shall thereafter earn 1 day of sick leave for each month of employment until the number equals the number of months employed, which shall be credited to the employee at the end of that month and which may not be used before it is earned and credited to the employee. There is no limit to the number of days of sick leave that can be accumulated.

2. Use of Sick Leave. Accrued sick leave shall be taken only when the employee's service is interrupted by temporary disability which renders him/her incapable of performing his/her duties, or because of the illness or death of his/her father, mother, brother, sister, husband, wife, child, other close relative, or member of his/her own household. The term "temporary disability" as used herein shall include personal illness or injury and, in addition any temporary disability of the employee arising out of pregnancy, childbirth, miscarriage, abortion, or recovery there from which renders the employee physically incapable of performing assigned duties.

An employee who has used all accrued sick leave but who is otherwise entitled to sick leave shall be granted sick leave without pay if all requirements in this Agreement and Board policy are met. The claim for such sick leave shall clearly state that the leave is without compensation. An application for sick leave due to extended illness shall have attached to it a statement from a practicing physician certifying that such leave is essential and indicating the probable duration of the illness and the needed leave.

Sick leave shall not be used prior to the time it is earned.

Claim for sick leave shall be filed with the Superintendent or his/her designee, within five (5) working days upon return of the employee to duty. The claim shall be in writing and shall set forth the days absent and that such absence was allowable under the provisions of Florida Statutes. The claim shall be duly signed by the employee certifying that the facts are true and correct and that the claim is valid and legal.

The Superintendent (or designee) may request verification of illness or disability from any employee utilizing said sick leave and the employee shall provide at his/her own expense such verification upon request.

Requests for Verification of Sick Leave

- sick leave usage exceeds five (consecutive) workdays
- the employee has exhausted all leave earned during the current school year.

Any employee found to have fraudulently used sick leave is subject to disciplinary action up to and including termination.

3. Notice of Need to Take Sick Leave in Emergency Situations. In the event of an emergency, an employee seeking to use sick leave must promptly report the need to take sick leave to their supervising administrator as promptly in advance as possible.
4. Transfer of Sick Leave. When an employee of the Board interrupts service and subsequently returns to duty in the District without having transferred his/her sick leave credit to another Florida school district, such accrued sick leave credit shall become valid on the first (1st) day of contractual service.

An employee may transfer sick leave earned in a similar capacity with another Florida school district to Flagler County as set forth in Florida law.

However, no transferred leave shall be credited to an employee's account at a rate, or in an amount exceeding that earned while an employee of the Board. The employee is responsible for the request for transfer of sick leave.

5. Terminal Pay. When an employee retires and receives terminal pay benefits based on unused sick leave, all unused sick leave credit shall become immediately invalid.

C. Personal Leave

1. Amount and Use. The Board shall grant up to six (6) days leave for personal reasons. The number of such approved leave days shall be limited to 10% of classroom teaching faculty per school center on any given date. Written application without stating reasons for such leave shall be made to the Superintendent or his designee at least two (2) instructional staff employment days prior to the desired onset of such leave.

An instructional staff may be approved for personal leave of absence without pay when he/she has to be absent from his/her duties because of personal reasons. This leave shall be applied for and approved in advance. Such personal leave can be denied when it interferes with student safety or the educational needs of students served.

In case of emergency leave shall be granted after the fact with the submission of written application upon return to work, provided the designated administrator is notified and the instructional staff made necessary arrangement for a substitute, if required. Noncompliance with this provision will result in the employee having the day deducted from his/her next paycheck. Personal leave when granted shall be deducted from accrued sick leave and is not cumulative. For the purposes of this contract, sick leave is defined as stated in Florida Statute 1012.61.

2. Other Types of Personal Leave.
 - a. Limited Professional Leave. Leave not in excess of fifteen (15) days may be granted authorizing absence from contractual duties to engage in activities which will result in professional advancement or which will contribute to the teaching profession. This type of leave may be granted by the Board and when granted may be with or without compensation. Extended professional leave without pay must be granted for professional improvement in excess of fifteen (15) days but for a period not to exceed one (1) year.
 - b. Military Annual Training. Employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard are entitled to a leave of absence from their respective duties, without loss of personal leave, pay, time, or efficiency rating, on all days during which they are engaged in training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active or inactive duty.

A leave of absence to attend military training may not exceed 240 working hours in any one annual period.

Administrative leaves of absence that are granted for additional or longer periods of time for assignment to duty functions of a military character shall be without pay and without loss of time or efficiency rating.

- c. Jury/Witness Duty. An employee who is required to serve as a juror or subpoenaed as a witness will be granted leave with pay. The employee is required to return to work on the first workday following their release from jury duty or the subpoena.
- d. Maternity Leave. Maternity leave is without pay and shall be granted following request by the employee. Optionally, a bargaining unit member may elect to continue working until certified by a physician as being unable to perform the duties, at which time accrued sick leave will be granted, and the employee shall return to work as soon as physically able.
- e. Extended Illness. Extended illness exceeding accrued sick leave (including members of the immediate family as defined in Sections 1012.61-68, Florida Statutes) may be granted without pay.
- f. Child Care. Employees may be granted up to one (1) school year without pay for the purposes of child care.
- g. Bereavement Leave. In the event of a death of a member of the immediate family (parent, spouse, domestic partner, child, grandparent, grandchild, sibling), an employee on permanent status may be granted up to five (5) days of paid leave at the discretion of the Superintendent or his/her designee. In the event of a death of a family member (aunt, uncle, niece, nephew, mother-in-law, father-in-law, sister-in-law, son-in-law, daughter-in-law) an employee on permanent status may be granted upon request paid leave of up to three (3) days at the discretion of the Superintendent or his/her designee. Bereavement leave is of special nature and may not be deferred or converted to any other purpose. It is not charged against any other leave account. Application shall be made to the Superintendent and granted by the Superintendent, or his/her designee, at his/her discretion, in advance whenever possible. The employee will not be paid bereavement leave for days not scheduled to work. In order to honor a request for bereavement leave, documentation of the death (i.e., newspaper obituary, funeral program, or death certificate) may be required by the Superintendent.
- h. Leave Provided through Board Policies. In addition to the various types of leave set forth in this Agreement, employees are further entitled to any leave authorized by the Board as set forth in Board policies.
- i. Other Leave Without Pay. Unpaid leave may be granted for other purposes not addressed in this Agreement or Board policies when mutually agreed upon between the employee and administrator. The

employee must provide a written explanation to the administrator of the reasons justifying the request for unpaid leave. The administrator has authority to approve or deny the request.

- j. **FMLA Family and Medical Leave Act**
The parties recognize that the district is bound to comply with the provisions of the federal Family and Medical Leave Act (“FMLA”), which may be amended from time to time. The district shall provide a copy of all current FMLA policies in electronic format for distribution and posting to its membership for reference purposes.
- k. **Absence Without Leave.** Any employee who is willfully absent from duty without leave shall forfeit compensation for the time of the absence, and the employee’s contract shall be subject to cancellation by the Board. In addition, such absence without leave shall interrupt continuity of service.

ARTICLE XXIII (23) – SICK LEAVE BANK

- A. Sick Leave Bank Committee (SLBC): A sick leave bank shall be established for participating employees. Such bank shall be administered by a committee composed of nine (9) persons, three of which are selected by FCEA, three selected by FESPA and three appointed by the Superintendent. The SLBC shall insure adherence to all procedures, rules, laws and regulations in effect and with the terms of this contract as ratified or amended.
- B. Definition of Leave Day: As used in this article, one day of leave shall mean the equivalent in required work day hours.
- C. Membership: Any employee who has been employed a minimum of one (1) year in Flagler County and who has an accumulation of a minimum of eight (8) days of sick leave on record shall be eligible for membership in the bank. Such membership and participation shall, at all times, be voluntary. Each participating employee shall contribute one (1) day of earned sick leave by October 1. This day shall not be returned to the employee unless the bank fails to come into existence in accordance with the following rules. No further contributions to the bank shall be necessary except as provided below for the replenishment of the bank.
- D. Procedures and Audit: The SLBC shall consult with and comply with procedures developed between the Personnel Department and Finance Department regarding the identifying and recording of contributions.

These Departments will provide the Association with verification of Sick Leave Bank enrollment to the extent practicable by October 15. Such record keeping and procedures shall be audited by these Departments to ensure compliance with regulations. The SLBC will make available to all participants and the School Board an annual report of the usage and status of the Sick Leave Bank.

- E. Sick Leave Bank Rules:
 - 1. The Sick Leave Bank shall have a minimum of one hundred seventy-five (175) days on deposit before being activated. At no time shall the balance of days on deposit fall below zero (0).
 - 2. When the balance of days on deposit falls below one hundred (100) days, all participating members shall contribute one (1) additional day in order to replenish the bank to the level established in (1). Exception: Sick Leave Bank members who have no accumulated sick leave shall be required to contribute the additional day as soon as a sick leave day is available under normal earning of sick leave.

Any employee not contributing under this provision shall be considered to have dropped his/her membership and shall not have his/her previously contributed days returned. The one (1) day contributed under this section (2) shall not be returned to the employee unless the bank fails to be reactivated. Failure to reactivate with the 200 day minimum in (1) shall result in the bank being

suspended. Reactivation from suspension could occur only under procedures in 36.03. Membership.

F. Use and Application

1. Sick leave drawn from the bank by participating members must be used for said members' prolonged personal illness, accident, or injury. Such things as Elective Surgery or Cosmetic Surgery shall not be covered. An illness or injury shall be considered prolonged (1) where there is no reasonable expectation that the employee will be physically able to return to employment within 3 months of the date of application to draw Sick Leave Bank days, or (2) where due to unexpected complications, the injury or illness causes the member to be physically disabled for three (3) or more months after the requirement of (3) (b) and (3) (c) below are met.
2. No member shall be eligible to use the bank until he/she has exhausted all accumulated sick leave and annual leave on record.
3. Any member wishing to use the bank must have been a member of the bank for at least thirty (30) working days before contraction of the illness unless waived in the case of extreme emergency by the SLBC. In addition, the member must have been absent for a minimum of ten (10) consecutive work days without pay.
4. Any member applying for days from the Sick Leave Bank must have filed an application with the Board for Extended Sick Leave that has been received by the Personnel Office and approved pending Board action. Written notification to the Sick Leave Bank Committee will be made within three (3) working days of the Personnel Office approval or disapproval.
5. Any member applying for days from the Sick Leave Bank must file an application with the committee. This application must be accompanied by a form filled out by the doctor who certifies the illness or disability and the length of anticipated physical disability. The member must certify in the application the date leave began, the date sick leave will be exhausted, the date on which the Sick Leave Bank is requested, and the necessity for the extended leaves. The committee reserves the right to request a second medical opinion at the cost of the applicant. All medical and application records shall be held in confidence by the SLBC.
6. No member shall be permitted to use the Sick Leave Bank if he/she is drawing workers' compensation.
7. No member shall be eligible to draw more than thirty (30) days from the bank during any school year.

G. Abuse

1. If a member is found to have abused the use of the Sick Leave Bank, he/she shall repay the days drawn from the bank and be subject to such other disciplinary action as determined by the School Board.
2. A member may be required by the Sick Leave Bank Committee to provide copies of medical reports filed with the Superintendent's office in accordance with the Leaves Article concerning the applicant's condition requiring sick leave bank days. Strict confidence will be maintained.

H. Withdrawal from Sick Leave Bank: Employees wishing to withdraw membership in the Bank shall not have their contributed sick leave days returned.

- I. Hold Harmless: The Association and members of the bargaining unit shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken, or not taken, by the Board for the purpose of granting this procedure for employees to use this Sick Leave Bank.

ARTICLE XXIV (24): INSURANCE

- A. The Board shall provide, without cost to the employee, group term life insurance for a twelve (12) month period at a minimum amount of twenty thousand (\$20,000) dollars for each instructional staff.
- B. The Board shall contribute five hundred sixty-two dollars and eleven cents (\$562.11) per month per employee toward the cost of medical insurance protection for a twelve-month period for each instructional staff or choice of a cost factor not to exceed the Board's contribution rate to its major carrier applied to a health maintenance organization. The Board will increase its current health insurance contribution up to a maximum of 5% per year, provided such an increase is reflected in the rate adjustment made by its current carrier. Should the health insurance cost increase by more than 5%, the Association and Board agree to reconvene talks.
- C. An insurance committee of fifteen (15) people - five (5) appointed by the FCEA President, five (5) appointed by the FESPA President and five (5) from the Administration shall make the decision on any changes in the total insurance coverage, subject to the approval of the Board.

The above committee shall meet and review bids for insurance coverage so as to be able to renew by September 1st of each year. Further, the committee shall look into the feasibility of coordinating the anniversary date of the policy with expiration date of the contract.

- D. In the event that an employee has exhausted sick leave accrual, the above mentioned fringe benefits may be continued at the employee's expense if the carrier allows.
- E. The Board will contribute an amount not to exceed \$5.59 (five dollars and fifty-nine cents) per month toward optical insurance protection and a contribution not to exceed \$20.28 (twenty dollars and twenty-eight cents) per month toward dental insurance protection for a twelve (12) month period for each instructional staff.
- F. Implementation of the Board's contribution to Sections A and B shall take place during the first premium payment following ratification by both parties. Retroactive premium payment shall be made for September and October.
- G. The Board shall provide, without cost to the employee, Long-Term Disability Insurance for a twelve (12) month period.
- H. When an employee does not work a majority of the work days during an employment month due to personal illness or injury and has exhausted all sick leave, the Board agrees to continue its payments for insurance benefits for the employee for one (1) month.
- I. All insurance deductions will be based on 22 deductions throughout the year.

ARTICLE XXV (25) – PROFESSIONAL COMPENSATION

- A. The basic salaries of instructional staff covered by this Agreement shall be as set forth in the Salary Schedules of this Agreement.
- B. Adjustment to higher salary levels will be made upon submission by the instructional staff of appropriate evidence of additional academic credit earned. These adjustments shall be made following admission of the appropriate evidence at least ten (10) days prior to the beginning of each semester.
- C. Beginning in the 2023-24 school year, all instructional staff new to Flagler County Schools shall receive credit on the Flagler County School District's salary schedule for all previous teaching experience and be placed at the same step on the salary schedule as other Flagler County instructional staff with the same number of years of experience.
- D. Extra-pay-for-extra-duty positions shall be those as set forth in Appendices E, F, G and H which are attached to and incorporated in this Agreement. Instructional staff assigned to such positions shall be paid in accordance with said Appendices.
- E. In order to be appointed Department Head or Lead Instructional Staff, the employee must be certified in the area in which he/she is appointed to be Department Head or Lead Instructional Staff and have worked at the site for a minimum of one (1) year. The intent of this language is to give first priority to instructional staff at the school who are certified in that field.
- F. Any instructional staff who must use a personal automobile or otherwise provide transportation when on school district business for non-overnight travel, shall be reimbursed by the Board the amount allowed by state law. Such mileage reimbursement shall not include routine travel to and from the instructional staff's home and the school to which assigned. Any instructional staff who must travel overnight on District business shall use a rental vehicle with the company on contract with the District or a District-issued vehicle. The cost of other expenses incidental to travel, such as meals and lodging, when on school district business, shall also be reimbursed by the Board.
 - 1. Meals: Board shall reimburse by the amount allowed by the state law.
 - 2. Rooms: Board shall reimburse for lodging at single occupancy rate the actual expense incurred, provided, however, that such expenses are substantiated by paid bills therefore.
- G. Instructional staff shall receive six (6) paid holidays as follows:
 - Labor Day
 - Thanksgiving and the day after
 - Martin Luther King Jr. Day
 - President's Day
 - Memorial Day

- H. Salaries of bargaining unit members employed in all FTE supported programs except Adult Basic, Adult General, and Adult Vocational will be computed at an hourly rate based on the following formula: Annual salary \div 196 \div 7.25.
- I. All instructional staff in the regular K-12 program who teach in the Adult Basic, Adult General and Adult Vocational Programs for extra pay shall be paid no less than (fifteen) \$15.00 per hour.
- J. All community education instructional staff shall be paid according to a contractual agreement based on the money generated by the enrollment in the course but in no case shall the amount paid be in excess of that generated by the formula contained in Article XVIII, Section G.
- K. Instructional staff may waive their contractual agreement of having a planning period to teach an additional class and will be compensated with a stipend in the amount of \$5,400.00.
- L. Beginning July 1, 2023 upon separation of service from Flagler County Schools due to retirement, an instructional staff shall be paid a \$7,315 retirement supplement if such service has been for 10 consecutive years in Flagler County, and the employee is 55 years of age or older and/or has 30 years of service. The payment shall be in the first payroll after confirmation of applicability by the Personnel Department.
- M. For instructional staff hired after July 1, 2011 only, advanced degrees must be in the individual's area of certification as per Florida Statute.
- N. Specialist degree: To qualify for the Specialist Degree supplement, an individual must either have earned, from an accredited university, a Specialist Degree and be able to prove with documentation of same, or be in a doctoral approved program and submit validation of the completion of at least 30 semester hours. The word valid should be interpreted as a valid college transcript showing the number of completed hours.
- O. For terminations other than retirement and death benefit, the Board may provide terminal pay to eligible employees for accumulated sick leave not to exceed an amount determined as follows:
 - 1. Beginning the 4th year of service and continuing through the 6th year of service, the daily rate of pay multiplied by forty (40) percent times the number of days of accumulated sick leave.
 - 2. During the next three (3) years of service, the daily rate of pay multiplied by forty-five (45) percent times the number of days of accumulated sick leave.
 - 3. During and after the 10th year of service, the daily rate of pay multiplied by fifty (50) percent times the number of days of accumulated sick leave.
- P. **TERMINAL PAY BENEFITS** - Any full-time employee and the Superintendent shall be entitled to terminal pay for unused accumulated sick leave at the time of normal retirement, or to his/her beneficiary if service is terminated by death. If any employee enters DROP, normal retirement is at the end of DROP participation.

1. Terminal pay shall be computed at the daily rate of pay of the instructional staff member at the time of retirement or death and the rate of pay for this purpose shall be the yearly salary divided by two hundred sixty (260) days, each multiplied by the following number of accrued and valid sick leave days credited to the person in the Flagler County School District:
 - (a) During the first three (3) years of service in Flagler County: thirty-five (35) percent of accumulated days.
 - (b) During the next three (3) years of service in Flagler County: forty (40) percent of accumulated days.
 - (c) During the next three (3) years of service in Flagler County: forty-five (45) percent of accumulated days.
 - (d) During the next three (3) years of service in Flagler County: fifty (50) percent of accumulated days.
 - (e) During and after the 13th year of service in Flagler County: one hundred (100) percent of accumulated days
2. "Normal retirement", as used herein, shall be interpreted in the manner defined by Sections 1012.61 (1) and 1212.65, Florida Statutes.
3. Any person entitled to terminal pay benefits shall have been under contract, or elected to render services for the period immediately preceding retirement or death.

Q. COMPENSATION:

Instructional staff who remain on the grandfathered salary schedule, who receive a rating of effective or highly effective on their most recent evaluation, shall continue to automatically advance one step on the salary schedule, unless the school Board, in developing its yearly budget, finds it necessary to use the unassigned reserve funds to balance and or meet its statutory obligations, including performance pay, then the parties agree to return to the table to negotiate a step increase. In the event that the district is requesting a negotiated step to build its annual budget, a detailed budget presentation outlining the need to do so will be made to the bargaining team.

R. Both parties agree to the rate of pay for instructional personnel of pay at \$35.00 per hour for all instructional personnel holding a valid State of Florida teaching certification who are employed to teach in a district approved summer, or before/afterschool program.

S. Instructional staff Providing Emergency Class Coverage - In all cases, every effort shall be made to secure a substitute in the event of a classroom instructional staff's absence. Any unfilled substitute assignments shall be rotated equitably among all professional employees; volunteers will be sought first. For the purposes of this article, an "emergency" is when an instructional staff is unable to be present for an entire school day and the district is unable to locate a substitute instructional staff from the existing pool. The building principal retains sole authority to determine when an emergency exists. The instructional staff will receive compensation based on the following conditions:

1. Instructional staff who give up their planning period in order to cover for an instructional staff who is absent shall be paid at a rate of one-sixth (1/6) of the daily substitute rate of pay for a certified substitute instructional staff per period for a seven period day.
2. Instructional staff into whose class additional students are placed by the principal/designee, due to another instructional staff's absence, shall be as follows:

For half-day coverage: An amount equal to half the daily substitute rate for a certified substitute instructional staff, divided between the number of instructional staff taking additional students.

For full-day coverage: An amount equal to the daily substitute rate for a certified substitute instructional staff, divided between the number of instructional staff taking additional students.

3. Non-rostered instructional staff who are used to substitute on an emergency basis shall be eligible to receive compensation at their hourly rate on days they substitute as follows:

Up to one half-day: 0.5 hour at the instructional staff's hourly rate of pay.

Over one half-day: 1 hour at the instructional staff's hourly rate of pay.

To be eligible:

- The instructional staff must be a non-rostered instructional staff who is substituting on an emergency basis. Those who are filling a vacancy or temporarily assigned to a position (in lieu of their regular position) would not be eligible.
- The instructional staff member must substitute for at least one (1) hour of the day or a minimum of a 45 minute class period at the secondary level.

- T. Instructional staff who cover in the event of an instructional staff's absence under the terms of this article are required to submit district-approved documentation within two (2) working days to principal or designee to account for the additional compensation.

ARTICLE XXVI (26) – STIPENDS FOR IN-SERVICE

- A. An employee who attends district in-service programs that are conducted outside the regular Duty day shall be compensated at the rate of \$200.00 for a six-hour in-service and \$100.00 for a three hour in-service (\$200/\$100).
- B. Stipends will be provided for all three or six hour district initiated in-service programs outside of the workday until the allocated funds in the stipend budget have been expended.

ARTICLE XXVII (27): DIFFERENTIATED PAY

- A. Critical Instructional Staff Shortage Areas: Critical instructional staff shortage area for Flagler County School District will be determined by state statute 1012.07 with additional areas being added by the district if necessary. The determination and approval will occur by June for the upcoming school year. New instructional staff recruited into these teaching positions will receive a one-time bonus of \$1,000 to be paid upon successful completion of the probationary period.
- B. Additional Responsibilities: Instructional staff who perform additional duties will be paid an approved supplement for carrying out those assigned duties. (See approved supplement list in appendices E & H).
- C. Supplement Committee - The Supplement Committee will meet to review the complete list of positions presently receiving supplements, and others that they consider should be receiving supplements, to determine the recommended supplemental pay for each position. The committee shall consist of up to six (6) members, (2 from each level) selected by the Association and up to six (6) members of management selected by the Superintendent or designee. The committee should be a cross section representing the broad range of supplements. This committee will meet a minimum of once each year. This committee will make recommendations to the joint bargaining teams by June 30th of the current contract year.
- D. Extended Year Contracts: It is understood that various positions may be contracted for a number of days beyond the contractual 196 days. If any positions are contracted beyond the Board approved days, the compensation for those days shall be based on a daily rate of pay for the individual filling that position. Extended year contracts may be offered on a voluntary basis.
- E. Specialized Job Supplements
 - 1. Advanced Degrees and Endorsements: Instructional staff who earn advanced degrees in education, such as a masters, specialist or doctoral degrees, will be paid a supplement as approved in the salary schedule.
 - 2. School Psychologists who hold a national certification through NCSP will receive \$500 per semester.
 - 3. Speech Language Pathologist (SLP) hired full time by the district and who holds his/her Certificate of Clinical Competence (CCCs) by The American-Speech-Language-Hearing Association (ASHA) will also receive \$500 per semester.
 - 4. Regular classroom instructional staff who hold an endorsement in reading and/or ESOL and are teaching in a course that requires that endorsement will be paid \$500 per semester.
 - 5. High school instructional staff will be paid \$500.00 per semester based on their course assignments.
 - 6. Secondary instructional staff who complete the Content Area Reading Professional Development (150 hour bundle), and/or have been assigned to provide intervention for level two readers will also receive the supplement.

7. Instructional staff who are hired specifically for ESOL, i.e., secondary ESOL instructional staff and elementary ESOL resource instructional staff, are not eligible for the supplement.
 8. Reading Coaches are not eligible for the supplement. (This is attributed to the fact that those instructional staff are required to hold that specific certification in order to qualify for the position).
- F. Instructional staff identified for differentiated pay in this section may receive only one award per year. If an instructional staff qualifies for multiple awards, they will receive the award of the highest amount.
1. Instructional staff at a Low-Performing School (“F” or “D” rating)
 - (a) Supplement Amount: \$1000
 - (i) Performance incentive will be paid to instructional staff who receive a highly effective or effective on their summative evaluation score
 - (ii) Performance incentive will be paid for the FINAL school grades to all instructional staff who are still employed in paid status on the last day of the instructional staff’s work year, if school letter grade is raised by one letter grade.
 2. Instructional staff at a Title I School
 - (a) Supplement Amount: \$500
 - (i) Performance incentive will be paid to instructional staff who receive a highly effective or effective on their summative evaluation score.
 - (ii) Performance incentive will be paid for the FINAL school grades to all instructional staff who are still employed in paid status on the last day of the instructional staff’s work year, if school letter grade is raised by one letter grade, or maintain the A.
 3. Highly Effective instructional staff who voluntarily transfer or are involuntarily transferred to a school whose most recent grade was a C or below.
 - (a) Supplement Amount: \$1000 prorated as to the start date.
 - (i) It is mutually understood that this stipend will be paid one time within two pay periods of the beginning of the year of the transfer.
 - (ii) Performance incentive will be paid to instructional staff who receive a highly effective or effective on their summative evaluation score.
 - (iii) Performance incentive will be paid for the FINAL school grades to all instructional staff who are still employed in paid status on the last day of the instructional staff’s work year, if school letter grade is raised by one letter grade, or maintain the A.
- G. Each instructional staff employed during a school year and receiving differentiated pay based upon educational attainment (advanced degrees) and who is re-employed for the following school year will continue to receive differentiated pay.

ARTICLE XXVIII (28): IFLAGLER VIRTUAL SCHOOL

- A. Instructional staff employed as iFlagler instructional staff shall be entitled to all rights and privileges guaranteed within the Collective Bargaining Agreement unless specifically modified within this section.
- B. Full time iFlagler instructors shall work thirty-six (36) hours and fifteen (15) minutes each week as defined for full-time instructors. Work schedule will be set by administration after determining the needs of students and receiving input from the instructional staff. It is expected instructional staff will establish weekly contact hours during which students and parents will be able to communicate verbally with the instructional staff. Instructional staff will respond to student and parent communication no later than the following school calendar day.
- C. Instructional Personnel will be expected to report to their designated location to assist with the administration of required state and district assessments.
- D. When determining class size for full time virtual instructional staff, the instructional staff workload, the number of preps, and the number of touch points associated with the course will be taken into consideration. Either the instructional staff or leadership can request a review of these factors.
- E. iFlagler full-time instructors shall participate in one (1) day of professional development yearly within the iFlagler/FLVS platform. Instructional staff will participate in the prescribed professional development and submit follow up material in accordance with the FCSB professional development policy.
- F. iFlagler full time instructors will be provided the necessary equipment to teach virtually.

ARTICLE XXIX (29): FLAGLER TECHNICAL COLLEGE

- A. Instructional staff employed as Flagler Technical College instructional staff shall be entitled to all rights and privileges guaranteed within the Collective Bargaining Agreement unless specifically modified within this section.
- B. In order to support the development and implementation of the Flagler Technical College, the Board and Association agree to provide flexibility and resources to the extent possible for the implementation of the technical school.
- C. The parties agree that FTC staff shall be given greater flexibility to develop innovative programs to meet the common goals of the Board and the Association. When such a program has the effect of deviating from the existing contract, the deviation will be negotiated prior to implementation.
- D. All provisions of this agreement will apply to FTC employees who are included in the bargaining unit.
- E. If any FTC initiative is contrary to the terms of the collective bargaining agreement, the deviation from the collective bargaining agreement will require a waiver or MOU, in writing. The contract waiver will be considered an addendum to the collective bargaining agreement, must specify the contractual provisions waived, the nature and duration of the contract waiver, and the employees affected by the contract waiver and must be signed by both parties to the agreement. Any dispute as to its interpretation or application will constitute a grievance within the meaning of this agreement.
- F. Professional Employee Working Conditions:
 - 1. Planning periods are provided for the purpose of instructional planning.
 - 2. Full-time Flagler Technical College instructors shall be given 150 minutes of planning time during the employee workweek.
- G. Instructional Employee Compensation:
Instructional staff of Flagler Technical College whose annual contract exceeds beyond 196 days contract will be compensated at their daily rate of pay.

2023-24
Salary Schedule

STEP	SALARY
0-9	\$49,451
10	\$49,813
11	\$50,963
12	\$52,113
13	\$53,263
14	\$54,413
15	\$55,563
16	\$56,713
17	\$57,863
18	\$59,013
19	\$60,163
20	\$61,313
21	\$62,463
22	\$63,613
23	\$64,763
24	\$65,913
25	\$67,063
26	\$68,213
27	\$69,363
28	\$70,513
29	\$71,663
30	\$72,813
31	\$73,963
32	\$75,113
33	\$76,263
34	\$77,413
35	\$78,563
36	\$79,713

Grandfather/Professional Services Contract (PSC)

Instructional staff:

Salary adjustments (steps) are awarded annually as per Article XXV (25) Section Q of the Collective Bargaining Agreement.

Performance Pay/Annual Contract (AC)

Instructional staff:

Initial placement for instructional employees is based on Article XXV (25) Section C. Salary adjustments are only made for AC instructional staff that rated as “Highly Effective” or “Effective” for the overall evaluation of the instructional staff from the prior year.

AC instructional employees will receive a performance pay salary adjustment as follows:

Highly effective: \$1,438

Effective: \$1,078

Advanced Degree Supplements:

Masters: \$2,750

Specialist: \$4,250

Doctorate: \$5,500

**APPENDIX A
Flagler County Schools
Human Resources Department
Official Grievance Form**

GRIEVANT

In accordance with Article IV of the current master contract, please complete and submit this form to the principal or immediate supervisor as is appropriate to properly file your grievance at Level I.

Employee Name or Association Name: _____

Worksite: _____ **Assignment:** _____

Address: _____

Home Phone: _____ **Work Phone:** _____

Date Grievance Occurred: _____

Specific to Article(s) _____, **Section(s)** _____

Of the Agreement between the Flagler County Educators Association and the District School Board of Flagler County, Florida.

Meeting Requested: _____ **YES** _____ **NO**

Statement of grievance: (attach sheets if needed)

Specific relief sought: (attached sheets if needed)

Witness(es) if any _____

Signature _____ **Date** _____

APPEAL SECTION

LEVEL II APPEAL:

I do hereby notify you that I am appealing to Level II.

Reason: (attach sheets if needed) _____

Signature _____

Date _____

LEVEL III APPEAL:

I do hereby notify you that I am appealing the Level II decision to Level III arbitration.

Reason: (attach sheets if needed) _____

Signature _____

Date _____

The Grievant shall forward one (1) copy of the grievance to each of the following at each step: Superintendent, Deputy Superintendent, and the Association.

APPENDIX B

**Flagler County Schools
Human Resources Department
Transfer Request Form**



Date: _____

Name _____ School/Dept _____

Current Position _____ SSN _____

Address _____

Contact Number _____ Home Work Cell

Email address _____

Non-Instructional employees must be in their present position for 90 working days to be eligible for a transfer.

I am applying for the following position: _____

School/Department _____ Position Control # _____

Reason for request:

I understand that if a transfer is possible, I will be given every consideration. I also understand that I must meet the minimum qualifications of the position to be granted an interview.

I further understand that I must have an on-line application completed in order to be considered. (The on-line application is available via www.flaglerschools.com. Click on Flagler County Public Schools Job Opportunities to enter the Human Resources site).

HR USE ONLY <input type="checkbox"/> PCN <input type="checkbox"/> Eligible for transfer <input type="checkbox"/> ATS

APPENDIX C

HIGH SCHOOL AND DISTRICT SALARY SUPPLEMENTS

2017-2018

<u>Clubs / Organizations</u>	<u>Amount</u>	
Academic Challenge	\$750.00	
Activities Director	\$2,500.00	
After School Detention/Tutoring	25.00/hr	(3.5 hrs/day)
Art Club	\$750.00	
Band - Assistant Director	\$1,250.00	
Band - Dance Team Director	\$1,000.00	
Band - Director	\$2,700.00	
Band - Flag Corps Director	\$1,000.00	
Band - Jazz	\$1,500.00	
Band - Percussion Drum Coordinator	\$1,500.00	
Business Professional of America (FBLA)	\$500.00	
Chess Club	\$750.00	
Choral Director	\$2,700.00	
Community Problem Solvers	\$1,000.00	
DECA Sponsor	\$1,000.00	
Dean	\$5,400.00	
Ebony Society	\$750.00	
ESOL Coordinator	\$1,000.00	(1)
Future Builders of America (FBA)	\$500.00	
Future Chefs (FCC)	\$1,000.00	
Future Educators of America (FEA)	\$750.00	
Future Farmers of America (FFA)	\$2,000.00	
Habitat for Humanity	\$750.00	
Hispanic Society	\$750.00	
Hi-Q (Fall)	\$1,000.00	
Interact Club	\$1,000.00	
Key Club	\$1,000.00	
Leo Club	\$1,000.00	
Literary Magazine	\$750.00	
Mu Alpha Theta	\$1,000.00	(up to 3/school)
National Honor Society	\$1,000.00	
Newspaper - Minimum 5 Editions	\$1,000.00	
Photography Club	\$750.00	
Prom Coordinator	\$1,000.00	
Science Fair Coordinator/Olympiad (High Schools)	\$750.00	
Student Government (SGA)	\$2,000.00	
Technical Theater Interns	\$500.00	
Thespians Sponsor	\$750.00	
TV Production Coordinator	\$2,000.00	
Web Master	\$1,000.00	
Yearbook - Annual	\$2,500.00	

APPENDIX D

HIGH SCHOOL AND DISTRICT SALARY SUPPLEMENTS

2017-2018

<u>Clubs/Organizations</u>	<u>Amount</u>	
Fall Musical - Assistant Director	\$750.00	
Fall Musical - Director	\$1,500.00	
Fall Musical - Musical Director	\$1,500.00	
Fall Musical - Technical Director	\$1,500.00	
Spring Play - Assistant Director - Drama	\$750.00	
Spring Play - Director - Drama	\$1,500.00	
Spring Play - Technical Director	\$1,000.00	
Winter Play - Assistant Director	\$750.00	
Winter Play - Director	\$1,500.00	
Winter Play - Technical Director	\$1,000.00	
Freshman Class	\$750.00	
Sophomore Class	\$750.00	
Junior Class	\$1,000.00	(up to 2/school)
Senior Class	\$1,500.00	(up to 2/school)
Department Heads (Includes counting dept head as 1)		
8 or less	\$800.00	
9 to 14	\$1,100.00	
15 or more	\$1,500.00	
District Media Specialist	\$1,000.00	
Peer Instructional Staff (180 days)	\$500.00	(as needed)
Peer Instructional Staff (90 days)	\$250.00	(as needed)

APPENDIX E

**HIGH SCHOOL ATHLETIC SALARY SUPPLEMENTS
2017-2018**

<u>Clubs / Organizations</u>	<u>Amount</u>	
Athletic Director	\$3,500.00	
Athletic Trainer (Certified)	\$2,500.00	
First Responder	\$1,800.00	
Baseball, Head	\$3,500.00	
Baseball, Assistant	\$2,000.00	
Basketball, Head	\$3,500.00	
Basketball, Assistant	\$2,000.00	
Bowling, Head	\$2,500.00	
Cheerleading, Head (FALL & WINTER)	\$5,000.00	(\$2500 fall, \$2500 winter)
Cheerleading, Assistant (FALL & WINTER)	\$3,000.00	(\$1500 fall, \$1500 winter)
Cross Country, Head	\$2,500.00	
Cross Country, Assistant	\$1,500.00	
Football, Head	\$4,500.00	
Football, Assistant	\$2,500.00	
Golf, Head	\$2,500.00	
Lacrosse, Head	\$3,500.00	
Lacrosse, Assistant	\$2,000.00	
Soccer, Head	\$3,500.00	
Soccer, Assistant	\$2,000.00	
Softball, Head	\$3,500.00	
Softball, Assistant	\$2,000.00	
Swimming, Head	\$2,500.00	
Swimming, Assistant	\$1,500.00	
Tennis, Head	\$2,500.00	
Track and Field, Head	\$3,500.00	
Track and Field, Assistant	\$2,000.00	
Volleyball, Head	\$3,500.00	
Volleyball, Assistant	\$2,000.00	
Weightlifting, Head	\$2,500.00	
Weightlifting, Assistant	\$1,500.00	
Wrestling, Head	\$3,900.00	(MHS & FPCHS)
Wrestling, Head	\$3,500.00	(all new hires at High Schools)
Wrestling, Assistant	\$2,000.00	
Flag Football, Head	\$2,500.00	
Flag Football, Assistant	\$2,000.00	
Strength Coach	\$2,500.00	

APPENDIX F

**MIDDLE SCHOOL SALARY SUPPLEMENTS
2017-2018**

<u>Clubs / Organizations</u>	<u>Amount</u>	
Activities Director	\$750.00	
After School Detention/Tutoring Enrichment	25.00/hr	3.5 hrs/day
Art Club	\$750.00	
Band, Director	\$1,000.00	
Choral, Director	\$1,000.00	
Community Problem Solvers	\$1,000.00	
Dean	\$5,400.00	
Department Heads/Team Leader (Includes counting dept head as 1)		
8 or less	\$800.00	
9 to 14	\$1,100.00	
15 or more	\$1,500.00	
Drug Program Coordinator	\$500.00	
Fall/Spring Fling Coordinator	\$500.00	
Future Farmers of America (FFA)	\$1,500.00	
Family and Consumer Science (FHA)	\$500.00	
Intramural Director	\$600.00	
Junior Honor Society	\$600.00	
Literary Magazine	\$500.00	
Newsletter or Newspaper (minimum 5 editions)	\$1,000.00	
Outdoor Club	\$600.00	
Peer Instructional Staff (180 days)	\$500.00	(as needed)
Peer Instructional Staff (90 days)	\$250.00	(as needed)
Science Competition Club	\$500.00	
Science Fair Coordinator	\$750.00	
Student Council	\$650.00	
Web Master	\$500.00	(2per school)
Yearbook	\$1,000.00	

APPENDIX G

**ELEMENTARY SCHOOL SALARY SUPPLEMENTS
2017-2018**

<u>Clubs / Organizations</u>	<u>Amount</u>	
Academic Program (Science Fair, Math Fair)	\$750.00	
After School Detention/Tutoring Enrichment	25.00/hr	3.5 hrs/day
Art Club	\$750.00	
Choral or Music Director	\$750.00	
Department Heads (Includes counting dept head as 1)		
8 or less	\$800.00	
9 to 14	\$1,100.00	
15 or more	\$1,500.00	
Drama Production	\$500.00	
Drug Program Coordinator	\$500.00	
Fine Arts Production	\$500.00	
Friends of Library	\$500.00	
Literary Magazine	\$500.00	
Peer Instructional Staff (180 days)	\$500.00	(as needed)
Peer Instructional Staff (90 days)	\$250.00	(as needed)
Student Government	\$650.00	
Web Master	\$500.00	(2 per school)
Yearbook	\$1,000.00	



Flagler County Educators Association

Local #7419

2022-2023

SCHOOL/WORKSITE _____

JOB TITLE _____

SSN (LAST 4) XXX-XX - _____ DATE OF BIRTH _____

NAME _____

ADDRESS _____

CITY, STATE _____ ZIP _____

HOME/CELL PHONE # _____

HOME E-MAIL _____

Annual Association Dues:	
National (NEA/AFT)	239.76
State (FEA)	230.14
AFL-CIO/CLC	9.60
Local (FCEA)	44.18
Service Unit (NEFSU)	124.00
Total Annual Dues: 647.68	
22 Payroll Deductions of \$29.44	

FCEA only deducts dues when the application is processed and will only collect dues moving forward.
Back dues are not required.

Read and check boxes below:

Membership Commitment: Yes, I want to join my colleagues by becoming a member of the NEA, AFT, FEA, AFL-CIO, Northeast Florida Service Unit (NEFSU), and Flagler County Educators Association (FCEA). I hereby request and voluntarily accept membership in the NEA, AFT, FEA, AFL-CIO, NEFSU, and FCEA, and agree to abide by the Constitution and Bylaws of all organizations.

Annual Payment Authorization: Yes, I authorize payment by cash, credit card, electronic funds transfer or the Flagler County School District to deduct from my pay in each pay period a pro-rata portion of the annual dues, fees and assessments required for membership in the NEA, AFT, FEA, AFL-CIO, NEFSU, and FCEA. I fully understand that the annual dues required for membership in the six organizations are subject to periodic change by the six governing bodies of the organizations. This authorization continues annually regardless of my membership status, unless (a) I revoke this authorization upon 30 days' notice in writing sent via email, fax or US mail to the employer and employee organization according to Florida Statue 447.303, or (b) my employment with the school district ends.

I understand that this agreement is voluntary and is not a condition of employment, and that I have the legal right to refuse to sign this agreement without suffering any reprisal.

MEMBER'S SIGNATURE _____

DATE _____

LOCAL ASSOCIATION REPRESENTATIVE _____