

CONTRACT BETWEEN

THE SCHOOL BOARD OF BRADFORD COUNTY

INSTRUCTIONAL STAFF

AND

THE BRADFORD EDUCATION ASSOCIATION

JULY 1, 2019 - JUNE 30, 2022

**Ratified February 11, 2022
for the 2021 – 2022 Academic Year**

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PREAMBLE

This contract entered into by and between the SCHOOL BOARD OF BRADFORD COUNTY, hereinafter called the "Board", and the BRADFORD EDUCATION ASSOCIATION, hereinafter called the "Association" constitutes the entire agreement between the parties. Both parties are dedicated to providing the best education possible for the children and other citizens of Bradford County. The Board has agreed to negotiate in good faith with the Association as the exclusive representative of its teaching personnel with respect to salaries and those conditions of employment provided herein. Following good faith negotiations by both parties, it is hereby agreed as follows:

ARTICLE I: RECOGNITION

A. The Association recognizes the School Board as the elected representatives of the citizens of Bradford County and the legally constituted authority responsible for determining the purpose, mission, and operation of the County School Board. The Association recognizes the Superintendent as the elected chief executive officer of the School Board and representative of the citizens of Bradford County with the sole legally constituted authority to negotiate a collective bargaining agreement between the Association and the Board. The Board recognizes the Association as the exclusive bargaining agent for all regular, full time paid employees of the Bradford County School Board, as defined in P.E.R.C. *Case Number 8HRA-754-1039 dated April 15, 1975*, as described below:

INCLUDED:

1. All non-management persons who currently hold a Florida Teaching Certificate and are employed by the Bradford County School Board.
2. Librarians
3. Guidance Counselors
4. Title I Teachers
5. Speech Therapist
6. Special Education Teachers
7. Occupational Specialist
8. Career and Technical Education (CTE) Teachers
9. Any new title not under the excluded

10. Coordinator of Community Education

EXCLUDED:

1. Certified Aides
2. Principals
3. Assistant Principals
4. Supervisors
5. Superintendent
6. Assistant Superintendent
7. District Level Supervisors
8. Directors
9. Assistant Directors
10. Secretaries and Clerks
11. Finance Officer
12. Other personnel included in the ESP contract.

B. The Board and the Association subscribe to the principle that differences shall be resolved by peaceful and appropriate means, without interruptions of the services provided. The Association agrees that there shall be no strikes, work stoppage or other concerted refusal to perform work by Association members covered by this contract.

ARTICLE II: MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The Association agrees that the Board has the exclusive right and responsibility to formulate and set policy concerning matters of, but not limited to, the functions and programs of the Board, standards of service, the Board's budget, curriculum utilization of technology, utilization of facilities, the organizational structure of the schools and the selection, promotion, direction or dismissal of personnel subject to prevailing State Regulations and laws of Florida and the United States, and the terms of this Agreement.

It is the right of the Board to determine unilaterally the purposes of the school system, set standards of service to be offered to the public and exercise control and discretion over its

organization and operation. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty for lack of work or other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should a decision on such matters have the practical consequences of violating the terms or conditions of this agreement.

B. The Association agrees that the Board has the right and responsibility to take whatever actions are necessary, within existing statutes, during an emergency situation. The Association further agrees that declaration and definition of emergency situations are the right as prescribed in Florida Statutes.

The Board will comply with any term or condition of this Agreement if such compliance is not contrary to any constitutional provision or State Board of Education Regulations, or

Statutes, in effect or enacted subsequent to the signing of this Agreement if efforts to negotiate necessary language fail.

C. The Board and the Association acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals, with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth and solely embodied in this Agreement.

The Board and Association agree that all negotiable items that should or could have been discussed during negotiations leading to this Agreement, were discussed, and therefore neither party shall be obligated to negotiate or bargain collectively with respect to any subject matter, whether referred to herein or not, except as otherwise specifically required in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. However, this provision shall not be construed as a waiver of the right or obligation of each party to negotiate any changes in the terms or conditions of employment.

D. The terms and conditions of this agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual written consent of the parties.

E. This agreement shall supersede any Board policies or administrative directives or practices of the Board and the Administration that are in conflict with the terms and/or conditions of

employment contained herein.

F. There shall be no fringe benefits, implied or otherwise, accruing to the benefit of the bargaining unit or the members thereof, except those benefits as herein expressly provided.

ARTICLE III: ASSOCIATION/TEACHER RIGHTS AND RESPONSIBILITIES

A. Each teacher shall have the right to join and participate in the Association and to negotiate collectively through the Association as the certified bargaining agent with their employer in the determination of the terms and conditions of employment.

The Board agrees that it shall not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights covered by the Collective Bargaining Act, Florida Statutes Chapter 447, and this contract, laws of Florida, or the Constitutions of Florida and the United States.

The Association agrees that it shall not directly or indirectly discourage, deprive or coerce any teacher in the exercise of any rights covered by the Collective Bargaining Act, Florida Statutes Chapter 447, and this contract, laws of Florida, or the Constitutions of Florida and the United States.

B. Nothing contained herein shall be construed to deny or restrict to any teacher's rights he may have under the Florida School Laws or other applicable laws and regulations.

C. The Association shall be entitled to conduct meetings in school buildings before and after the regular workday, by prior arrangement and approval with the Principal or designee at a designated meeting location. The Association shall hold the Board harmless and assume any liability for claims made against the Board for those items for which it is legally obligated to assume. If such meetings are held at times that they cause additional expense to the Board, any such additional expense shall be borne by the Association.

In the event that equipment is needed by the Association, details, including the approval of use shall be arranged with the appropriate Administrator. The Association shall be responsible for any repairs necessary as a result of the Association's use of the equipment, not including normal wear and tear.

D. The Association shall be provided exclusive use of one bulletin board, maintained by the Association, in the teachers' lounge or work room at each school center. These bulletin boards shall be used for posting Association material. The principal shall be provided a copy of such material prior to posting. The Association shall have the right to use teachers' mailboxes and/or the electronic counterpart in the individual school for communications to teachers. Email will be used for information and announcements, not for membership recruitment. The Association will be permitted use of the interschool system for mail delivery to each school, providing items are properly addressed and packaged. The rights guaranteed herein shall not be granted to any other employee organization.

E. Pursuant to Chapter 119 of the Florida Statutes, the Board agrees to provide copies of public documents upon written request from the Association.

F. The Association or an individual Association member shall be placed on the Board Agenda upon request and in compliance with the Administrative Procedures Act.

G. Teachers have the right of continuous payroll deduction for Association dues and programs approved by the Board. The following stipulations pertain to dues deduction:

1. There is in the possession of the employer a current authorization for dues deduction, executed by the teacher, in the form and according to the terms of the authorization card. The Association shall notify the finance office of the amount to be deducted no later than twenty (20) days prior to the initial deduction. Any changes in this amount will not go into effect until twenty (20) days after the Association notifies the finance office.
2. Authorization cards will be furnished by the Association as shown in Appendix A of this contract.
3. A teacher may authorize dues deduction by presenting an authorization card to the employer. The amount specified will be deducted from paychecks, starting with the first and ending with the last check for the school year.
4. Authorization for dues deduction is revocable only upon 30 days written notice to both the Finance Office and the Association. The deductions will be remitted to the Association no more than three (3) working days after the deduction is made.
5. The deductions will be remitted to the Association no more than three (3) working days after the deductions is made.
6. The Association shall indemnify and save the district harmless against all liabilities that may arise from action taken to comply with this section. This shall not include liability

arising from errors on the part of the Board or its agents.

7. The Board will provide two payroll deduction slots for those teachers electing to participate in programs provided by Creative Benefits if at least twenty (20) employees have agreed to participate in the program.

H 1. Any complaints about a teacher which could lead to disciplinary action must be made in writing and must be presented to the teacher either before any disciplinary action against the teacher may be taken by an administrator or at the conclusion of five days following submission of the complaint, whichever occurs first.

2. A teacher shall have five (5) days within which to respond in writing to such complaints.
3. Such complaints not presented in writing shall not be recorded or processed.
4. Complaints regarding a teacher shall only be placed in their personnel file if a prior investigation is conducted by the appropriate administrator. If the investigation by the appropriate administrator proves the complaint to be without justification, then the complaint will not be placed in the employee's personnel file.

I. This section covers actions involving written warnings, reprimands, suspension, return to annual contract status, or dismissals. Oral warnings shall not be considered as disciplinary action.

1. Disciplinary action may not be taken against an employee except for just cause and must be substantiated by evidence that supports the recommended disciplinary action.
2. All facts pertaining to a disciplinary action shall be developed as promptly as possible. Actions under this article shall be promptly initiated after all the facts have been known to the official responsible for taking the actions.
3. An employee against whom action is to be taken under this agreement shall have the right to review all of the documents or records relied upon to support the proposed action and shall be given a copy upon request.
4. Where just cause warrants such action(s) an employee may be demoted, suspended, or dismissed upon recommendation of the immediate supervisor to the Superintendent. Unless circumstances warrant immediate serious disciplinary action, progressive discipline shall be administered as follows:
 - a. Verbal reprimand
 - b. Written reprimand
 - c. Suspension with or without pay
 - d. Dismissal

5. When a teacher is involved in circumstances that he/she believes could lead to disciplinary action, the teacher shall have, upon request, Association representation at any

conference between the school administrator(s) and the teacher that relates to the matter.

J. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, except as it can be clearly demonstrated that it prevents the employee from performing assigned functions or results in a disruption of the normal educational process.

K. When the Superintendent or his designee deems teacher representation desirable on a district wide committee, etc., the Association will be given a reasonable opportunity to be represented on said committee. As soon as the Superintendent determines the above desirability, he/she will notify the Association President of such and give her/him the date of committee's first meeting. The Association President will provide the Superintendent with a list of two nominees from which to select the representative. The Association President will provide the list of nominees within five working days of notification of formation of the committee. This time may be extended by mutual agreement of the President and the administrator requesting the nominees. In addition, the Association President shall be provided, two weeks prior to the submission of nominees, information concerning the purpose and times of the meeting(s).

1. The Association shall appoint not more than five teachers to include one (1) teacher from each of the following areas: Elementary Education, Middle School, High School, Career and Technical, and ESE to the District Reports Control and Forms Control Management System Committee. The function of said committee shall be as prescribed by Florida Statute 1008.385(2)13(b)1 (Paperwork Reduction; activities of departments).

L. Representatives of the Association shall have the right to transact business on school property at any school building, before, during, or after the school day, provided there is no interruption of instruction or scheduled assigned duties. Representatives from outside the building shall check in with the school office and request permission to see a teacher. With prior approval of the appropriate administrator, the Association President, or designee, shall be entitled to leave school after pupil dismissal to visit schools on Association business.

1. The president or his/her designees shall be permitted to request BEA leave to transact Association business and attend Association meetings and conferences. The BEA shall be permitted to use up to one hundred thirty (130) hours annually. The "Union President" refers to the overall Union President and the stated one hundred thirty (130) hours are the same hour as given in Article V, Section 13 of the Agreement with educational staff personnel.

M. The Superintendent and Association, (if either makes a request), shall meet to review the administration of the contract and to discuss matters of concern to either party.

- N.** 1. The Association Building Representatives shall be given an opportunity at the conclusion of faculty meetings to present brief reports and announcements after prior notification of the appropriate administrator. However, no teacher shall be required to remain for such meetings.
2. During pre-school planning, the Association, upon request, shall be granted no longer than one continuous hour at each school site during one workday to conduct Association business. However, no teacher shall be required to attend such meetings. The meeting shall be scheduled by mutual agreement of the Principal and the Association.
- O.** The BEA will be placed on the agenda of the district-wide back-to-school meeting for a brief welcome statement. At the conclusion of the district-wide back-to-school meeting, the Association shall have time, not to exceed sixty (60) minutes, to conduct Association business. However, no teacher shall be required to remain for such meetings.
- P.** Teachers shall report to the appropriate administrator any loss, damage, or destruction of clothing or personal property which occurs within the scope of the teachers' employment, excluding normal wear and tear or use of such item. Upon request, the Board may reimburse the teacher for such loss, damage, or destruction.
- Q.** Each teacher shall identify the performance level of each student in his or her class(es). Such information shall be utilized in the teacher's instructional planning.
- R.** The Association shall be provided, upon request, one (1) copy of the current Personnel Directory, provided such is in compliance with Florida Statutes. A list of bargaining unit employees subsequently hired will be provided to the Association each month. The list will include name, address, and school assignment.
- S.** When criticism or reprimand of teachers is necessary by the supervisory or administrative staff, it should be made in private and with discretion. Witnesses present at the teacher's or administrator's request will not constitute violation of this section. Parents or students will not be used as witnesses by either party during the conference between the Administrator and teacher. Likewise, it is understood that teachers will conduct themselves in a professional manner, in compliance with the Educational Code of Ethics.
- T.** Any case of assault and/or battery upon a teacher in connection with the legitimate exercise of authority shall be reported to the appropriate administrator who shall immediately investigate and who shall report to the Superintendent concerning the incident. The Superintendent shall advise the teacher as to his rights and obligations with respect to the assault and as to the probable

action that shall be taken with regard to the assailant. The Superintendent shall offer to assist the teacher in pressing such charges as are appropriate.

U. The handling of personnel files shall be in compliance with the provisions of Chapters 1001.43, 1012.22, 1012.23 F.S. Alleged violations of these provisions shall be processed according to the grievance provisions of this contract.

V. Teachers will have student system computer screen access with the stipulation that all (100%) teachers will sign an addendum to the computer use agreement acknowledging confidentiality of this information as required by FERPA.

ARTICLE IV: NEGOTIATIONS PROCEDURES

A. Both parties agree to meet at reasonable times and places to negotiate in a good faith effort to reach agreement, in accordance with Florida Statute 447. Articles tentatively agreed to shall be initialed by the Chief Negotiator of each party and dated.

B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party nor may each party select its own representatives. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to ultimate ratification of the Board of Education and the Association.

C. If the parties fail to reach agreement in any such negotiations, either party may invoke the impasse process of the Public Employee Relations Commission.

D. Both parties agree that each team has the right to caucus at any time during negotiations sessions. The parties agree to cooperate in furnishing information that is not of privileged or confidential nature.

E. There shall be four (4) signed copies of the tentative agreements reached during negotiations for the purpose of record. One retained by the Board, two by the Association and one by the Superintendent.

F. Unless otherwise agreed to by both parties, new issues proposed for negotiations shall be submitted in writing no later than the first official meeting of both parties. No items shall be added from that point on unless agreed to by both parties or required by law.

G. Negotiation sessions shall not exceed three (3) hours except by mutual consent of both parties.

H. Except for emergencies or extenuating circumstances that would require the closing of the Administration Center, all negotiation sessions shall be held in the Board Administration Center. The Board agrees to provide the Association ten (10) copies of all proposals and counter proposals, and the Association agrees to provide the Board an equal number of copies.

I. To facilitate further bargaining, it is mutually agreed as follows: Such future contract shall automatically include the content of this contract, in its present format, accepting and excluding only any portion thereof which is specifically covered by a bargaining proposal by either party.

ARTICLE V: GRIEVANCE PROCEDURES

The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to problems affecting those teachers covered under this contract. Both parties agree that these procedures shall be kept as informal and confidential as may be appropriate at any level of the procedure except those that may occur before the School Board which is required to meet in public.

DEFINITION: A grievance is defined as misapplication or misinterpretation of the Agreement and may be filed by a teacher or group of teachers.

The Association may file a grievance under the following circumstances:

A. When there is misapplication or misinterpretation of the provisions of this agreement involving rights granted the Association herein.

B. When there is an existing controversy or grievance existing involving the misapplication or misinterpretation of this Agreement involving members of the bargaining unit. In filing such a grievance, the statement of the grievance shall contain relevant facts involved, including personnel and specific contract provisions that have been misapplied or misinterpreted.

The term "Employer" shall mean the School Board or the Administration. The term "Days" shall mean teacher working days, except when a grievance is filed within twenty (20) work days of the last teacher work day of the school year. For grievances within that period, days shall mean calendar days.

C. Time Limits: Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level is to be considered the maximum and every effort should be made to expedite the process before the deadlines are reached. Time limits may, however, be extended by mutual written agreement between the Association and the Superintendent.

D. Filing: Within twenty (20) days following knowledge of the act or condition which is the basis for the grievance, the grievant may file a grievance with the school principal, assistant, dean, or other immediate supervisor or designated representative.

E. 1. Representation: All teachers shall have the right of Association representation at each step of the grievance procedure and may not be required to be present at any step. No grievant may be required to discuss any grievance if the Association representative is not present. Any individual teacher or group of teachers shall have the right at any time to present grievances to the designated representatives of the School Board in person or by their representatives, and to have such grievances adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the collective bargaining contract, and the Association has been given the opportunity to be present.

2. Copies of the employer decisions given at any step of the grievance procedure shall be delivered to the grievant and Association on the same date.

3. A grievant shall not be represented by any person who might be required to take action, or against whom action might be taken, in order to adjust the grievance or by a representative of any other employee organization.

4. The Association shall not be required to process grievances for non-Association members.

5. The Association shall have the exclusive right to determine if a grievance should be processed under this procedure. A grievance shall not proceed if determination is made by the Association that the grievance should not be processed because of lack of merit.

6. No member of the bargaining unit shall be represented by another employee organization.

F. When a grievance occurs, the aggrieved may invoke the procedure according to the following

steps:

STEP ONE: Informal discussion - In the event that individual teacher(s) or the Association believes there is a basis for grievance, the grievant shall have the option to first discuss the alleged grievance with the appropriate administrator at the school site, either personally or accompanied by the Association's representative, or initiate Step Two. If the grievant decides to follow Step One, within five (5) working days after presentation of the grievance, the immediate administrator shall give his answer on the form as appendixes (Appendix B) in this Contract for this purpose which documents the date of the occurrence of the alleged grievance and officially indicates the dates and times of administrative conference with the aggrieved and the date and time of filing the report.

STEP TWO: If Step One is used and the grievance is not resolved, the grievant must, within five (5) days of receipt of the administrator's answer, submit to the administrator a signed, written "Statement of Grievance". If the grievant elects to by-pass Step One, the formal statement of grievance starts the grievance procedure. The "Statement of Grievance" shall name the grievant, shall state the facts giving rise to the grievance, shall state both date of the alleged occurrence and date of knowledge of alleged occurrence, shall identify the provisions of this contract alleged to be violated by reference, when applicable, shall state the contention of the grievant, shall also state the relief requested by or on behalf of the grievant, and shall be signed by the grievant involved. The Administrator shall give the grievant an answer in writing no later than five (5) days after receipt of the written grievance.

STEP THREE: If the grievance is not resolved in Step Two, the grievant must submit the alleged grievance in writing within ten (10) days to the Superintendent. Within ten (10) days of receipt of the grievance, the Superintendent shall indicate his disposition of the grievance in writing.

STEP FOUR: If the grievance is not resolved at the conclusion of Step Three, it may be submitted for binding arbitration. Written notice of the submission to arbitration shall be delivered to the Superintendent within ten (10) days after the date of the decision rendered in the previous step. Following the written notice of submission to binding arbitration, the Association and Superintendent shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within five (5) days after the date of submission to arbitration, the Federal Mediation and Conciliation Service shall be requested

to provide a list of five (5) names. Both the Superintendent and the Association, in that order, shall have the right to strike a name until only one remains, the one remaining to be the arbitrator. The final selection of an arbitrator shall not exceed ten (10) days after both parties are in receipt of the list of arbitrators.

G. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this contract. If either party disputes the arbitrability of any grievance, the arbitrator shall decide the issue of arbitrability first, before proceeding, if necessary to the merits.

H. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

I. Expenses of the arbitration step in this procedure shall be shared equally, except for attorney's fees, by the parties. In those cases where there is no prevailing party, the cost shall be shared equally by the parties.

J. Notwithstanding the expiration of this Contract, any claim or grievance initiated prior to the expiration date of this Contract may be processed through the grievance procedure until resolution.

K. The failure of a grievant to proceed from one step of the Grievance Procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision rendered.

L. The failure of an administrator to communicate his decision to the grievant within the specified time limits shall automatically move the grievance to the next step in the Grievance Procedure.

M. It shall be the general practice of all parties to process grievances during times which do not interfere with or cause interruption of the student's educational program. Released time shall be without loss of pay to the extent it is required for participation in actual meetings with the Board or its designated representatives. Approval of leave requested for investigating Grievance Claims shall be determined by the Superintendent after consultation with the President of the Association.

N. A grievance may be withdrawn at any step.

O. In the course of investigation of any grievance, representatives of the Association shall report to the appropriate administrator of the building being visited and state the purpose of the visit

immediately upon arrival.

P. Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this Contract.

Q. The Association will be given access to all information relating to those specific grievances to which the Association is a party. Copies of all documents relating to the grievance will be forwarded to the Association and the appropriate Administrator within forty-eight (48) hours of the initial request. Copies of employer decisions at all levels will be forwarded to the Association in any grievance, the same date it is delivered to the teacher.

R. No reprisals shall be invoked against any teacher for processing a grievance or participating in any way in the grievance procedure. No documents of any kind or form pertaining to the initiation, processing or settlement of any grievance whatsoever shall be placed in the personnel file of any teacher.

S. The filing of a grievance shall in no way interfere with the right of the Superintendent to proceed to carry out its management responsibilities, subject to the final resolution of the grievance. The teacher shall abide by the management decision involved in any grievance, prior to and during the time the grievance has been filed and shall not discontinue his duties prior to or during the time a grievance is being processed.

T. The date of the disposition shall be the date on which the Principal or other management official delivers the disposition to the Association or grievant, whichever is appropriate, or the date of the postmark in those instances where delivery is by U.S.mail.

U. The commencing of legal proceedings against the School Board in a court of law or equity, or before the Public Employee Relations Commission, or any other Administrative agency, by an employee or the Association, for misapplication or misinterpretation of the terms of this agreement, is deemed an election of remedy and shall be deemed a waiver by said employee or the Association of its/their right to resort to the grievance and arbitration procedure contained in this Agreement.

ARTICLE VI: TEACHING CONDITIONS

A. In assigning non-teaching supervisory duties, an administrator shall make a reasonable effort to make such assignments on an equitable basis.

B. 1. The Board agrees to provide each teacher with supplies relevant to their teaching responsibilities. Each teacher shall have a key to the room(s) he is assigned. Keys must be turned in on or before the last day of post planning unless by mutual consent of the employee and the administrator. Any employee who separates from employment must turn in their key on or before their last day.

2. The Board agrees that if replacement of a teacher's desk is necessary, new desks will have lockable drawers. Upon request to the appropriate administrator, a teacher's desk shall be modified to provide a lockable drawer.

3. Upon request, each teacher at the beginning of the school year shall be provided with a teacher edition of the required student text, if and when available from the publisher, in each course they teach.

4. The Board agrees to provide storage area and for this storage area to be in the classroom and lockable.

5. The Board agrees to provide writing surfaces in each classroom. Upon request by the classroom teacher, efforts shall be made to provide each classroom with a chalkboard or dry erase board.

6. Distribution of funds for supplies and materials shall be done equitably by the appropriate Administrator. If money is allocated to individual teachers, paper, and necessary supplies shall be charged to the program account as required by Florida Statutes and the Department of Education Regulations.

7. Instructional material, where required, shall be provided for every student, K-12, in the class, appropriate to the skill level of the assigned student.

8. Upon request by the classroom teacher, efforts shall be made to provide each classroom with a bulletin board.

9. Efforts shall be made to provide seating facilities of appropriate size for students and teachers in each classroom, based upon the enrollment of the largest class to use that room.

10. If monies are allocated to individual teachers for their classroom use, thirty (30) days' notice shall be given prior to purchases being suspended. In the event of a reduced level of funding, this notification requirement shall be waived. In the event of an emergency situation, no notice need be given.

C. 1. Notwithstanding any provision of this Agreement, the workday for teachers shall be no more than seven and one-half hours (7 ½) per day, inclusive of lunch.

2.
 - a) Each teacher shall have at least 250 minutes of planning time per week. Such planning time shall be exclusive of all other duties.
 - b) In recognition of additional paperwork and parent conferencing demands, teachers shall have an additional three (3) planning days. The Board will reserve one early release day at the end of the first and second semesters for the completion of teacher paperwork. All other planning days, except pre-planning, data day and Professional Development Days, will be as currently defined; three (3) hours for meetings or professional development and four and one-half (4.5) hours reserved for teacher paperwork.
 - c) The Board will schedule the planning period of high school, middle school, and technical college teachers during the student day beginning in the 2018-19 school year as long as a seven or eight period day is approved by the Bradford County School Board.
 - d) Any teacher whose job requires supervision of students beyond the seven and one-half (7 ½) hour day, may be compensated at their hourly rate, whenever such payment is approved in advance by the Administration. This provision shall not apply to supplemented positions.
 - e) Teachers shall have the option to work from home on one teacher planning day (excluding pre-, post-, and Professional Development days) as assigned by the District and shall be given a five (5) day advance notice. Teachers may use comp time on planning days (excluding pre-, post-, and Professional Development days) with the exception of up to three hours during the day in which the school administrator may reserve for professional development or meetings.
 - f) One (1) day of Pre-planning shall be designated by the site administrator as “meeting free” so long as the Pre-planning week is at least six (6) days. In the event that the Pre- planning week is seven (7) or more days, two (2) days of “meeting free” time shall be granted to instructional personnel. These days may not be the same for all personnel.
3. When the administrator of any school center deems it necessary to add an additional class of a particular subject or establish a new course in the curriculum during the school year, the administrator may employ a teacher for that additional assignment at the hourly rate according to their rank/experience for the amount of time that the person is the teacher of record; In this circumstance, the teacher would not receive the required 250 minute/week planning time.
4. Through mutual agreement, the principal may establish a flexible scheduled day for an individual teacher.
 - a) A flexible scheduled day may include days with hours that vary from the standard scheduled day but shall not be more nor less than the hours in a standard scheduled day.

b) The scheduled day for an individual teacher may not interfere with student contact time.

D. Each teacher is entitled to a thirty (30) minute duty-free lunch period. Compensatory time shall be granted for duties assigned during a teacher's lunch period and attending faculty, department head, T.A.C. and grade group meetings which extend beyond the work day (as called by the administration). Participation in after-hours duties, meetings, and other requested activities shall be strictly voluntary except for Meet and Greet for elementary and Open House/Orientation for secondary which will be required. The beginning and ending time on the day set aside for the Meet and Greet for elementary and Open House/Orientation for secondary will be adjusted so the teacher workday does not exceed seven and one half (7 ½) hours as long as these events take place during pre- planning. Exceptions will be made for emergencies and when such meetings conflict with school related or extra-curricular activities of a teacher's personal children. Employees shall be free to leave the work location during the duty free lunch period, and will be expected to be back at the work site by the end of the 30-minute duty free lunch period. (Note: compensatory time = minute for minute).

1. Accumulated compensatory time shall be used within the academic year in which it is earned, unless that time is earned during the last 30 work days of the academic year in which case it will be carried over to the next academic year and shall not be granted during time(s) in which the teacher is scheduled to have instructional contact with students. Compensatory time shall be taken in minimum increments of 15 minutes and may be combined with accumulated sick, personal, or annual leave for non-student contact time. If circumstances arise that prohibits the use of the compensatory time requested then it will be extended for use during the first 9 weeks of the upcoming school-year pending Superintendent's/designee's approval.
2. Accumulated compensatory leave time shall be as arranged with prior approval by the appropriate administrator.
3. Accumulated compensatory time will not be carried forward beyond the end of the regular school term in which it is earned.

E. The Board shall make available in each school restroom facilities, work/planning area, and a faculty lounge for teacher use. Use of these facilities shall not be restricted without proper cause.

F. Teachers shall have access to a telephone in a private area for school business and personal emergencies.

G. Available off-street parking facilities shall be designated for teacher use at each school.

H. Teachers shall report, in writing, any hazardous or dangerous condition in the classroom or

other school facility to their appropriate administrator. The appropriate administrator shall investigate and make appropriate request to correct any faulty condition. The teacher shall receive notice of the investigation and action taken by the appropriate administrator.

I. Teachers shall not be required to attend meetings for commercial demonstrations that are directed to personal sales to teachers.

J. A conference room shall be provided in each school for necessary teacher conferences with parents and students as need arise. These facilities may vary depending on local school conditions.

K. Teacher participation in extra-curricular activities shall be strictly voluntary.

L. Except as otherwise provided for in this agreement, teachers shall be required to attend all meetings called by the Superintendent.

M. When school is not in session, a teacher may be given access to the building for planning and/or preparing instructional materials by arranging such access with the appropriate administrator.

N. Observation of a teacher's class by persons other than school administrative/supervisory personnel shall be allowed only after consent has been granted by the appropriate administrator. The appropriate administrator should schedule observations of a teacher's class only after notice is given to the teacher.

O. The Board shall provide eye protective devices for all teachers where the activity of use of hazardous substances is likely to cause injury to the eye.

P. The teaching process shall not be interrupted by routine custodial duties, i.e., emptying trash cans, cleaning lavatories, sweeping the floor, etc. Any interruptions of a teacher's class shall have the approval of the principal. Announcements directed to individual teachers or students shall be made by personal contact when possible. Other classroom interruptions, as determined by the appropriate administrator shall be held to a minimum. P-2. A minimum of three (3) days' notice shall be given when planned projects of facility repair, maintenance or painting which may disrupt normal classroom activities will occur. This does not include mowing grass.

Q. Teachers in each department or team may recommend to the appropriate administrator, teachers to be selected as department chairperson or team leaders. However, the Administrator's decision regarding the selection of the department chairperson or team leader shall be final and

binding and not subject to the grievance and/or arbitration procedure contained herein.

R. Upon request by the teacher, each classroom shall be provided with a clock that shall be kept in working condition. At least one (1) clock in the office area of each school shall serve as the official time for that school. The teacher shall inform the principal when malfunctions exist, and such malfunctions shall be corrected as soon as possible.

S. The Board agrees to make a continued effort to maintain heating and air conditioning equipment in each school and maintain classroom temperature at a comfortable, healthful level.

T. Relief time shall be granted to teachers when needed for parent conferences, provided prior notice is given to the school principal and adequate provisions for classroom supervision can be made.

1. Parent/Teacher conferences shall normally be scheduled no earlier than twenty-four (24) hours following a parental request, unless an earlier time is agreed to by the teacher. Prior notice shall be provided teachers of scheduled conferences except for unforeseen circumstances.

U. All available and allocated instructional material funds shall be spent for textbooks, workbooks, and other related materials, as provided for in Florida Statutes.

V. The appropriate Administrator shall attempt to arrange for sufficient space to be available to allow groups performing loud activities to be non-disruptive to other classes.

W. In cases where special teachers such as, but not limited to, Art, Music, P.E., Guidance, and Special Education are used in the elementary grades, the regular classroom teacher is not required to remain in the classroom. The above provision is intended for times when special teachers supervise an entire class and not for Chapter I or Migrant Education teachers. This period shall be used as a planning period by the regular classroomteacher.

X. Teachers may leave school upon departure of the students on primary and general election days and on a day when a teacher shall be attending a parent-teacher organization (PTA, PTO, etc.) meeting.

Y. Teachers shall not be required to collect monies involving school internal accounts. The administration will accept and thereby relieve the teacher of any responsibility for any monies involving internal accounts during normal school office hours.

Z. When feasible, ordering of new supplies, materials and equipment shall be done so that these

items arrive in time to be fully utilized by the teachers involved.

AA. The Association agrees that frequent communications with parents is beneficial to the educational process, especially where a student's work is unsatisfactory or he/she may be retained. Therefore, teachers may be requested by parents to telephone or send written communications regarding student progress. Report cards shall be a required communication. With respect to report cards for Kindergarten students, the issuance shall be consistent within a school.

BB. All teachers are required to maintain attendance records for all students assigned to them.

CC. In processing student records, teachers shall not be required to transfer or copy information that does not relate to the learning experience of the student.

DD. The selection of texts, materials, supplies, and equipment shall be consistent with the student needs of that school. The administration and faculty shall select appropriate teaching materials within the curriculum guidelines as established by the principal and staff.

EE. Teachers shall not be required to purchase supplies, textbooks, equipment, and materials from their personal funds.

FF. The Board agrees to make available in each school copying facilities to aid teachers in preparation of instructional materials, in the priority established by the principal.

GG. There shall be library facilities available in each school to supplement and complement the required curriculum. It is understood, however, that such library facilities shall vary from school to school.

HH. Any fingerprinting and/or criminal background check on any currently employed teacher required as the result of changes in Florida or Federal Statutes shall be provided to the teacher at Board expense.

II. Teacher participation in the taking of personality inventories shall be voluntary.

JJ. In order to protect the health, safety, and welfare of all employees in the Bradford County School System, the Board and B.E.A. agree that the use of tobacco and vaping devices shall be prohibited in all schools and School Board facilities in the Bradford County School System. All employees shall be informed of this provision at the beginning of the school year or on their initial date of hire. When there is a wellness program established in the district, employees shall

have the opportunity to participate in a nicotine addiction treatment program.

KK. When a teacher with a full-time aide is absent, and the aide feels that assistance is needed, the aide will be considered the substitute, and an additional person will be brought in as the aide's assistant.

LL. Final grades will be due no sooner than close of teacher workday four (4) days after the end of the grading period. Report card information will be provided for proofing two (2) days after grades are due.

ARTICLE VII. CLASS SIZE AND CLASS LOAD

A. The Board will make a good faith effort to meet the requirements of state law with respect to class size.

B. The Board will make a good faith effort to provide an appropriate classroom for each class of students.

ARTICLE VIII: TEACHER'S AUTHORITY AND STUDENT DISCIPLINE

A. Student discipline is based on the requirement that all students must adhere to and conform to all school rules and regulations and comply with all instructions incident to school routine from all teachers.

B. Each teacher shall assume the control of students assigned to him and shall maintain an atmosphere appropriate for learning in the classroom.

C. The Board recognizes its responsibility to give all reasonable support and assistance whenever it appears to the teacher that the presence of a particular student in the class shall impede the education of the balance of the class because of disruptions caused by said student, appropriate action shall be taken as prescribed by the Code of Student Conduct, a copy of which has been made available to each teacher. Upon employee request, printed Code of Student Conduct will be provided at their worksite by their worksite administrator. Such a code, rules and regulations shall be reviewed with the students within the first ten (10) days of school.

D. Consistent with the Code of Student Conduct, appropriate action shall be taken to remove, or to make special provision for a grossly disruptive student, by the appropriate Administrator. Grossly disruptive behavior shall include: assault on staff or students, threat(s) of violence, willful disregard of a teacher's direction; malicious vandalism, possession of weapons of any type, continuing use of profane language or obscene gestures, and instigation of violence or mass disobedience to legitimate directions.

E. Teachers shall not inflict corporal punishment before consulting and obtaining the consent of the appropriate Administrator. A teacher may impose discipline of a non-contact nature when necessary. Corporal punishment shall be administered in accordance with the Principal's guidelines, as required in Florida Statutes.

F. 1. A teacher may send a student to the principal's office to maintain effective discipline in the classroom. The principal shall respond by employing appropriate discipline-management techniques consistent with the Student Code of Conduct under F.S. (1003.32).

2. A teacher may remove from class a student: (a) who has been documented by the teacher to repeatedly interfere with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn. Documentation shall consist of at least three (3) referrals and the teacher has (i) held a teacher/student conference with the student (ii) documented a good faith attempt to contact the parent by phone and/or by mail to discuss the student's problems or hold a parent/teacher conference (iii) provided some sort of behavior modification, as determined by the teacher; or (b) whose behavior the teacher determines is so unruly, disruptive, or abusive that it seriously interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn.

3. If a teacher removes a student from class, the principal may place the student in another appropriate classroom, in in-school suspension or in an alternative education program; or the principal may recommend the student for out-of-school suspension or expulsion, as appropriate. The student may be prohibited from attending or participating in school-sponsored or school-related activities. The principal may not return the student to that teacher's class without the teacher's consent unless the committee established herein determines that such placement is the best or only available alternative. The teacher and the Placement Review Committee must render decisions within five (5) days of the removal of the student from the classroom.

4. Each school shall establish a Placement Review Committee to determine placement of a student when a teacher withholds consent to the return of a student to the teacher's class. Committee membership shall include the following: (a) two (2) teachers selected by the school's faculty; (b) one (1) member from the school's staff who is selected by the

principal; and (c) one (1) alternate teacher selected by the school's faculty to serve on the Committee in the event that a teacher on the Committee is the teacher who withheld consent to readmitting the student. The Committee shall meet during the workday (Authority F.S. 1003.32(6) d.1.and 2).

5. Any teacher who removes twenty-five percent (25%) of his/her total class enrollment shall be required to complete professional development to improve classroom management skills. Any such training shall be provided at no cost to the employee during the regular workday.

G. If a student is sent to the office with a disciplinary referral, the appropriate administrator shall provide feedback to the teacher with regard to action taken concerning the student's behavior within two working days of the administrator having taken said action. The administrator will initiate action within two (2) working days. Written acknowledgment of the referral may satisfy this requirement.

H. Individual records shall be maintained on student discipline. These records shall be available to teachers.

I. In the event of a complaint by a parent, guardian, or student with regard to a teacher's conduct with respect to the discipline of a student, no disciplinary action against a teacher shall be taken until notice in writing of the complaint shall have been given to the teacher.

J. Time lost by a teacher for appearances before a judicial body or legal authority in connection with any incident in this Article shall not result in loss of wages or reduction in accumulated leave.

K. A written statement by the appropriate Administrator governing use of corporal punishment of students at each school site shall be publicized to all teachers in that school no later than the first week of preplanning. A teacher may, at all times, use such force as is necessary to protect himself, a fellow teacher or administrator, or a student from attack, physical abuse or injury. The Board agrees to indemnify teachers against any damages, fines, legal fees or other costs as a consequence of any act or omission authorized by a written statement of the Board or by the provisions of this paragraph, as provided in the Board's General Liability Policy.

L. When the Principal finds it necessary to make a grade assignment which is different than the teacher's recommendation, such placement shall be designated "Grade Assignment by Administrative Placement".

M. A district-wide committee composed of administrators and teachers shall review the Student

Conduct and Discipline Code and make recommendations to the Superintendent for needed changes. This should be completed at the end of the school year, in which the review is conducted.

ARTICLE IX: GENERAL EMPLOYMENT PRACTICES

- A.** 1. If the Board desires evidence concerning the health of an individual employee, it may call for physical and/or mental examination of that employee by a licensed, competent physician of the employee's choice. The Board shall pay all costs for any required examinations.
2. Such examination described in A-1 may, at the stipulation of the school board, when there is reasonable suspicion, include a test for illegal drugs or other substances controlled by Chapter 893, Florida Statutes. Reasonable suspicion shall be as defined in F. S.112.0455(5)(J). The employee shall allow the report of the physician or physicians to be submitted to the school board with a copy being forwarded to the employee.
3. The results of any examinations performed hereunder will be considered medical records and held confidential to the extent permitted by law.
- B.** Any teacher hired to fill a partial year vacancy shall hold or be eligible to hold a valid Florida Teacher's Certificate and be qualified for that position as determined by the Superintendent or his designee.
- C.** 1. Assignments for summer school shall be made with preference to certificated school district personnel. When the subject to be taught in summer school contains a plurality of students who have been unsuccessful in the class of the teacher applying for the summer school assignment, primary consideration shall not be given to that teacher. All qualifications being equal, as determined by the Superintendent, teachers will be selected for appointment based upon the following considerations:
- a) Highly qualified in subject area.
 - b) Prior evidence of student growth in the targeted student population.
 - c) Number of years' experience in the grade-level or subject area.
 - d) Holds a professional services contract.
2. Summer school teachers shall not be required to teach less than two (2) hours per day. Salaries of teachers employed in summer school shall be computed on an hourly rate based on the following formula:

$1/196 \times$ the respective teacher's regular salary \times the number of hours taught per day, divided by the number of hours in the regular workday, \times the number of days taught. Any teacher who is employed to teach in summer school will be paid on the payroll schedule of twelve-month personnel.

3. A teacher who is employed for summer school shall be granted the use of one (1) sick leave day which was accrued during the regular school year, if that teacher is unable to perform his/her duties in the school because of (A) personal illness or (B) illness or death in the teacher's immediate family. Teachers employed during summer school for at least 150 hours shall be credited at the end of the summer school session with one (1) additional sick leave day.

D. Except in cases of emergency, teachers shall not be required to substitute for other teachers. An emergency shall be defined as any unforeseen event that requires immediate action by an administrator.

E. In case of illness from infectious or contagious diseases contracted, or injury incurred arising out of and in the course of the teacher workday, the individual shall be entitled to up to ten (10) days paid leave with no reduction in accumulated sick leave. A teacher may be requested to furnish a doctor's statement for such conditions. In the event worker's compensation has not begun within the ten (10) day period, additional leave may be considered by the Board.

F. A teacher returning from a leave of absence shall be given the same position in the same school and, if this is not possible, he shall be given a comparable position. A teacher hired to fill a vacancy created by an approved leave of absence shall be informed prior to their acceptance of the position, of the provisions of this section.

G. Any teacher who is granted a leave of absence without pay and accepts another teaching assignment while on leave shall have his/her leave subject to cancellation unless approved in advance by the board. Any teacher whose leave is subject to cancellation shall be given the opportunity to present his/her case to the Board before action is taken. Teachers shall be treated equitably in the application of this provision.

H. Complete Employee social security numbers shall be secured from access and will not be posted by site office personnel on school district documents (10-31-05).

ARTICLE X: PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. No teacher shall be employed to serve in an instructional capacity as a regular or part-time teacher who does not hold or is not eligible to obtain a valid certificate to teach in Florida. Responsibility for being certified to teach in the Bradford County School District rests solely with the individual teacher.

B. 1. All teachers shall be given notice of their tentative teaching assignment for the forthcoming school year on or before May 1. Every reasonable effort will be made to give teachers their teaching assignment as soon as possible for the following year, in order that they may prepare, but in no event shall it be given later than the first day of preplanning unless it is related to class size.

2. After notification, changes in teaching assignment may be made only after consulting with the teacher(s) involved and soliciting alternative solutions.

3. Changes in teaching assignments means a change in the classes, courses, or grade level taught.

C. No teacher shall be involuntarily assigned out of field for a period greater than one year.

ARTICLE XI: TEACHER EVALUATION

A. The evaluation of the work of each teacher is the sole responsibility of the administration.

B. 1. The Bradford County Teacher School District Performance Evaluation System will be the approved evaluation instrument for teachers in Bradford County and will be included in Appendix D.

2. All teachers shall be informed of criteria and procedures of the assessment process during pre-planning or within the first 10 working days of being hired, whichever is later.

3. The assessment criteria shall include, but not be limited to:

a) classroom management

b) knowledge of subject matter

c) planning and instruction

C. 1.

a) An assessment of each teacher's performance will be made at least once each academic year.

b) For teachers in Category 1 the mid-year and summative evaluations shall be

preceded by at least two (2) observations, one of which the teacher shall receive advance notice. Observations shall be at least one week apart.

c). For teachers in Category 2 the summative evaluation shall be preceded by at least one observation with advance notice of the same.

d). Formal teacher observations of Category 2 teachers may not begin before thirty (30) working days from the first teacher work day. Formal observations of Category 1 teachers may not begin before 20 working days from the first teacher work day. The parties recognize that the goal of the evaluation process is teacher development and positive impact on student achievement. Therefore, any teacher who receives a less than effective score of 3.0 on a walk-through during the first grading period of school may request a second walk-through to replace the first for the purposes of improving the final rating.

e.) At least one half (1/2) of a teacher's observations, including walk-throughs, must be completed in the first semester, and no more than one half (1/2) completed in the second semester. No observations, including walk-throughs, shall be completed in the last fifteen (15) days of the school year.

f). The observations identified above may be done by a District Administrator. The final assessment will be made by the Principal or Assistant Principal.

2. A written report of each observation and assessment shall be given to the subject teacher, within ten (10) working days after they are conducted. It shall be discussed with the teacher. The teacher may make a written response to the assessment within 15 working days of the written report that shall become a permanent part of said assessment.
3. A teacher who is not performing his/her duties in a satisfactory manner shall be notified in writing. Such notice shall describe the developing/needs improvement, or unsatisfactory performance, make recommendations for improvement, and provide administrative assistance to correct such deficiencies within a reasonable period of time. Any teacher in danger of non-renewal or dismissal because of developing/needs improvement, or unsatisfactory teacher performance shall be notified and afforded the benefits provided in this section.
4. Teachers may be observed as often as necessary by the administrator. Observations of previously recorded deficiencies during the time period allotted for corrective action shall be primarily for the purpose of monitoring the improvement of those deficiencies. However, if the deficiencies are not removed after a reassessment by the administrator, the evaluation of the teacher shall be considered developing/needs improvement, or unsatisfactory. Evaluations may be grieved and subject to arbitration to redress any procedural flaws. An evaluation may also be grieved and subject to arbitration if it led or contributed to any discipline (including termination) or any impact on performance pay.
5. Observations of a teacher's performance of duties and responsibilities shall be conducted openly with no intent to conceal such from the knowledge of the teacher.

6 When assigned out-of-field, due consideration shall be given to the assessment of the individual concerned.

D. Teachers who shall not be renewed shall be notified by April 18.

E. The Superintendent's determination and decision relative to renewal or non-renewal of an annual is final and binding and not subject to the grievance/arbitration procedure of this agreement.

F. A Teacher Evaluation Committee shall meet annually to determine to review and/or revise, if necessary the teacher evaluation instrument that shall be used to comply with F.S 1012.34. The committee shall consist of at least four (4) members, of which half will be appointed by the Superintendent and half by the Association.

ARTICLE XII: VACANCIES, TRANSFERS, AND REASSIGNMENTS

The Board and the Association agree that, except as specifically modified by this Agreement, the Board has and retains unaltered, its legal right to select, assign, reassign, or relocate any of its employees as it deems appropriate to carry out its mission under the law and the State Board of Education regulations.

A. Definitions:

1. Vacancy--Any unfilled contractual position which does not exclude membership in the bargaining unit.
2. Transfer--A change in employment site.
3. Reassignment--A change in subject area and/or grade level.

B. Teachers who desire a transfer or reassignment shall file a written statement of such desire on the form as set forth in Appendix C that shall be filed with the appropriate administrator and one copy (1) shall be filed with the Association.

C. No assignment of new teachers to a specific position in the school district shall be made until all pending requests for reassignment or transfer to that position have been reviewed as described in (E).

D. Teachers who have requested transfer or reassignment shall be notified, in writing, of the administration's action on said transfer or reassignment within five (5) days of a decision regarding the vacancy.

E. Transfers and changes in assignment shall be on a voluntary basis when feasible. The principal shall discuss any transfer or change in assignment with the teacher(s) directly involved. Vacancies, reassignments and/or voluntary transfers shall be based on the following sequential steps:

1. Qualifications, including certification in field and the teacher's evaluations.
2. Mutual agreement of teacher and administrator.
3. Length of service of staff member in this district.
4. Length of service in the subject area.

F. Involuntary transfers and changes in assignment may occur when the Superintendent determines it is in the best interest of the school system. Such transfers and assignments shall be made by the Superintendent only as prescribed by Florida Statute 1012.27. Qualifications, including certification in field, and the teacher's evaluations will be considered before any transfer is recommended. The teacher involved will be provided assistance with the transfer of material/equipment to the new work site. After the first day of pre-planning, planning time not to exceed two days may be arranged by the receiving principal.

1. The Human Resources Director/designee shall provide a five (5) day written notice to the teacher(s) directly involved with an involuntary transfer/reassignment unless an emergency situation exists.
2. Involuntary transfers may be noted on the employees Personnel Action Form.
3. Involuntary transfers may be made to provide for maintenance of the current school program within the District; however, involuntary transfer of teachers shall be limited to no more than one (1) transfer per teacher within a two (2) year period.

G. A notice shall be posted in each school center as soon as possible after the receipt by the Board of written notification of resignation or termination or retirement resulting in a vacancy of the individual involved or in the case of a new position, after Board authorization. Interviews may begin with posting. All positions posted from the beginning of the fourth nine-weeks

including openings identified for the next school year, are to be posted for ten (10) work-days. During the 4th nine-weeks and summer break, the District will advertise vacancies for the following school year with 5 days internal posting, to be followed by 5 days external posting. Positions that are posted within two weeks of pre- planning may be posted for no fewer than five-work (5) days. This also includes positions identified by the BCSB to address class size and were not authorized previous to this time. This would include those positions identified because of teacher resignation. Positions that are posted within one (1) week of the beginning of pre- planning, or are for teacher resignations that occur during the school year, may be considered an emergency posting and after being advertised for 3 days may be filled upon finding a certified candidate. The District will advertise these vacancies with 1 day internal posting, to be followed by 2 days external posting.

Timetable for Posting Positions

Time Period	Internal	External	Total Posting Days
4th nine weeks through the summer	5 days	5 days	10 days or until filled
2 weeks before preplanning	5 days		5 days
1 week before preplanning and school year resignations	1 day	2 days	3 days

****If the job is filled internally, then it will not go to external posting****

The job description shall contain the required and desirable qualifications for the position as well as a description of duties and general salary range. A description of how to apply shall also be included.

H. The Board shall post, in each school, a list of known teacher vacancies for the coming school year by May 10.

I. The Association shall receive copies of all notices, job descriptions, and lists, etc., pertinent to this section.

J. Openings in Administrative and supervisory positions shall be posted in each school center as soon as possible after the receipt by the Board of written notification of resignation, termination, or retirement of the individual involved or in the case of a new position, after Board authorization. The listing shall include a job description including qualifications and duties, a

salary range and the application procedure.

ARTICLE XIII: DUE PROCESS

Suspension/Dismissal during Term of Contract:

A. Teachers Holding Continuing Contracts

1. A teacher who holds a continuing contract may be suspended, returned to annual contract or dismissed during the term of their contract only for just cause. Just cause shall be defined as immorality, misconduct in office, incompetence, and gross insubordination, willful neglect of duty, drunkenness, or conviction of a crime involving moral turpitude.
2. A continuing contract teacher charged in (A-1) above shall be entitled to a hearing before the school board according to the provisions of (1012.33 (4)(b) Florida Statutes.

B. Teachers Not Holding Continuing Contracts:

1. A teacher who does not hold a continuing contract may be suspended, or dismissed only for just cause. Just cause shall be defined as immorality, misconduct in office, incompetence, gross insubordination, willful neglect of duty, or conviction of a crime involving moral turpitude.
2. Any teacher so charged in (B-1) above shall be entitled at the teacher's option, to a hearing before either the school board or a hearing officer assigned by the Division of Administrative Hearings of the Department of Administration. The teacher shall have fifteen (15) days from receipt of the written charges to demand in writing a hearing. A hearing before the school board shall be conducted in accordance with the provisions of (1012.33 (3)(d-g), Florida Statutes. A hearing before a hearing officer shall be in accordance with Chapter 120(1012.33 (3)(d-g), Florida Statutes.

C. Professional Services Contracts

1. Teachers meeting the requirements of Chapter 1012.33 shall be issued a Professional Service Contract.
2. A Professional Service Contract shall be renewed each year unless the superintendent charges the employee with unsatisfactory performance as required by Chapter 1012.33 F.S. Such notice shall be at least six (6) weeks prior to the end of the post school conference period. The notice shall indicate that the professional service contract may be terminated if the deficiencies are not corrected during the subsequent year of employment.
3. Upon notice of unsatisfactory performance, the teacher, upon request, shall be granted an opportunity to meet with the Superintendent or his designee for an informal review of the determination of unsatisfactory performance.
4. The teacher, so notified, may request a transfer to another appropriate position with a

different supervising administrator for the subsequent year of employment.

5. During the subsequent year, the teacher shall be provided assistance and in-service training opportunities to correct the noted performance deficiencies. The teacher will also be evaluated periodically so that he/she is kept apprised of progress achieved.
6. Not later than six (6) weeks prior to the close of the subsequent year, the Superintendent shall notify the teacher in writing whether the performance deficiencies have been corrected. If so, a new professional service contract shall be issued. If the Superintendent charges that the performance deficiencies have not been corrected, he/she must notify the school board and the teacher in writing of such a fact. The teacher shall then have fifteen (15) days from receipt of the Superintendent's recommendation to demand, in writing, a hearing. The employee may raise as an issue, among other things, the sufficiency of the Superintendent's charges of unsatisfactory performance. Such hearing shall be conducted at the employee's election in accordance with the provision of B-2 above.

ARTICLE XIV: REDUCTION IN FORCE

A. If a workforce reduction becomes necessary, the Superintendent shall notify the Association in writing the reasons for such reduction at least fifteen (15) calendar days prior to the Superintendent's submission of his/her recommendation to the Board for final determination. The reason for a workforce reduction shall not be disciplinary. The Board shall follow the workforce reduction process with the affected impact areas as set forth in Section 1012.33, Florida Statutes.

B. If layoffs are to occur, teachers shall be recalled in inverse order of layoff.

1. Teachers being recalled shall be notified by Certified Mail and shall have ten (10) working days from the date of receipt by the addressee to respond affirmatively.
2. If the teacher fails to respond in the affirmative, he shall be removed from the recall list and the Board shall have no further obligation to him.
3. Teachers may be required by the Administration to provide medical verification that they are physically qualified to perform all the duties of their job.

C. In the event of a layoff, pursuant to this section, teachers shall not lose accumulated sick leave days. Teachers may, upon payment one (1) month in advance of the due date, continue in the insurance program provided by the Board. In the event a teacher is under The Florida Retirement System (FRS) and is involved in a layoff, he/she shall be granted an unpaid leave of absence.

D. Any teacher who would have qualified for retirement during the reduction year and has at

least five years continuous local teaching experience shall be permitted to teach that year so to acquire needed service.

E. No new teacher shall be hired in a laid-off teacher's subject area or grade level until all certified and fully approved laid-off teachers from that subject area or grade level have been recalled or have declined or failed to accept recall, in accordance with the procedures called for in B above.

ARTICLE XV: PAID LEAVES

A. 1. Four (4) days of sick leave shall be credited to each teacher on the first day of employment and one (1) at the end of each month accumulative to the number of months under contract. Credit shall accrue at a maximum rate of ten days (10) for 196-day employees,, eleven (11) days for 216 and 227-day employees, and twelve (12) days for 256-day employees. In no case shall accrued credit exceed twelve (12) days per year. There shall be no limit on the number of days of sick leave a teacher may accrue, except that at least one-half (1/2) of this cumulative leave must be established within the district granting such leave.

2. If an employee comes from another district and wishes to transfer sick leave hours, it is the responsibility of the employee to notify both the sending district and the receiving district's financial department that they wish those hours transferred. Sick leave hours may only be transferred hour per hour as hours are earned in the Bradford School District.

B. Annual and accumulated sick leave

1. Annual and accumulated sick leave days may be used for personal illness or because of illness or death of father, mother, brother, sister, husband, wife, child, other close relative, or member of his or her own household.

2. Bereavement Leave - In the event of a death of a member of the immediate family, an employee shall be granted up to (2) two days of paid leave upon request. Bereavement leave is of a special nature and may not be deferred or converted to any other purpose. It is not charged against any other leave account. It is not transferrable or accruable and must be used within 30 calendar days of the death. Application shall be made to the Superintendent and granted by the Superintendent or his/her designee, 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, employees are required to attach a copy of the obituary or other satisfactory document to the leave request form and details about the relationship may be required by the Superintendent.

Immediate family shall be defined as: Employee's spouse, grandparent, parent, brother, sister, child, grandchild, or the grandparent, parent, brother, sister, child, grandchild, of

the employee's spouse. This also includes individuals for whom the employee is the current legal guardian.

C. A teacher may donate up to fifty percent (50%) of his/her accumulated sick leave, not to exceed twenty-five (25) days, to another district employee as follows:

1. The donating teacher must retain at least five (5) sick leave days after the donation has been made.
2. Sick leave deducted from each donor's donated leave shall be in proportion to the actual need.
3. Sick leave that is unused shall be refunded to each donor teacher on a proportionate basis.
4. In order for an employee to be eligible to be a recipient of donated sick leave, the recipient must file with the Finance Department a written request that includes documentation that establishes a minimum need for five (5) days of additional sick leave. This request must be made within ten (10) days of the employee's leave without pay. Medical documentation from the physician treating the illness or injury for which the leave is being requested must substantiate the seriousness of the illness or injury and support the need for the days requested. Upon receipt of the appropriate documentation and request, the request will be approved.
5. Donated sick leave may not be used by a recipient until all of the recipient's sick leave has been depleted.

D. Allegations of abuse of the sick leave provisions of this agreement may require appropriate justification of such absences to the Superintendent by the teacher. Proven abuse of sick leave provisions may subject the teacher involved to appropriate disciplinary action.

E. A teacher shall be granted personal leave with pay up to six (6) days per year from accumulated sick leave. Personal leave shall not be used the day prior to or the day following a school holiday or during pre-and post-planning, except with the approval of the Superintendent or his designee.

Teachers shall exercise a good faith effort to notify the principal of intent to use personal leave at least three (3) days in advance of the leave. In no event, however, shall the number of personal day requests be approved for more than 15% of the total teaching staff on any workday of the school center and/or department, except as otherwise approved by the principal.

F. Unused sick leave days accumulated by a teacher prior to an approved leave of absence shall be credited to the teacher upon his return from leave.

G. Leave with pay shall be granted to teachers for jury duty or to appear as a subpoenaed witness in court. The teacher may retain any remuneration or per diem awarded for service. Leave with pay shall be granted to teachers to appear in court in connection with any instances involving teacher's authority and/or student discipline.

H. Upon return from leave as described in paragraphs B, D, E, and G above, the immediate supervisor shall provide the teacher with the necessary forms for verification of the type of absence. Such completed forms shall be submitted to the immediate supervisor by the end of the week following the teacher's return from leave, except as provided for in paragraph D.

I. Sabbatical Leave: For the encouragement of continued professional development and resulting improvement in the quality and level of experience of the teaching staff, sabbatical leaves may be granted by the Board.

1. Any certified teacher who has satisfactorily completed six (6) consecutive years of teaching service in this school district may apply for sabbatical leave.
2. A sabbatical leave may be granted to permit a certified teacher to engage in study, travel study, research, serve as an officer of any professional organization; including the Bradford Education Association, or its state or national affiliate, or other reason approved by the Sabbatical Committee.
3. A certified staff member who requests a sabbatical leave for study will be expected to enroll as a full time student carrying a full load (full time student as determined by the institution attended) of academic work at an institution of higher education approved by the appropriate accrediting agency.
4. A plan for travel study leave is to be submitted to the Superintendent or his designee for approval or disapproval. Each applicant to Sabbatical Leave for educational travel shall submit a detailed travel itinerary and a statement indicating how such travel will benefit the instructional program. Travel may be domestic or foreign. At termination of such leave, a written report including a complete itinerary and proof that such travel has been accomplished shall be filed with the Superintendent. Actual travel for this section shall be for the period equal to ninety percent (90%) of time of length of leave requested.
5. The applications for sabbatical leave including a plan for study and/or travel must be submitted to the Superintendent or his designee during the period from February 1, to February 28 proceeding the school year for which the leave is granted. Applicants will be notified not later than March 20 as to the disposition of their applications. A teacher receiving permission to take a sabbatical leave shall inform the Superintendent in writing of his intention to either accept or decline such leave. Such notification shall be given no later than May 30th after the applicant has been notified of approval of his request for

leave.

6. Applications for sabbatical leave shall be screened by a committee of six (6) members prior to submission to the Board. Three (3) members of the screening committee are to be appointed by the Superintendent and three (3) members are to be appointed by the President of the Association. Criteria to be considered by the screening committee in reviewing applications for sabbatical leaves will include need, area and plan of study or travel, seniority and past contributions to the school district. In all cases, a teacher making application for his first sabbatical leave shall have preference over one who has previously had sabbatical leave. Upon the termination of sabbatical leave, a teacher shall not be entitled to another sabbatical leave until he has completed an additional six (6) full years of service in the school district.
7. The teacher who is granted a sabbatical leave shall sign a contract with the district stating that:
 - a) The teacher will return to the district and serve an additional two (2) school years following the expiration of the leave.
 - b) The teacher shall repay the full amount received for the sabbatical if he fails to return to the district.
 - c) If the teacher accepts another position or retires from teaching before the two (2) year period has elapsed, he shall repay the school district on a proportionate basis, the salary paid him while on leave, except in case of verified medical disability.
8. During the absence of a teacher on sabbatical leave, such teacher shall receive full basic salary, as if the teacher were to be in actual service. In addition, thereto, the Board shall pay the contribution to the appropriate Florida Retirement System required of the person on leave computed on the salary of such person for the year of leave. The teacher's insurance benefits provided in this Agreement will be paid by the Board while the teacher is on sabbatical leave.
9. The teacher, upon returning, shall be returned to his former position or a substantially equivalent position, or, upon request by the teacher, to a mutually agreed upon position. Such teacher shall also be advanced to the appropriate position on the salary schedule as if he had been in actual service in the district during the period of sabbatical leave.

J. Professional leave days with pay shall be granted to teachers, subject to the appropriate administrator's approval for the purpose of:

1. Attending and/or participating in professional meetings relating to educational workshops, seminars, conferences, or legislative activities sponsored by professional organizations, colleges, universities, or government or private agencies concerned with public school matters.

2. Visitation for the purpose of observing instructional techniques or programs.
3. Attending summer school, if the school session begins or ends during post-planning or pre-school planning. A leave of this type during post-planning shall be contingent upon completion of duty assignment and approval of the principal and in no instance shall include travel or per diem.
4. The Board agrees to provide travel and per diem for approved professional leave as referenced in this section. Teachers shall be expected to give adequate notification on proper form as set forth on annexed Appendix E. Forms shall be available from the immediate supervisor. Further, teachers may be requested to report the nature of professional meetings attended and to give a resume' of the program.

K. Professional leave with pay shall be granted to the number of authorized delegates (1 to 25 or fraction thereof) for the purpose of attending the Florida Education Association/United Annual Convention as delegates. The Superintendent may recommend to the School Board additional professional leave with pay for the President of the Association for other Association meetings.

L. Required Military Leave, as provided for in Florida Statutes, up to 240 hours per year, shall be granted with pay to teachers who are required to serve in the armed forces of the United States or this state, in fulfillment of obligations incurred because of membership of the armed forces or National Guard.

M. A teacher must be regularly employed, to include paid leave, at the close of the payroll period during which a paid holiday would fall to be eligible to receive compensation for a designated paid holiday.

N. Professional leave during non-student contact time shall be granted to teachers for the purpose of completing professional development course work.

O. Three (3) professional leave days shall be granted to National Board for Professional Teaching Standards (NBPTS) candidates during each fiscal year. Candidates will be permitted to use school equipment in order to prepare for NBPTS presentations.

P. Any teacher who has perfect attendance per 9-week grading period can earn 3.75 hours of compensatory time for the 1st and 2nd 9-week grading periods. They can earn 7.5 hours of compensatory time for the 3rd and 4th 9-week grading periods for perfect attendance. Such compensatory days shall be arranged with the principal/designee and will not accumulate from year to year, except for that earned the 4th nine-weeks. Compensatory time can only be used during non-student contact time.

Perfect Attendance is defined as being present for all scheduled student contact hours. This perfect attendance policy is exclusive of approved TDE and approved use of compensatory time.

Q. Any employee who has children, step-children, grandchildren, or legal wards attending Bradford County Schools shall be granted up to 2 hours per semester of temporary duty to attend parent conferences, school performances and activities, or field trips in which their student(s) are participating.

ARTICLE XVI: UNPAID LEAVES

A. A teacher may request a personal leave without pay for a specified period. The request shall be made in writing on the form prescribed by the Board. The leave must be processed through the teacher's immediate supervisor and approved by the Superintendent or his designee before it is presented to the Board for approval. The request shall specify the time of the leave and the reason for the request. Personal leave without pay may be granted for:

1. Leave to serve in the Armed Forces in fulfillment of obligations incurred under Federal and State laws.
2. Leave for academic study not to exceed two (2) years.
3. Leave for serving in Peace Corps, Job Corps, Teacher Corps, foreign military teaching programs or federally sponsored civil service related to teaching not to exceed two (2) years.
4. Leave for child rearing and/or childbearing (for natural or adopted child) not to exceed two (2) years.
5. Leave to run for or serve in an elective office.
6. Leave to serve as an officer in the Association, or its affiliates.
7. Leave to serve in the consortium or other programs of which Bradford County is a member and from which Bradford County receives services.

B. Request for personal leave without pay not listed herein shall be approved, if the Superintendent is satisfied that the instructional needs of the district can be met. These leave requests must then be processed through the steps as outlined in Section "A" of this article.

C. A teacher on personal leave without pay may participate in the employee group benefits,

provided the teacher pays the full cost on a monthly basis in advance of the month due.

D. A teacher on personal leave without pay may remain an active participant in the teacher's retirement system by contributing thereto the amount necessary to continue as a member on leave as provided by the provisions of the retirement system of which the teacher is a member. A teacher on personal leave without pay shall receive no credit on any salary schedule for non-teaching experience for the time on leave. Any teacher wishing to return to work before the end of the requested leave should make his request in writing to the Superintendent as early as possible, but no later than thirty (30) days before he wishes to return to work. The teacher shall be allowed to return to employment as soon as practicable.

E. A teacher may be granted, upon written notice, with the Superintendent's approval, up to three (3) days leave without pay to perform civic duties at the local, state, or national level.

F. A teacher on leave shall notify the appropriate administrator in writing by March 15 of intent to return to the System.

G. Deductions for absences approved but without pay shall be made at the rate of 1/196 of the annual contractual salary per day. In the event said deduction is for an unpaid absence in excess of five (5) days, the deduction shall be made in two (2) pay periods. However, upon request of the teacher, the deduction shall be distributed evenly over the remaining pay periods.

ARTICLE XVII: STUDENT TEACHING ASSIGNMENTS

A. Supervision of teacher interns, student teachers, or beginning teachers shall be offered on a voluntary basis. The principal shall not require a teacher to supervise an intern, student teachers, or beginning teachers, if the teacher does not agree to do so.

B. A minimum of three (3) years teaching experience as an effective or highly effective teacher is necessary before a classroom teacher may supervise an intern, student teacher, or beginning teacher.

C. Supervision requires successful completion of Clinical Educator Training.

ARTICLE XVIII: IN-SERVICE TRAINING

- A.** Planning of in-service programs shall be based on the written request of the teachers in the school or the district. The district staff and school principal shall have input into staff development activities when grants or state law prescribe staff development components as a condition of funding.
- B.** Teachers in each local school center shall elect a committee to design and/or select in-service programs for that school. All in-service budget requests shall be subject to approval by the appropriate administrator.
- C.** 1. Attendance at in-service programs shall be optional for teachers except as provided in C-3. Teachers not attending in-service programs shall perform other duties related to classroom instructional responsibilities.
2. Teachers may be required to attend and participate in in-service programs and activities during the school day that are necessary to maintain the operations of the school and shall be limited to no more than five (5) days unless additional time is mutually agreed upon.
3. Teachers may be required to attend a provided in-service training opportunity to correct specific performance deficiencies that have been noted in writing as a part of the evaluation process.
- D.** Bradford County teachers preparing and/or conducting in-service workshops for this school system shall be paid at a rate of pay of \$120 per day if not otherwise paid from another funding source.
- E.** No teacher shall be required to prepare or conduct an in-service workshop.
- F.** The district calendar will reflect a designated Professional Development Day.

ARTICLE XIX: EMERGENCY SCHOOL CLOSING

- A.** When an emergency exists and schools and school offices are officially closed by the Superintendent, teachers shall be notified as soon as possible.
- B.** When the schools and school offices are officially closed for an emergency, as designated by the Superintendent or School Board, all personnel represented by the Association shall be paid their regular salary and no leave days previously arranged by a teacher shall be deducted for such emergency days.

C. When road conditions are deemed unsafe in a given teacher's area, he is expected to call the appropriate administrator to explain the situation and report to work as soon as conditions permit. Under extreme and unusual conditions, the Superintendent or principal may excuse the employee from work for that day. If such leave is granted, the teacher shall be paid their regular salary and no days deducted.

ARTICLE XX: ACADEMIC FREEDOM

A. Academic freedom shall be guaranteed to the teachers within the district's planned instructional program and within the outlines of appropriate course content.

B. All facts of controversial issues shall be presented in a scholarly and objective manner subject to accepted standards of professional responsibility.

C. Teachers shall be entitled to freedom of discussion within the classroom on issues relevant to the subject under study, and within their area of professional competence and assignment. Instructional presentations shall indicate that the teacher is cognizant of the maturity levels of the students being taught. In performing their functions, teachers shall have freedom in expressing their personal opinions in all matters relevant to course content and/or subjects presented for discussion by the student, provided, however, that when they do so they shall make every effort to indicate that they are speaking personally and not on behalf of the school, its administration or Board. The Board and its officers and administrators shall be held harmless from any corporate or individual liability resulting from an exercise of such rights which are committed in bad faith or with malicious purpose.

ARTICLE XXI: POLITICAL ACTIVITY

A. The parties agree to respect the right of all teachers outside of the workday to work and to vote for the candidates of their choice.

B. All teachers shall be entirely free from political domination or coercion, or the pretended necessity of making political contributions of money, or other things of value, or engaging in any political work or activity against their wishes under the assumption that failure to do so shall in any way affect their status as teachers of the school system.

ARTICLE XXII: SCHOOL CALENDAR

The calendar containing workdays for teachers shall be negotiated between the Association and the Board and shall be contained in the appendix. The calendar shall contain 177 workdays with students and 19 planning days, six of which shall be designated as paid holidays. The calendar shall appear on re-openers so that by March 1 either agreement will be reached and presented for ratification or automatic impasse will be declared with an expedited hearing as a joint request.

ARTICLE XXIII: INSURANCE

A. 1. The Board agrees to provide insurance coverage for teachers as outlined in the current Board insurance handbook. The teacher may include dependents for the same hospitalization, surgical coverage, and dental coverage at the employee's expense. Any teacher employed less than the standard one hundred ninety-six (196) day contract shall receive this coverage only while in the employ of the Bradford County School Board.

The Board shall contribute a minimum of \$4872 and a maximum of \$9120 depending on the plan, annually for insurance premiums for each employee who elects BCSB insurance.

2. When dual spouse enrollment occurs, the Board will contribute an two equivalent single employee contributions toward the family plan, in lieu of a single family contribution as long as minimum conditions are met. Minimum conditions required are: proof of legal marriage, enrollment in District sponsored health insurance plan, and registration within designated enrollment periods.

B. The Board shall provide a fully paid \$100,000.00 liability insurance policy to cover claims arising out of a teacher's employment with the Bradford County School system unless the actions of the teacher are found to have been committed in bad faith or with malicious purpose.

C. There shall be an insurance committee to evaluate available insurance coverage and make recommendations to the Board, including, but not limited to, any bid specifications to be developed. Three committee members will be appointed by the Association, two by the Superintendent, and one by the School Board. The committee will select its chairperson. The committee shall meet at least semi- annually beginning in October and submit its recommendations to the Board no later than the first board meeting in September. The meeting shall be used to discuss the current and other plans or programs of insurance that are or may become available for all employees.

ARTICLE XXIV: MISCELLANEOUS

A. The Board and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals, with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth and solely embodied in this agreement. The Board and the Association agree that all negotiable items that should or could have been discussed during negotiations leading to this Agreement, were discussed, and therefore neither party shall be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to here or not, except as otherwise specifically required in this Agreement, even though such subject or matters may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this agreement. The terms and conditions of this agreement may be altered, changed, added to, deleted from or modified only through voluntary mutual written consent of the parties.

B. If this Agreement or any provisions, sections, subsections, sentence, clause, phrase or word of this agreement is in conflict with any law, as finally determined by a court of competent jurisdiction, which had presented to it the issue of conflict as it may pertain to this Agreement, that portion of this agreement in conflict with said law or court interpretation of the law, shall be null and void, but the remainder of the Agreement shall remain in full force and effect, with it being presumed that the intent of the parties herein, was to enter into the Agreement without such invalid portion or portions.

C. This Agreement shall supersede any rules, regulations or practices of the Board that may be contrary to or inconsistent with the terms of this Agreement. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.

D. Any individual contract between the Board and an individual teacher shall be made expressly subject to the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, during its duration, this Agreement shall be controlling.

E. Copies of this Agreement titled "Contract between the Bradford County School Board and The Bradford Education Association" shall be published and made available on the district's website at the expense of the Board within thirty (30) days after the Agreement is signed. A

printed copy shall be available, upon request, to all teachers now employed or hereafter employed. Teachers considered for employment shall have access to this contract. Further, that the Board shall furnish fifteen (15) copies of said printed agreement to the Association for its use.

F. Two copies of all rules established by the Board subsequent to the adoption of this contract shall be given to the Association President.

G. Any member of the bargaining unit employed under an extended contract is entitled to all of the rights and benefits contained herein.

ARTICLE XXV: PROFESSIONAL COMPENSATION

A. The basic salaries of teachers covered by this Agreement will be set forth in Appendix G to this Agreement.

1. Employees are entitled to attend, at no charge, athletic competitive home events, during the regular season.

B. A teacher will be paid in twenty-four (24) equal payments.

1. 196 day employees shall be paid on the 15th and the last work day of each month. When a pay date falls on a weekend, holiday, or holiday break, employees will be paid on the last work- day preceding the pay date, except December. In December, employees will receive their second paycheck no later than the last work day prior to Christmas break for 256 day employees. In addition, they will receive the remaining checks less one on the last day of post planning and the last check five working days after the last day of post planning.
2. Direct payment to teachers shall be available by noon of the appropriate payday.
3. Direct deposit of teacher paychecks to financial institutions will be made available to teachers. Deposits to financial institutions will be available on the appropriate pay day. Any employee hired after July 1, 2019 will be required to set up direct deposit or a reloadable debit card for compensation. Two (2) working days' notice must be provided for re-issuance of a check. The district will provide a \$25 incentive for current employees who convert to direct deposit.
4. All payroll deductions to the Florida Credit Union and First Florida Employees Credit Union will be delivered one (1) day prior to the regular pay day for teachers.
5. A teacher must be regularly employed, to include paid leave, at the close of the payroll period during which a paid holiday would fall to be eligible to receive compensation for

a designated paid holiday.

C. Terminal pay for accumulated sick leave will be paid to a teacher at normal retirement or to his/her beneficiary, if service is terminated by death. Such terminal pay will be granted as described below:

1. During the first three (3) years of service in Bradford County, the daily rate of pay multiplied by thirty- five percent (35%) times the number of accumulated days of sick leave.
2. During the next three (3) years of service in Bradford County, the daily rate of pay multiplied by forty percent (40%) times the number of accumulated days of sick leave.
3. During the next three (3) years of service in Bradford County, the daily rate of pay multiplied by forty- five percent (45%) times the number of accumulated days of sick leave.
4. During and after the tenth (10th) year of service in Bradford County, the daily rate of pay multiplied by fifty percent (50%) times the number of accumulated days of sick leave.
5. During and after the thirteenth (13th) year of service in Bradford County, the daily rate of pay multiplied by one hundred percent (100%) times the number of all accumulated days of sick leave.

- D.**
1. Supplements for extra duty will be paid in equal installments over the time the supplemented activity occurs.
 2. All vacant supplement positions shall be posted in each school site at least ten (10) days prior to filling the position.
 3. Qualified applicants from a given school faculty will receive first consideration for supplemented positions available at the school. Qualified district employees who apply will be considered prior to accepting individuals from outside the school system.

E. All Military Veterans who are Honorably discharged shall be granted the greater of \$400 or three (3) years of experience, in addition to other prior experience, in recognition of their military service. The member will provide proof of Honorable Discharge to the Human Resources Department. This experience will be credited upon receipt of the proper documentation.

F. Regular Full-time teachers will be paid their daily hourly rate for part-time work of an instructional nature, or teaching responsibilities that is an extension of the school day.

G. Teaching or equivalent education experience at a public school or in a regionally accredited private school shall be used for initial placement; however, in such cases referenced above and those where licensing is required, such as speech therapists and school psychologists, the Superintendent or their designee shall determine the appropriate initial placement based up on corresponding years' experience.

1. State regulations require that verification of pervious teaching/work experience be on file in the personnel office before salary credit is given for that experience. These verifications are to be sent to employers by the employee using forms provided by the personnel department.
2. Necessary salary adjustments for experience are retroactive to the beginning date of duty, if verification is on file prior within ninety (90) days of date of hire.

H. Related work experience for career technical teachers (maximum, 10 years) will be recognized by the added payment of \$100 per year. Minimum certification requirements are not counted for work related experience credit in the salary schedule.

I. Part-time teachers who are filling a regular Board authorized position will be paid at the hourly rate of the regular teacher salary, based upon experience and degree of obtained by such teacher.

J. Retired teachers who are re-employed will be placed at Year 0 on the Instructional Performance Placement Salary Schedule and will be paid according to their appropriate degree level.

K. Teachers who obtain a higher degree and provide proof, thereof to payroll, will have their pay adjusted as follows:

1. If such proof is provided on or before January 22, the teacher's pay will be adjusted retroactive to the first work day of the school term.
2. If such proof is provided after January 22, the teacher's pay will be adjusted commencing with their next check, but with no retroactivity.

L. 1. For instructional personnel hired before July 1, 2011, advanced degree supplements to a higher salary level will be made upon submission by the teacher of appropriate evidence of an additional academic degree earned.

2. For instructional personnel hired after July 1, 2011, advanced degree supplements will be paid in accordance with Florida Statute 1012.22. Credit for an advanced degree supplement will be given to instructional personnel in an education related field and that when that same field is included on their active FL DOE educator's certificate as a coverage area.

3. Teachers who obtain a higher degree and provide proof, thereof to payroll, will have their pay adjusted as follows:

- A. If such proof is provided on or before January 22, the teachers' pay will be adjusted retroactive to the first work day of the school term.
- B. If such proof is provided after January 22, the teachers' pay will be adjusted commencing with their next check, but with no retroactivity.

ARTICLE XXVI: TERMS OF AGREEMENT

This Agreement shall be effective as of the date of ratification by the Association and adoption by the Board. It shall remain in full force and effect through June 30, 2022 unless modified by mutual agreement. Upon written notice to the board within a thirty (30) day period prior to June 30, 2020, and June 30, 2021 both parties agree to reopen the professional compensation article, the calendar, as provided in Article XXII of this agreement, insurance, as provided in Article XXIII of this agreement, any item mutually agreed to or any item necessitated by a change in law. Each party may re-open one existing article and one new article.

ARTICLE XXVII: RESTRUCTURING/SCHOOL IMPROVEMENT

A. Teacher members on a school's School Advisory Council shall be chosen by the teachers of that school. ESP members will be chosen by the ESP's in that school.

B. Teachers and ESP's at a school site shall be provided an opportunity for input into the School Improvement Plan prior to the plan being submitted to the Board. It is the responsibility of their elected representatives on the council to provide for such input.

C. An opportunity to review the draft of the School Improvement Plan shall be provided to staff prior to its submission to the district for review. The staff will be provided access to copies of the School Improvement Plan prior to its submission to the Board.

D. The School Board shall provide release time for the employee members of the School Advisory Councils to attend training sessions as approved by the school administrator.

ARTICLE XXVIII - HEALTH AND SAFETY

A. The Board shall provide safety equipment for all employees assigned to perform tasks in which such equipment is required.

B. Upon request by an employee, the Board will provide Hepatitis B vaccination(s) to that employee at Board expense.

C. Training regarding blood borne pathogens shall be conducted by a person or persons knowledgeable in the area of blood borne pathogens.

D. A district occupational safety committee shall be established composed of an equal number of designees appointed by the superintendent and members selected by the Association. The committee shall have no fewer than ten (10) members.

1. The committee shall:

a. Establish and communicate procedures for conducting internal safety inspections.

b. Establish and communicate procedures for investigating all workplace accidents, occupational safety, related incidents, injuries, illnesses, occupational diseases and fatalities.

c. Evaluate the effectiveness of and make recommendations to improve board occupational safety rules, policies, and procedures.

d. Establish and communicate guidelines for training committee members on the requirements of the workplace occupational safety committee.

e. Post notices of meetings for all employees to see.

f. Provide minutes of committee meetings in the lounge area of each cost center.

g. Retain original communications between the committee and the board for at least three (3) years.

2. The Committee shall convene its first scheduled meeting not more than forty-five (45) calendar days after the date of its inception. Thereafter, the Committee shall determine and convene its scheduled meetings at least once each quarter each calendar year and at such other times as a majority of committee members agree.

3. The Committee shall make written recommendations to each work site principal/administrator. A copy of the written recommendations shall be given to the Union.

E. Each cost center shall have one BEA member per 30 employees for the purpose of meeting with the cost center administrator regarding site safety and health issues.

F. Medical Procedures Limits

1. Non-medical bargaining unit personnel shall not be allowed to perform invasive medical services that require special medical knowledge, nursing judgment, and nursing assessment. The procedures include, but are not limited to:
 - (a) Sterile catheterization
 - (b) Nasogastric tube feeding
 - (c) Cleaning and maintaining a tracheotomy and deep suctioning of a tracheotomy
2. Non-medical bargaining unit personnel shall be allowed to perform health-related services upon successful completion of child-specific training by a registered nurse, a licensed practical nurse, a physician licensed pursuant to F. S. 458 or 459, or a physician's assistant certified pursuant to Chapter 458 or 459. All procedures shall be monitored periodically by the nurse. These procedures include, but are not limited to:
 - (a) Cleaning intermittent catheterization
 - (b) Gastrostomy tube feeding
 - (c) Monitoring blood glucose
 - (d) Administering emergency injectable medication
3. For all other invasive medical services not listed in subsection (1) and (2) above, a registered nurse, a licensed practical nurse, a licensed physician, or a physician assistant certified pursuant to F.S. 458 or 459 shall determine if properly trained non-medical bargaining unit personnel shall be allowed to perform such service.
4. Invasive medical training shall be strictly voluntary for non-medical bargaining unit personnel. Any such training shall be provided at no cost to the employee and, if provided at times other than the regular workday, such trainees shall be paid for the time spent at their regular rate of pay.
5. Non-medical bargaining unit members shall not be assigned the provision of invasive medical service on any basis other than as volunteers. Prior to non-medical bargaining unit members being assigned, the school nurse, where available, shall be called upon first to perform any invasive medical services. [Authority F.S. (1006.062)]

ARTICLE XXIX - FAMILY AND MEDICAL LEAVE

A. All provisions of this article shall be interpreted so as to comply with the requirements of the Family and Medical Leave Act and any amendments thereto, beginning with February 5, 1994, and with such federal regulations that may be issued under the Act.

B. For purposes of this Article, an “eligible employee” means any bargaining unit employee who has been employed by the board for at least the previous twelve (12) months.

C. This leave shall be granted to eligible employees for the following reasons: (1) to care for the birth of a child and for the care of the employee’s child after birth, or following placement for adoption or foster care; (2) to care for the employee’s spouse, son or daughter, or parent, who has a serious health condition; or (3) for a serious health condition that makes the employee unable to perform the employee’s job.

D. The term “serious health conditions” is one which requires either inpatient care, or “continued treatment by a health care provider” consistent with the FMLA Federal Regulations.

E. The definitions contained in the Act apply to this provision.

F. An eligible employee is entitled to take up to twelve (12) weeks of FMLA leave during any school year (July 1 - June 30). The leave may not exceed twelve (12) weeks in any school year, except in the case of leave for health reasons, it may not exceed the duration of the serious health condition.

G. The Board shall continue an employee’s group medical insurance in full effect during the FMLA period, to the same extent as when the employee worked, for a period not to exceed twelve (12) weeks during any school year. The Employee shall be responsible for his share of insurance coverage, where applicable.

H. When both husband and wife are Board employees, the total amount of leave available shall not exceed twelve (12) weeks per employee, when the leave is to care for a newborn child, or a child newly placed for adoption or foster care.

I. If leave is taken to care for a newborn child or a child newly placed for adoption or foster care, the employee must provide notice of the leave in writing, to the personnel department, at least thirty (30) days in advance, where possible. If leave is needed for foreseeable medical care, it should be requested,

in writing at least thirty (30) days in advance, or as early as is practicable.

J. The Board shall require a medical certification from eligible employees who request medical leave under FMLA. Second opinions for medical certification shall be at the employer's expense. The form, or information required specified under the FMLA, will be provided by the superintendent and the completed form must be returned within fifteen (15) calendar days, unless not practicable.

K. This leave may be taken when the employee or the spouse, child or parent of the employee has a serious medical condition, and it is foreseeable that the employee will need short periods of time off. Intermittent leave may be taken in increments of one or more days or partial days, separated by increments of one or more days or partial days at work. Intermittent leave will be granted if the health care provider certifies that it is medically necessary. The superintendent may place the employee in an alternative position that better accommodates intermittent leave.

L. Upon return from FMLA leave, an employee shall be restored to the same position that the employee held when the leave started, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

ARTICLE XXX- SUBSTANCE ABUSE POLICY PROGRAM

A. Alcohol and controlled substances testing shall be consistent with the right of employees to privacy, freedom from self-incrimination and unreasonable search and seizure as well as other rights established by statutory and case laws and federal regulations.

B. Testing under this program will follow the Federal Highway Administration regulations/guidelines. The following procedures shall be followed:

1. The employer will follow the Federal Highway Administration technical and scientific guidelines covering employee consent, specimen collection, and chain of custody, specimen processing and reporting of results.
2. Testing will be done by a reputable, independent laboratory and will require a screening test and a confirming test on each positive specimen.
3. The initial screening test shall be by a method consistent with the Federal Highway Administration regulations/guidelines.

4. The confirming test shall be by a method consistent with the Federal Highway Administration regulations/guidelines.

C. All information, interviews, reports, statements, memoranda, and all records of all referrals, screening and confirming tests shall be held in strictest confidence by the independent testing laboratory and by all personnel in the school district authorized to have knowledge thereof.

D. Record keeping rules of the Federal Highway Administration and Chapter 119, F.S., will be followed and enforced.

E. Rehabilitation. The first incident involving use of illegal substances, and confirmed under this program, will result in a recommendation by the Superintendent for termination. Refusal of test or failing to report for testing within the prescribed time, except for reasons beyond the employee's control, or altering a test will be considered the same as a positive test.

F. Employees shall be provided with a list of over-the-counter and prescription medications which may produce positive results on the specified tests. No employee shall be relieved from duty for taking medication prescribed by a physician, unless so recommended by the employee's physician.

G. Discipline or discharge for substance abuse shall be for just cause and subject to the grievance procedure in this Agreement. In addition to the requirements of Article III, Section I, just cause for discipline or discharge shall be consistent with the conditions of Section A of this Article.

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APPENDIX A – DUES DEDUCTION FORM

BEA

Bradford Education Association, FEA, AFT, NEA, Local 3603 Payroll Deduction

Name (LAST) (FIRST) (MI) JOB TITLE

Home Address Apt # City State Zip

Home Phone (Area Code) E-mail (home/personal)

School Center/Worksite Number XX – XXX – Last 4 digits of Social Security

Check one: Instructional ESP
month

Check one: 10 month 12

Membership Commitment: YES – I want to join my colleagues by becoming a member of the NEA, AFT, FEA, AFL-CIO, Service Unit, and the local association. I hereby request and voluntarily accept membership in the NEA, AFT, FEA, AFL-CIO, Service Unit, and the local association, 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 local 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, Service Unit, and the local association. 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.

Signature member

Date

Signature of person who signs up new

The Bradford Education Association establishes and approves the dues deduction/membership form. This form is not subject to bargaining, and therefore, are not required to be negotiated.

APPENDIX C – Transfer Request Form

BRADFORD COUNTY SCHOOL DISTRICT TRANSFER REQUEST

NAME: _____ DATE: _____

PRESENT POSITION: _____

SCHOOL: _____ GRADE OR SUBJECT: _____

I request the following transfer: _____

Reason for request: (Optional) _____

I understand that if a transfer is possible, I will be given every consideration.

Employee's signature

Request granted _____ Request denied _____

Reason: (Optional) _____

Superintendent or Designee

DISTRIBUTION: White – Human Resources Department Pink - Association Yellow - Employee

PER0149

APPENDIX D - PERFORMANCE EVALUATION SYSTEM

FINAL

Memorandum of Understanding
Between
The Bradford Education Association
And
The Bradford County School District
9/28/2020

FORWARD AND STIPULATIONS:

Both parties to this agreement recognize the unique challenges associated with teacher evaluation for the 2020-2021 school year based on extraordinary learning gaps caused by COVID-19 closures from March to May of the 19-20 school year as well as excessive absenteeism in the 20-21 school year caused by one or multiple quarantines or movement between attending physical classrooms and virtual learning environments. The Bradford County School District along with the Bradford Education Association desire to reassure teachers that their evaluation, if any, will consider these circumstances and take these issues into account. Both parties desire to reduce the associated stress of teacher evaluation for teachers to allow them to focus on classroom teaching during the COVID-19 pandemic.

With this understanding, the parties understand, stipulate, and agree to the following if teacher evaluation is required by FLDOE for the 20-21 school year:

1. It is impossible at the beginning of the year to foresee exactly how much impact COVID-19 related absences will have on students and staff.
2. Teachers should continue to move as many students as possible towards achieving or exceeding the yearly targets. Closing the gap has become more critical than ever.
3. The current targets are based on a student match for survey 2 and survey 3.
4. The current targets are based on no more than 20 absences per school year.
5. It may become necessary to close schools again for COVID-19 related issues.
6. If desired by either party, the parties may revisit the targets again in April 2021 to make adjustments based on the circumstances associated with the total COVID-19 quarantines and related absences during the year.
7. The target will not change, but the expected percentage of students expected to meet the target may be adjusted for final student data scores after the impact is examined.

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Whereas the parties agree that for the 2020-2021 school year that effective, fair teacher evaluation is important to improving professional practice and sustaining student achievement, an agreement was reached between the Bradford Education Association (BEA) and the School Board of Bradford County (Board) regarding the Evaluation model and matrix for the 2020-2021 school year only. The following are the changes / clarifications to the Instructional Contract as it pertains to teacher evaluation:

District Committee Members:

David Harris, Assistant Superintendent

Bret Dukes, Director of Human Resources

Sherree Alvarez, Director of Teaching, Learning and Curriculum

Lorrie Rehberg, Bradford Education Association President, K-2 representative

Karen Bowen, Bradford Education Association Treasurer, 6-8 representative

Cassie Reddish, BEA 3-5 representative

Chris Hopkins, BEA 9-12 representative

1. Elementary teachers will use iReady typical growth target scores for reading and math. Elementary non-VAM teachers may use EOY or EOC target scores.
2. Teachers in grades 6 - 10 in ELA and mathematics that have VAM scores will continue with the VAM option this year, if available. If VAM is not available, these teachers will use target scores in an EOY.
3. All instructional personnel are placed in a category at the beginning of the school year.

Category:	Description:
1A	First year teacher or first year in the district teacher
1B	Teacher in year 2 or 3 of experience with prior year rating at effective
1C	Teacher in year 2 or 3 of experience with prior year rating at highly effective
1D	Teacher in year 2 or 3 of experience with prior year rating of Developing, needs improvement, or struggling
2A	Teacher at year 4 or beyond with prior year rating of effective or highly effective

FINAL

2B	Teacher at year 4 or beyond with prior year rating of Developing, Needs Improvement, or struggling.
----	---

4. The district will use the Marzano Focused Teacher Evaluation Model (FTEM). All teachers will be scored on their growth plans on the following elements:

Category 1 and 2 Teachers

Element 4: Identifying Critical Content from the Standards

Element 5: Preview new content

Element 6: Helping students process new content

Element 7: Using questions to help students elaborate

Element 18: Using Engagement Strategies

****Teachers will be scored on other elements that are observed as well****

5. Category 2 teachers will not have a formal, but may request for one to be completed. Formals for Category 2 teachers will be conducted November 1 - January 30. In order for a formal to take place for a Category 2 teacher, they must request 2 weeks in advance from their administrators. Category 2 teachers have more walk throughs and informals in place of the formals.

6. The Professional Responsibilities section will constitute 33.33% of the evaluation score using the following elements:

Element 21: Adhering to School and District Policies and Procedures

Element 22: Maintaining Expertise in Content and Pedagogy

Element 23: Promoting Teacher Leadership and Collaboration

****Teachers submit documentation to administrators for these elements. Rubrics will be provided during preplanning****

7. Teachers will submit documentation for the following elements:

Element 1: Planning Standard based Lessons/Units

Element 2: Aligning Resources to Standards

Element 3: Planning to Close the Achievement Gap Using Data

****Rubrics will be provided during preplanning.****

8. The proposed weights of each category are as follows:

- 33.33%: Instructional Practice (60% element observed + 40% growth plan)
- 33.33% Professional Responsibilities
- 33.33% Student Data

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9. Grades K-5 teachers will use I-Ready Math Typical Growth Targets for math. Students will be considered to have achieved qualified growth if they meet their individual typical growth target set for them based on the information from Diagnostic 1 (Beginning of Year) to Diagnostic 3 (End of Year).

K - 5 Mathematics: I-Ready Typical Growth Point Target for individual students

I.e, A student in 2nd grade scoring 1 Level below on the BOY Diagnostic is expected to increase at least 26 points on the scale score.

Fall Diagnostic Placement Level If the fall score is	K	1	2	3	4	5
3+ Levels Below	-	-	-	30	24	20
2+ Levels Below	-	36	29	27	23	18
1 Level Below	32	29	26	26	23	18
On Level, Early	24	26	22	25	23	18
On Level, Mid, Late, or Above	21	21	18	21	19	14

FINAL

Grades K-5 teachers will use I-Ready Reading Typical Growth Targets for math. Students will be considered to have achieved qualified growth if they meet their individual typical growth target set for them based on the information from Diagnostic 1 (Beginning of Year) to Diagnostic 3 (End of Year).

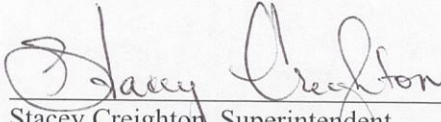
K - 5 Reading: I-Ready Typical Growth Point Target for individual students
I.e, A student in 2nd grade scoring 1 Level below on the BOY Diagnostic is expected to increase at least 26 points on the scale score.

Fall Diagnostic Placement Level If the fall score is	K	1	2	3	4	5
3+ Levels Below	-	-	-	36	28	26
2+ Levels Below	-	54	44	33	23	20
1 Level Below	49	49	39	26	20	16
On Level, Early	44	47	29	22	17	13
On Level, Mid, Late, or Above	43	37	22	17	12	7

12. Non-VAM teachers will be evaluated based on the target levels of their students on a district created or curated test. For each new course being tested the BEA will select and schedule a voluntary after-school committee of professionally certified teachers with a minimum of 2 years teaching experience in the subject that they serve on to work with the TLC department to create or curate the exams. The BEA will provide the names of the committee to the district to begin this process no later than October 10, 2020. Semester tested classes will be scheduled first and the exam questions must be created and selected no later than the first instructional day of November, 2020. Year long courses will be scheduled as allowed and the exam questions must be created or selected no later than the first instructional day of March 2021. Committee meetings are tentatively scheduled for Thursday afternoons from 3:30 - 4:30 beginning Thursday, September 25, 2020

13. Final evaluation scores will be reported at the tenth of a point averaged across the 3 evaluation areas using standard rounding methods to arrive at the final score. For example, a final score of 3.45 will round to a 3.5.

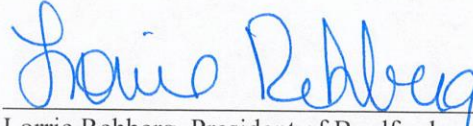
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 Stacey Creighton, Superintendent,
 District School Board of Bradford County

10-7-20

 Date



 Lorrie Rehberg, President of Bradford
 Education Association

10-6-2020

 Date

Observation Minimums

Observations may be onsite or online (for virtual instruction and/or closures)

Category	Description	Formal 30 + minutes	Informal 15-30 minutes	Walkthrough 5-15 minutes
Category 1A 0-1 year experience or 1st year to district	New to the district or year one of teaching	2	2	2
Category 1B 2-3 year experience	Effective in previous year	1	2	3
Category 1C 2-3 year experience	Highly Effective in previous year	1	2	2
Category 1D 2-3 year experience	Developing, needs improvement, struggling in previous year	2	3	3
Category 2A 4+ years experience, not 1st year in district	Effective/Highly effective in previous year	0	2	2
Category 2B 4+ years experience, not 1st year in district	Developing/Needs improvement, struggling in previous year	1	3	3

Growth model, allows for time to grow and improve

Requirements:

1. Category 1 and 2 complete 1 walkthrough on all teachers within 1st 60 days of instruction.

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2. Category 1 and 2 Growth plans input and approved by September 17th.
3. Category 1 and 2B, formal conducted and input by first instructional day of December.
4. Category 1 and 2B, mid-year conference by first instructional day of January 2021. Union representation if needed by any teacher falling below 2.0.
5. Category 2A conference by first instructional day of February 2021 if current average is at 2.4 or below. Union representation if needed by any teacher falling below 2.0.
6. Category 1, second formal complete and input by first instructional day of March 2021.
7. Category 1 or 2, reassessment of school or district plan by March 15th, 2021 (if one was assigned during mid-year conference).
8. All classroom observations complete and input by March 27th.
9. All teacher element documentation for elements 1-3 due on or before December 19th and input by the end of January planning day. Teachers may discuss results with appropriate administrator and resubmit for re-evaluation by February 1st.
10. All teacher element documentation for elements 21-23 due on or before March 20th and input by March 27th. Teachers may discuss results with appropriate administrator and ask for reevaluation to be completed by March 27th.
11. All student growth data of non-VAM teachers calculated and submitted by post planning.

Growth Plan Elements:

- Category 1 and 2: Use what is agreed to above.

Grade	Subject	Data 20-21
K-2	ELA	Iready typical growth point target
K-2	Math	Iready typical growth point target
3-5	Math/ELA	Teacher VAM, if available. If not, then 50% FSA target + 50% IReady Growth
5th	Science	Target achievement on Science NGSSS, if available. If not, then Target achievement on 5th Science EOY
6th-10th	ELA	teacher VAM or EOY target
6th-8th	Math	teacher VAM or EOY target
Algebra 1	Math	teacher VAM or EOY target
Geometry	Math	target on Geometry EOC (defined as level 3 and higher)
6th-7th	Social Studies	EOY test target
6th-7th	Science	EOY test target
8th	Science	target on NGSSS (defined as level 3 and higher)
Biology	Science	target on Biology EOC (defined as level 3 and higher)
Civics	SS	target on Civics EOC (defined as level 3 and higher)
US History	SS	target on US History EOC (defined as level 3 and higher)

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11th-12th	ELA	STAR Target Scale Score Growth
11th-12th	Intensive Reading	STAR Target Scale Score Growth
AP Courses	all subjects	AP target or 50/50 split if there is an EOC, then make EOC target (defined as level 3 and higher) 50%.
9-12	non vam math	EOY test target
9-12	non VAM/Science/Social Studies	EOY test target
Electives	all subjects	EOY test target
NFTC	CTE	Industry Certification class: certification (posttest at 70%) passed Non-Industry Certification: EOY test target
Drop Out	Alt Ed	school ELA or Math VAM for grades 6-12

***** Scores are combined for any teacher with multiple subjects/PREPS**

BRT, CRT, Occ Spec, PT, Speech, Instructional Coaches= School wide data of subjects assigned

ESE Inclusion/Title 1/SES BIC/Drop Out/8.5= Data of students assigned

ESE self-contained Grades 3 -11 on Access Standards - FAA data of students assigned for 3 - 11

ESE self-contained Grades PreK - 2 on Access Standards - Unique Learning System and Brigance

Guidance= school wide data

Media Specialist= School wide ELA data

Athletic Director= BHS school wide data

*****Data= VAM + EOY + STAR (use what applies to the specific school)*****

FINAL

SUBJECT TO REVISIT IN April 2021

Marzano Conversion Scale for Percentage of Students meeting K-3 Math EOY, STAR Scale Score Target Growth, and/or Targeted Score on the EOC's / EOY's.

51% is the current target for the EOY's

Unsatisfactory 1.0 - 1.44	Developing / Needs Improvement 1.5-2.44	Effective - 2.5 - 3.44	Highly Effective 3.5-4.0
Percentage of students reaching growth target is 0 - 30	Percentage of students reaching growth target is 31-50	Percentage of students reaching growth target is 51-79	Percentage of students reaching growth target is 80 +
0-20= 1.0 21-30= 1.44	31= 1.5 32= 1.5 33=1.6 34= 1.6 35= 1.7 36= 1.7 37= 1.8 38= 1.8 39= 1.9 40= 1.9 41= 2.0 42=2.0 43=2.1 44= 2.1 45= 2.2 46= 2.2 47= 2.3 48= 2.3 49= 2.4 50=2.4	51= 2.5 52= 2.5 53=2.6 54=2.6 55= 2.6 56=2.7 57= 2.7 58= 2.7 59=2.8 60=2.8 61=2.8 62= 2.9 63= 2.9 64= 2.9 65= 3.0 66= 3.0 67=3.0 68=3.1 69=3.1 70=3.1 71=3.2 72= 3.2 73=3.2 74=3.3 75=3.3 76=3.3 77=3.4 78=3.4 79=3.4	80= 3.5 81=3.5 82=3.5 83=3.6 84=3.6 85= 3.6 86= 3.7 87= 3.7 88= 3.7 89= 3.8 90= 3.8 91= 3.8 92= 3.9 93= 3.9 94= 3.9 95-100= 4.0

APPENDIX E SCHOOL CALENDAR



BRADFORD COUNTY SCHOOL DISTRICT 2020 – 2021 CALENDAR

July 31; August 3 -7, 2020	Pre-Planning
August 10, 2020	Student
August 26, 2020	Earl
September 7, 2020	
September 17, 2020	
October 9, 2020	
October 12, 2020	
November 11, 2020	
November 23-27, 2020	
December 18, 2020	
December 21, 2020	
January 4, 2021	
January 11, 2021	

Needs to be updated to current calendar or removed from CBA

Day (46) EARLY RELEASE
 Memorial Day Holiday

256 DAY PERSONNEL HOLIDAYS					
			HOME	9/7/2020	LABOR DAY
P1	7/2020	9/18/2020		11/11/2020	VETERANS DAY
R1	10/15/2020	10/20/2020		11/26-27/2020	THANKSGIVING BREAK
P2	11/10/2020	11/17/2020	11/20/2020	12/24-25/2020	CHRISTMAS BREAK
R2	12/18/2020	1/8/2021	1/14/2021	1/1/2021	NEW YEAR'S DAY
P3	2/4/2021	2/10/2021	2/17/2021	1/18/2021	MLK DAY
R3	3/10/2021	3/16/2021	3/29/2021	2/15/2021	PRESIDENTS' DAY
P4	4/21/2021	4/27/2021	5/3/2021	5/31/2021	MEMORIAL DAY
R4	5/24/2021	5/25/2021	6/4/2021		

SURVEY PERIODS

1	7/6-10/2020			12/21-23/2020	CALENDAR ADJUSTMENT DAYS (256 DAY)
2	10/5-9/2020			3/25-26/2021	CALENDAR ADJUSTMENT DAYS (256 DAY)
3	2/8-12/2021				
4	6/7-11/2021				

Board Approved 6-22-2020

APPENDIX F1 – Application for Leave

**BRADFORD COUNTY SCHOOL DISTRICT
Application To Take Employees Accumulated Leave**

Applicant _____ Date _____

Address _____ School/Cost Center _____

City/St/Zip _____

Position: Administrator () Secretary () Teacher () Paraprofessional () Food Service ()
Maintenance () Custodian () Transp. () Other ()

I hereby apply for accumulated leave on the dates listed below, limited to leave taken in one week:

____/____/____	through	____/____/____	Total # Hours _____
____/____/____	through	____/____/____	Total # Hours _____
____/____/____	through	____/____/____	Total # Hours _____

MARK ONLY ONE TYPE LISTED BELOW:

SICK LEAVE _____(hours)

I hereby certify that the absence was necessary due to: personal illness () illness or death of my: father () mother () sister () brother () spouse () or child ()

PERSONAL LEAVE WITH PAY _____(hours)

I hereby apply for personal leave in accordance with the School Board of Bradford County's policy pertaining to personal leave.

Reason (please refer to Bradford County School Board Policy) _____

PERSONAL LEAVE WITHOUT PAY _____(hours)

I hereby apply for personal leave without pay in accordance with the School Board of Bradford County policy pertaining to personal leave.

Reason (please refer to Bradford County School Board Policy) _____

VACATION _____ (hours)

I hereby apply for vacation in accordance with the School Board of Bradford County policy pertaining to vacation leave.

Employee's Signature

Social Security

Number Principal/Supervisor

Distribution: White – Payroll/Finance
PER0152

Yellow - Principal

Pink - Applicant

Appendix F2 – Application for Professional/TDE

BRADFORD COUNTY SCHOOL DISTRICT PROFESSIONAL/TEMPORARY DUTY
(Does not affect applicant's leave balance)

Applicant _____ Date _____
Address _____ Cost Center _____
City/St/Zip _____ Job Title _____
Dates of Leave: ____/____/____ through ____/____/____ Total # of Hours _____

MARK ONLY ONE OF THE TYPES OF LEAVE LISTED BELOW

SHORT TERM LEAVE (Less than 30 days)

EXTENDED LEAVE (30 days or more)

Professional _____
Temporary Duty _____
Court Subpoena or Jury
Duty (Policy 3.117) _____
Military * _____
Family Medical Leave _____

Professional _____
Illness _____
Maternity _____
Personal _____
Family Medical Leave _____
Other _____

***ATTACH A COPY OF YOUR OFFICAL PAPERS**

Assignment to _____, _____
(City) (State)

NAME OF EVENT _____

Expenses requested: YES ___ NO ___ Driving District Car? ___ Substitute requested: YES ___ NO ___

EXPENSES CHARGED TO: ____/____/____/____/____/____/____
Fund Year Function Object Cost Center Project Program

NOTE: IF EXPENSES ARE AUTHORIZED, A PER DIEM SHEET AND VERIFICATION OF MEETING, SUCH AS AGENDA, PROGRAM OR SIGN-IN ROSTER, MUST BE ATTACHED TO THIS WHITE COPY, BEFORE SENDING TO FINANCE.

Employee's Signature Principal or Department Head

Social Security Number Superintendent/Designee

Distribution: White – Applicant Yellow – Payroll Pink – Principal PER0151

Performance Pay Salary Placement Schedule 2020-2021

Placement Level	Base Salary	Longevity	
0	40,205		
1	40,205		
2	40,205		
3	40,205		
4	40,205		
5	40,225		
6	40,225		
7	40,250		
8	40,250		
9	40,275		
10	40,300		
11	40,325		
12	40,350		
13	40,375		
14	40,400		
15	40,425		
16	40,450		
17	40,475		
18	40,500		
19	40,525		
20	40,550		
21	40,575		
22	40,600		
23	40,625		
24	40,650	2600	52,180
25	40,680	2700	53,280
26	40,710	2800	54,380
27	40,740	2850	55,530
28	40,770	2900	56,680
29	40,800	2950	57,830
30	40,830	3000	58,980
31	40,860	3050	60,130
32	40,890	3100	61,280
33	40,920	3150	62,430
34	40,950	3200	63,580
35	40,980	3250	64,730
36	41,010	3300	65,880
37	41,040	3350	67,030
38	41,070	3400	68,180
39	41,100	3450	69,330
40	41,130	3500	70,480
41	41,160	3550	71,630
42	41,190	3600	72,780
43	41,220	3650	73,930
44	41,250	3700	75,080
45	41,280	3750	76,230
46	41,310	3800	77,380
47	41,340	3850	78,530
48	41,370	3900	79,680
49	41,400	3950	80,830
50	41,430	4000	81,980
51	41,460	4050	83,130
52	41,490	4100	84,280
53	41,520	4150	85,430
54	41,550	4200	86,580
55	41,580	4250	87,730
56	41,610	4300	88,880
57	41,640	4350	90,030
58	41,670	4400	91,180
59	41,700	4450	92,330
60	41,730	4500	93,480
61	41,760	4550	94,630
62	41,790	4600	95,780
63	41,820	4650	96,930
64	41,850	4700	98,080
65	41,880	4750	99,230
66	41,910	4800	100,380
67	41,940	4850	101,530
68	41,970	4900	102,680
69	42,000	4950	103,830
70	42,030	5000	104,980
71	42,060	5050	106,130
72	42,090	5100	107,280
73	42,120	5150	108,430
74	42,150	5200	109,580
75	42,180	5250	110,730
76	42,210	5300	111,880
77	42,240	5350	113,030
78	42,270	5400	114,180
79	42,300	5450	115,330
80	42,330	5500	116,480
81	42,360	5550	117,630
82	42,390	5600	118,780
83	42,420	5650	119,930
84	42,450	5700	121,080
85	42,480	5750	122,230
86	42,510	5800	123,380
87	42,540	5850	124,530
88	42,570	5900	125,680
89	42,600	5950	126,830
90	42,630	6000	127,980
91	42,660	6050	129,130
92	42,690	6100	130,280
93	42,720	6150	131,430
94	42,750	6200	132,580
95	42,780	6250	133,730
96	42,810	6300	134,880
97	42,840	6350	136,030
98	42,870	6400	137,180
99	42,900	6450	138,330
100	42,930	6500	139,480

Needs to be updated
when the new one is
ready

1. Instructional employees on the performance Placement scale that had a final Bradford County evaluation score for 2018-2019 of Effective will remain on the performance Placement Scale effective at the beginning of the 2020-2021 school year.
2. Those employees on the performance Placement scale that had a final Bradford County evaluation score for 2018-2019 of Effective received a \$250 adjustment.
3. Those employees on the performance Placement scale that had a final Bradford County evaluation score for 2018-2019 of Effective received a \$125 adjustment.
4. Instructional employees on the performance Placement scale that had a final Bradford County evaluation score for 2018-2019 of Effective received a \$125 adjustment.
5. Those employed at the beginning of the 2018-2019 school year at U- DD will receive the longevity supplement.

APPENDIX H – SUPPLEMENTAL/DIFFERENTIATED PAY SCALE

Supplement			Bradford	
Athletic Director, county			6500	3% bonus supplement for a district title, 5% for a regional title, and 10% for a state title. For coaches and sponsors of competitive teams for the first win. Each coach/sponsor can receive one bonus per year per level (district, regional, state).
ATHLETICS BHS				
Head Football Coach			7000	fall and spring
Assistant Head Football Coach (off season training responsibility)			4300	fall and spring
Assistant Football (Varsity and JV)			3300	fall and spring
Assistant Football (Varsity and JV)			3300	fall and spring
Assistant Football (Varsity and JV)			3300	fall and spring
Assistant Football (Varsity and JV)			3300	fall and spring
Assistant Football (Varsity and JV)			3300	fall and spring
Assistant Football (Varsity and JV)			3300	fall and spring
Head Basketball Girls			3500	must field a team of 7 for full supplement, 2/3rd for 5-6, no supplement otherwise
JV/Assistant Basketball			2500	must field a team of 7 for full supplement, 2/3rd for 5-6, no supplement otherwise
Head Basketball Boys			3500	must field a team of 7 for full supplement, 2/3rd for 5-6, no supplement otherwise
JV/Assistant Basketball			2500	must field a team of 7 for full supplement, 2/3rd for 5-6, no supplement otherwise
Head Baseball			3500	must field a team of 11 for full supplement, 2/3rd if over 9; Supplement will end if the numbers fall below the team minimum
Assistant Baseball			2500	must field a team of 11 for full supplement, 2/3rd if over 9; Supplement will end if the numbers fall below the team minimum
JV Baseball			2000	must field a team of 11 for full supplement, 2/3rd if over 9; Supplement will end if the numbers fall below the team minimum
Head Track- boys			3000	must field a team of minimum 7 for full supplement, 2/3rd otherwise
BMS/Assistant Track			2250	must field a team of minimum 7 for full supplement, 2/3rd otherwise
Head Track- girls			3000	must field a team of minimum 7 for full supplement, 2/3rd otherwise
BMS/Assistant Track			2250	must field a team of minimum 7 for full supplement, 2/3rd otherwise
Head Wrestling			2500	must field a team of minimum 10 for full supplement, 2/3rd otherwise
Assistant Wrestling			1200	must field a team of minimum 10 for full supplement, 2/3rd otherwise
Head Volleyball			3500	must field a team of 8 for full supplement, 2/3rd otherwise
JV Volleyball/Assistant			2000	must field a team of 8 for full supplement, 2/3rd otherwise
Head Tennis - Boys and Girls			3500	must field a team of 5 per team for full supplement, 2/3rd otherwise
Head Softball			3500	must field a team of 11 for full supplement, 2/3rd if over 9; Supplement will end if the numbers fall below the team minimum (9)
Assistant Softball			2500	must field a team of 11 for full supplement, 2/3rd if over 9; Supplement will end if the numbers fall below the team minimum (9)
JV Softball			2000	must field a team of 11 for full supplement, 2/3rd if over 9; Supplement will end if the numbers fall below the team minimum (9)

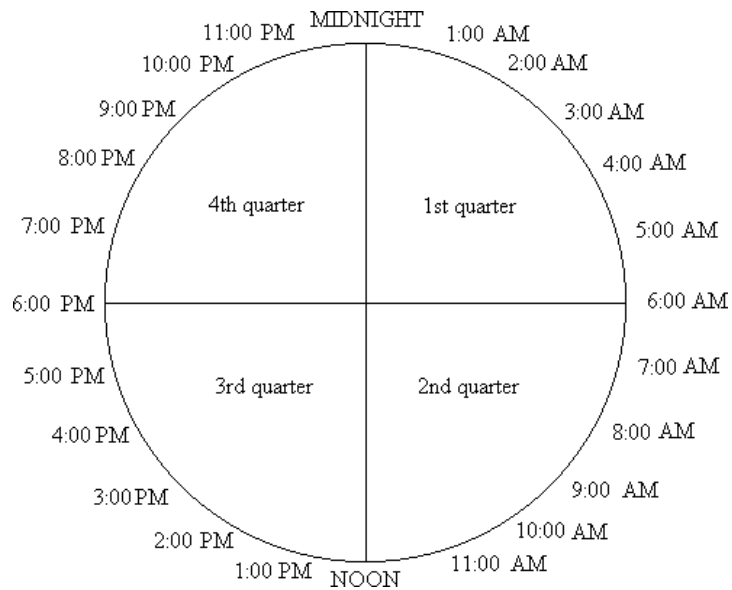
Head Weightlifting Boys			3000	must field a team of minimum of 10 for full supplement, 2/3rd otherwise
Head Weightlifting Girls			3000	must field a team of minimum of 10 for full supplement, 2/3rd otherwise
Assistant Weightlifting			2250	must field a team of minimum of 10 for full supplement, 2/3rd otherwise
Golf Boys and girls			3500	must field a team of 5 per team for full supplement, 2/3rd otherwise
Head Cross Country - Boys and Girls			3000	must field 10 per team for full supplement, 2/3rd otherwise
Flag Football			3000	must field a team of 9 for full supplement,
MUSIC				
Band Director BHS			5500	must hold afterschool rehearsals, must attend all MPA contests and hold 3+ public performances, and perform at all home and away football games
Assistant Band Director- BHS			2500	must hold afterschool rehearsals, must attend all MPA contests and hold 3+ public performances
Band Director BMS			4000	must hold afterschool rehearsals, must attend all MPA contests and hold 3+ public performances
Assistant Band Director-BMS			2500	must hold afterschool rehearsals, must attend all MPA contests and hold 3+ public performances
Band discretionary - Must be in by July 16			4000	to be used for hired assistants for sectionals, rehearsals, etc..
Drama/Choral Music - BHS			2500	must hold afterschool rehearsals, must attend all MPA contests and hold 3+ public performances (to include one drama performance)
Choral Music-BMS			1250	must hold afterschool rehearsals, must attend all MPA contests and hold 3+ public performances (to include one drama performance)
ACTIVITIES- BHS				
JROTC Rifle and Color Guard			1200	must attend/host 2+ outside performances
Student Council			1200	must hold afterschool meetings, prepare for homecoming, hold elections, and one community service project
Academic High-Q Team Coach			1500	must hold afterschool practices, schedule 5+ meets, attend regional and state contests as invited
Assistant Academic High-Q Team			1000	must hold afterschool practices, schedule 5+ meets, attend regional and state contests as invited
Varsity Cheerleader Sponsor			2500	must hold afterschool practices of a minimum of 4.5 hours per week, attend all football games as requested, attend home basketball games
JV cheerleader sponsor			1500	must hold afterschool practices of a minimum of 4.5 hours per week, attend all football games as requested, attend home basketball games
Majorette Sponsor			1500	must hold afterschool rehearsals, must attend all MPA contests and hold 3+ public performances
Flag Corp Sponsor			1500	must hold afterschool rehearsals, must attend all MPA contests and hold 3+ public performances

FFA Chapter Advisor - BHS			3000	must adhere to the chapter program of activities
FFA Chapter Advisor - BHS			3000	must adhere to the chapter program of activities
Yearbook (as a class)			1250	
Media Production Specialist			1250	
BMS				
Head Football Coach			3500	
Assistant Football Coach			1500	
Cross country - boys and girls			1000	
Volleyball			1800	
Boys Basketball			1800	
Girls Basketball			1800	
Girls' Softball			1800	
Boys Baseball			1800	
Cheer			1800	
Majorette Sponsor			1500	
Student Council			800	
NHS (250 each) BMS and BHS		250	500	
FFA Chapter Advisor - BMS			3000	must adhere to the chapter program of activities
EXTRA DUTIES				
Title 1 Lead Liaison			750	One per Title 1 school
BHS Chair	ELA		500	must attend afterschool planning meetings with admin or guided planning/data mining/mentoring with admi/coach/teachers
BMS Chair	ELA		500	must attend afterschool planning meetings with admin or guided planning/data mining/mentoring with admi/coach/teachers
BHS Chair	Math		500	must attend afterschool planning meetings with admin or guided planning/data mining/mentoring with admi/coach/teachers
BMS Chair	Math		500	must attend afterschool planning meetings with admin or guided planning/data mining/mentoring with admi/coach/teachers
BHS Chair	SS		500	must attend afterschool planning meetings with admin or guided planning/data mining/mentoring with admi/coach/teachers
BMS Chair	SS		500	must attend afterschool planning meetings with admin or guided planning/data mining/mentoring with admi/coach/teachers
BHS Chair	S		500	must attend afterschool planning meetings with admin or guided planning/data mining/mentoring with admi/coach/teachers
BMS Chair	S		500	must attend afterschool planning meetings with admin or guided planning/data mining/mentoring with admi/coach/teachers

BHS Chair	ESE		500	must attend afterschool planning meetings with admin or guided planning/data mining/mentoring with adm/coach/teachers
BMS Chair	ESE		500	must attend afterschool planning meetings with admin or guided planning/data mining/mentoring with adm/coach/teachers
BRT - (4)		5000	20000	
ADDITIONS:				
Student Council Elementary (5)		200	1000	
Yearbook Elementary		200	1000	
Chorus Program Elementary (3)		200	600	must hold 2 performances or more per year
Elementary discretionary supplements (5) Must be submitted to HR by July 16		200	1000	principals decide
HOSA NFTC (2)		500	1000	must hold afterschool meetings, attend regional and state contests
Skills USA (2)		500	1000	must attend skill contests
FBLA (2)		500	1000	must hold afterschool meetings, attend regional and state contests
Freshmen Class Sponsor		500	500	
Sophomore Class Sponsor		500	500	
Junior Class Sponsor		1000	1000	
Senior Class Sponsor		1000	1000	
			205300	
Lead Teacher- CVD			5400	
Lead Teacher - Practical Nursing			5400	
			10,800	
CRITICAL SHORTAGE				
Speech (7) x 8 hours		6100	42700	
OT/PT (3) x 8 hours		7800	23400	
Psychologist x 216 days x 8 hours		8500	8500	
Diagnostician x 216 days x 8 hours		7500	7500	
Speech Language Assoc. (in master's program) (3)		1000	3000	
Lead for Psychological Services			5400	
Lead for Therapy Services			5400	

Instructional staff assigned to Title 1 school		No more than 50	Amount will vary	Not to exceed \$50.00, amount depends on available Title 1 funds
			95,900.00	IDEA
Food Service Manager				
Bradford High School			2000	
Bradford Middle School			1600	
Southside Elementary School			1400	
Starke Elementary School			1400	
Lawtey Elementary School			800	
			319,950.00	Total supplements
ESP degree supplements				
AA/AS degree			1000	
BA/BS degree				

COMPUTATION OF TRAVEL



Class A and B travel shall be reimbursed at a rate of one-fourth of the authorized per diem for each quarter or fraction thereof. Currently, per diem is calculated at a rate of \$80.00 per day.

Class C travel shall not be reimbursed on a per diem basis but shall receive subsistence (allowance for meals) which shall be based upon the following schedule of allowed costs:

1. Breakfast - \$6 when travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
2. Lunch - \$11 when travel begins before noon and extends beyond 2:00 p.m.
3. Dinner - \$19 when travel begins before 6:00 p.m. and extends beyond 8:00 p.m.