CONTRACT

BETWEEN

THE SCHOOL BOARD OF VOLUSIA COUNTY

AND

THE VOLUSIA UNITED EDUCATORS

JULY 1, 2025 TO JUNE 30, 2027

BOARD APPROVED

11/18/2025

EFFECTIVE DATE

JULY 1, 2025

INSTRUCTIONAL PERSONNEL

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ARTICLE 1: RECOGNITION

The School Board of Volusia County recognizes the Volusia United Educators, FEA, AFT, NEA, AFL-CIO, hereafter referred to as the Union, as the exclusive bargaining agent of the employees described in the certification issued by the Public Employees Relations Commission in Case RC-90-016 issued June 11, 1990. The board also recognizes the Volusia United Educators for the purposes of collective bargaining in respect to wages, hours and terms and conditions of employment.

ARTICLE 2: DEFINITIONS

ADDRESS - The address of an employee provided by him to the Board.

ADMINISTRATOR - An employee of the Board who is excluded from the bargaining units and who qualifies as an "administrator" under the definitions set out in the Florida School Code.

AGREEMENT - The document which delineates the terms which are mutually agreed to as the result of collective bargaining.

BARGAINING AGENT - Volusia United Educators

BOARD/EMPLOYER - The School Board of Volusia County, Florida, or its designee.

CLASSROOM TEACHER - A teacher whose regular assignment is to provide student instruction on a daily basis, and who has a daily roster of students.

COLLECTIVE BARGAINING – The process by which the Bargaining Agent and Board make a determination regarding wages, hours, and terms and conditions of employment as set forth in §447 Florida Statutes.

CONTINUING CONTRACT - May be used interchangeably with the term "tenure" throughout this agreement. This definition shall not be interpreted to cause an employee to gain or lose any rights under applicable laws pertaining to continuing contracts or tenure.

CONTINUOUS SERVICE - Non-interrupted service to the Volusia County School System from the first day of service. Absence from service by an approved School Board unpaid leave shall not be deemed an interruption in continuous service.

DISCIPLINE - A written reprimand, suspension without pay, or termination from employment.

DOE - State Department of Education

DUTY FREE - Time not responsible for students.

EMERGENCY - An unforeseen occasion requiring immediate action. This shall include threat assessment meetings as required by Florida Statute.

EMPLOYEE - A member of the bargaining unit as defined in Article I unless otherwise indicated.

EXECUTIVE BOARD MEMBERS - Members of the Union executive board.

FULL-TIME - For purposes of the group life and health insurance plan only, an employee who is more than a half-time employee is considered to be a full-time employee.

HE/HIS/HIM - Whenever the masculine gender is used in this agreement, it shall also include the feminine gender and vice versa.

IMMEDIATE SUPERVISOR - The person in an administrative or supervisory position directly responsible for the supervision and direction of an employee and to whom the employee is directly responsible.

IMPASSE – A point in negotiations when a stalemate has been reached, with no prospect of change of position by either party, as set forth in §447 Florida Statutes.

INPUT - The opportunity for bargaining unit members to provide thoughts and suggestions about a particular matter.

INVOLUNTARY TRANSFER - An involuntary transfer shall be defined as a transfer initiated by the employer.

LONGEVITY **–** Years of Volusia County Schools service. For Volusia County experience, each year of experience will be considered a full year of work regardless of whether the service was part-time or full-time and provided the service was rendered for at least one day more than half the work year.

MEETING – A convening required by an administrator or supervisor.

PARTIES - Includes both the School Board and the Union and their duly authorized representatives.

PERC - The Public Employees Relations Commission of the State of Florida.

PLANNING TIME **–** A daily block of time provided to instructional personnel for the purpose of planning during which they will not be directly responsible for student supervision.

PRINCIPAL - The chief administrator of a school or his designee.

PROGRESSIVE DISCIPLINE **–** An employee disciplinary system that provides a graduated range of responses to employee conduct problems.

REASSIGNMENT - A reassignment shall be a change in assignment within a school or a district level department.

REGULAR WORK WEEK - Monday through Friday unless otherwise indicated in the Agreement.

SCHOOL - Each work site where teaching is conducted for which the Volusia County School Board is responsible.

SCHOOL CALENDAR - The School Calendar as adopted by the Board.

SELF-CONTAINED COMBINATION CLASS - A class in which children from two or more elementary grades receive all their academic instruction from the employee.

SENIORITY - Seniority is defined as the employee's length of continuous service from his date of last employment with the Board.

SUPERINTENDENT - The Superintendent of Schools or his designee.

TEACHER - An employee as defined in Article 1.

TEACHER HOLIDAY - As adopted in the school calendar.

TERMINATION - For agreement purposes, shall be defined as death, retirement, resignation, or discharge.

TRANSFER - A transfer shall be defined as a change in position from one school to another or to a district level department.

UNION - The Volusia United Educators

UNION STEWARD - The representative as designated by the Union at the individual worksite.

VACANCY - A vacancy shall be defined as any unoccupied authorized position which falls within the bargaining unit.

VOLUNTARY TRANSFER - A voluntary transfer shall be defined as a transfer initiated by the employee.

WORKDAY - A duty day of the employee as indicated in the agreement.

WORK YEAR - The basic contract period as described in this agreement in Articles 9 & 26.

ARTICLE 3: SCOPE OF BARGAINING

A. Scope

Collective bargaining between the Board and the Union shall be governed by Chapter 447 of the Florida Statutes, inclusive of mediation and impasse provisions thereof.

B. School Calendar

The Board and the Union shall work cooperatively to set the School Board calendar. The calendar shall not be changed without bargaining over the impact, except for changes necessitated by local, state or national emergencies. Where bargaining is not required, the School Board shall specifically solicit input from the Union.

C. Agreement

1. This contract shall not be altered, amended or changed except in writing and signed by both the Board and the Union, which writings shall be appended hereto and become part hereof.

2. In the event that any provision or article of this contract is ultimately held or determined invalid or void for any reason by any judicial or administrative authority of competent jurisdiction, all other articles and provisions of the contract shall remain in full force and effect. Within ten days after receipt of such decision, the parties shall meet for the purpose of renegotiating the provision or article.

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

4. An individual contract which is executed during the term of this Agreement between the Board and an employee shall be made expressly subject to the terms of this Agreement. An individual contract which is executed during an interim period between this and subsequent agreements between the Board and an employee shall contain a clause providing that after execution of this Agreement, said individual contract shall be brought into conformity with the terms of that agreement.

5. Each party shall bear the full cost of its participation in collective bargaining sessions and grievance and arbitration hearings. Time spent by employees during work hours, on behalf of themselves or the Union, shall be without loss of salary and fringe benefits providing that they or the Union shall reimburse the school system for substitute costs when necessary. Both parties agree to schedule such activities to interfere as little as possible with instruction of students. Time spent participating in collective bargaining sessions and grievance and arbitration hearings shall not count against union leave.

6. Memorandum of Understanding

   The parties agree that, as a matter of procedure, bargaining may take place outside the normal schedule as prescribed in the Agreement. In these events, the parties shall reduce all agreements to writing, entitled Memorandum of Understanding, and executed by the Superintendent and Union president.

   These Memoranda of Understanding shall be in full force and effect and subject to the grievance procedure until such time as they are ratified by the parties.

   The parties shall include all Memoranda of Understanding in the next regularly scheduled negotiations and ratification procedure.

ARTICLE 4: UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS

A. Union Access and Exclusivity

1. Bulletin Boards

   a. The Board shall provide space for bulletin boards for the Union in all lounges, planning areas, teacher cafeterias, or other such areas as mutually agreed to by the parties. The Board shall not grant any other employee organization exclusive bulletin board privileges for matters dealing with this Bargaining Unit, unless otherwise required by law.

   b. The Union will not distribute or post political, defamatory, slanderous, or libelous material anywhere on school property.

2. Mail System

   a. The Union shall have the right to use the school mail system, to include school mailboxes, provided that it agrees to pay any cost assessed by the United States Postal Service. The Board shall not grant any other employee organization these

privileges for matters dealing with this bargaining unit unless otherwise required by law.

b. The Union shall have use of the school electronic mail system only for the purpose of informing members of scheduled meetings, implementing the collective bargaining agreement, and for information distribution including, but not limited to: notice of information available on the Union's website, ratification materials, grievance processing activities, professional development opportunities, and benefits of membership. The Union shall comply with all applicable federal, state and local laws, and policies regarding the use of such systems.

The Union shall initiate its electronic communication through its building stewards so that they in turn, forward the communication to members in their building. The Union shall refrain from sending "blanket" emails to its membership. If any type of use of the electronic mail system by the Union causes a problem with the functioning of that system, the administration shall inform the Union of that fact, and the Union shall then refrain from engaging in the type of use of electronic mail that caused the problem.

The use of the school electronic mail system by members of the Union for Union business described above shall not be considered personal use. The electronic mail system shall not be used for the distribution of information which is political (unless authorized by the Superintendent), slanderous, defamatory, libelous, or in any way critical of the school board, the superintendent or any administrator or other employee of the school board. An email shall not be considered to be critical if it serves to communicate a professional disagreement and does not have the effect of undermining the school board, superintendent, or other administrator. Should the Union or its representative, acting on behalf of the Union, violate the terms of this article, the Superintendent shall have authority to suspend the right to use the electronic mail system for up to 90 calendar days after consultation with the Union.

c. The school mail system, email or the mailboxes will not be used by the Union for the distribution of literature, which is political, slanderous, defamatory, or libelous.

3. Representative Access

a. The Union representatives shall have access to non-work areas of any school during non-work time for the purpose of enforcing this agreement.

b. The Union shall have access to schools for the purpose of holding Union meetings to conduct business directly related to the bargaining unit. Such meetings shall be held only when employees are in a non-duty status. The school principal shall be given notice of no less than the following when requesting meeting space for said meetings: 1) one full school day in advance of the proposed meeting when the meeting is limited to bargaining unit employees assigned to the school; or 2) five school days in advance of the proposed meeting when the meeting includes bargaining unit employees from other schools and/or sites within the district. The notice shall include the date, time and room of the intended meeting. The school principal will notify the Union if there is a conflict and be given the opportunity to request another time and location.

c. In the event the Union seeks to utilize a school building to conduct an event or meeting not limited to bargaining unit members or for business not directly related

to the bargaining unit, it shall request the meeting space from the school principal and comply with the applicable community use of school facilities policy and procedures on an equal basis as any other party.

d. The Board shall not grant any other employee organization these privileges for matters dealing with this bargaining unit, unless otherwise required by law.

e. A Union representative will be given an opportunity to speak after the completion of employee orientation. Participation will be voluntary. The Union representative's time shall occur after the completion of the workday.

B. Union Assessments and Payroll Deduction

1. Union Assessments and Deductions

The parties agree that as of July 1, 2023, the following language is currently unenforceable and inactive due to legislation passed in the 2023 Florida Legislative Session. The parties recognize that this law is being challenged in the Federal and State courts. Upon a final decision from the courts, the parties will reconvene to determine the appropriate actions.

A member of the bargaining unit, and only such a member may present written authorization, using the form provided by the Union, to the Board to deduct union dues, uniform assessments, and ACTION deduction(s) from his salary. Each authorization shall be effective until the earlier of three occurrences:

a. Thirty (30) days after written notice of revocation of said authorization by the employee to the Board and Union.

b. Employee's termination of employment.

c. Transfer of employee out of the bargaining unit.

2. The Board will provide up to two payroll deduction slots to be used for Union-designated services such as insurance, annuities or other employee related benefits in accordance with School Board policy and guidelines. Payroll deduction for the purpose of political action committees is prohibited under this section.

3. Insufficient Pay for Deductions

In the event a teacher's salary earnings within any pay period, after deductions for withholding, social security, retirement, health insurance, and other priority deductions, are not sufficient to cover dues, uniform assessments, or ACTION, it will be the responsibility of the Union to collect its dues and uniform assessments for that pay period directly from the teacher.

4. Remittance

The deductions and a list containing the names, and amount deducted from the teachers' checks for whom the deductions are made, will be forwarded to the Union within five days after the last working day of the month. Such list shall be transmitted electronically.

5. The Board shall not be required to collect fines, penalties, or special assessments levied or attempted to be levied upon its employees by the Union, its officers, agents, or members.

C. Union Leave

1. Union leave will be granted to as many as three teachers designated by the Union for the purpose of serving as representatives of the Union or its state or national affiliate. The Union will reimburse for salary and benefits accrued during such leave. Representatives on leave will continue to accrue seniority as if they had been in a duty status.

   Unpaid union leave shall be granted to members of the bargaining unit designated by the union who are actively employed by the union, the state, or national affiliates. The individual shall complete the unpaid long-term leave of absence form annually and submit it to the district by the designated deadline. The union shall immediately notify the district to any change in the individual's employment status under this section of the agreement.

2. The School Board will grant Union leave of one day for official delegates to attend the FEA convention. The union will reimburse the School Board for the current salary and benefits during such leave.

3. Employees shall be granted leave days to conduct Union business. Such leave must be requested in advance and will be treated as leave with pay and will require prior approval of the Union President and the Superintendent. The Union will reimburse for the current salary and benefits during such leave. This paragraph does not apply to activities governed by paragraph C.5 of article 3 or modify paragraph L of article 23.

   a. A maximum of seventy (70) total workdays per year may be granted for such leave.

   b. In addition, leave used for professional development training and presentations are not to exceed twenty (20) days in any school year, and shall be considered professional leave, and shall not be counted against union leave. Such leave shall not be available in the week prior to the administration of the mandated student assessments or in the weeks in which the mandated student assessments are administered. No reimbursement shall be necessary for this leave if the union provides documentation which demonstrates a direct benefit to the district for said leave to the general counsel in advance of the leave.

D. Contract Accessibility

The Board and the Union will maintain a current electronic version of the contract on their respective websites in a searchable pdf format for the convenience of employees. The Board will provide 200 hard copies of the contract to the Union.

E. Information from the Board

1. All school board policies are maintained electronically on the Board website.

2. The Board agrees to furnish the Union upon specific request in writing, at the start of the school year, a current list of new teachers upon the conclusion of the New Teacher Orientation event.

3. The Board shall provide to the Union, on a monthly basis, a computerized listing, by electronic means, of all bargaining unit personnel, except as described below, which shall include their name, address, phone number, payroll dues deduction status, date of birth, unique identifier, hire date, start date, seniority date, job role/title, school email address, and school/work assignment. Said listing shall not include the address and phone number

of any individual for whom such information is protected by law. The parties recognize that such information is provided as the information is currently contained in the district's database and may not necessarily be completely accurate due to the various reasons. The Union hereby agrees to maintain the confidentiality of such information.

4. In an effort to resolve issues as they arise, the parties agree to meet monthly to share and discuss information which will be of benefit to the successful implementation of the Agreement and the goals of the Volusia County School Board.

F. Union Stewards/Executive Board Members

1. At the beginning of each school year, the Union shall notify the principal/department head of the identity of the stewards serving in that building/department and any changes made later in the school year.

2. In the event it becomes necessary to displace a steward or executive board member as outlined in Article 15.C., the principal shall meet with the Superintendent to discuss the rationale for the transfer. The principal shall also discuss the rationale with the affected steward or executive board member.

3. The Union steward at each school shall be provided copies of the school's non-salary general revenue budget, supplement budget, and Title I budget within ten (10) days of the budget in question being finalized, but no later than October 1. Additionally, the stewards shall be provided with the school improvement budget upon it being approved by the school advisory committee. Such budgets shall be provided in the most detailed format in which they are maintained.

4. The school, upon request of the Union steward will include in its announcements the times and locations of the Union meetings.

5. It shall not be a violation of this agreement for the Union stewards and executive board members to conduct union business by emailing members in accordance with the terms of this agreement, calling the Union office, meeting with the principal, or distributing materials in mailboxes in accordance with this article, during duty free times when not directly instructing students, provided such actions do not interfere with their duties and responsibilities as a teacher.

6. In an effort to encourage collaboration at the worksite, the Union chief steward and the building principal shall meet monthly upon the request of the Union chief steward and/or principal to discuss issues related to curriculum, school procedures and employee morale. The purpose of these meetings is to have informal conversations, to build understanding, share concerns and to jointly come up with resolutions to issues brought forward by the steward and/or the principal. If agreed to by the chief steward and the principal, assistant principals and other stewards may be included in said meeting.

7. On or before September 30 each year, the Union shall provide, to the labor relations contact, an accurate list of site-based union stewards, executive board members as well as member representatives and the schools they serve. Any updates to this list will be provided to the labor relations contact as necessary.

ARTICLE 5: EMPLOYEE RIGHTS/RESPONSIBILITIES

A. Creditors

Except in those cases which involve borrowing from students, parents, or employees of the School Board, no employee shall have disciplinary action against them because of a debt complaint, and unless required by law. The Board shall not assist a creditor in collecting any debt except as may be required by law.

B. Charity

Employee participation in charitable drives is voluntary. Solicitations will be made, but attendance shall be optional, and no pressure shall be used to require such participation. No school district employee will use his rank or position to coerce another employee into participating in a fundraising drive. Charitable presentations shall be made prior to faculty meetings that occur before the workday or after faculty meetings that occur after the workday.

C. Transporting Students

1. Employees shall not transport students except in accordance with School Board rules. The Board shall adopt a school board policy outlining the teacher's and the Board's responsibilities and liabilities. Said policy shall be included in all school handbooks.

2. Teachers will not be required to transport pupils to and from activities which take place away from the school grounds.

D. Residual Rights

All employees who participate at their own cost, and on their own time in the production of educational material shall retain residual rights should they be copyrighted or sold by the Board.

E. Health and Safety

1. The Board shall provide safety glasses and/or other safety equipment including first aid kits in a known central location for all employees assigned to work areas where the employee is exposed to chemicals, other dangerous substances or conditions, or potentially infectious body fluids. First aid kits shall be replenished as necessary. The School Board reserves the right to determine such conditions within the requirements of law.

2. Employees shall not return to schools or other employment centers which have been evacuated due to bomb threats until clearance for such return has been given by proper authorities. Employees shall not be required to search for bombs.

3. Employees shall not be required to examine students physically for the presence of any communicable diseases or parasites.

4. Each building/administrative department staff shall have the following options:

    a. The Faculty Council will have the authority to distribute educational information on health and safety issues to the employees; or

    b. A separate committee shall be formed to fulfill the same function

5. Each worksite shall have a designated contact to address safety and sanitary issues and questions. Employees shall use the electronic reporting system to report cleaning and/or sanitation concerns. These safety and sanitary issues shall be addressed within 24 hours. Employees whose workspace has been determined unsafe shall be relocated until such time as deemed safe.

   The employee and the Union will be provided with a copy of any reports or related correspondence received by the building administrator/administrative department head regarding the employee's concern. The administration shall give reasonable consideration to requests for an alternative location at the school/department until the issue is resolved.

F. Personnel Files

Personnel files shall be maintained in accordance with Florida Statutes, Florida State Board of Education Administrative Rules, and Volusia County School Board Policy Number 412.

G. Professional attire

The Board and the Union acknowledge educators are professional employees. Therefore, teachers are expected to dress professionally and appropriately for the position they hold. Appropriate attire does not include clothing with:

- Rips or tears
- Exposed midriffs or plunging necklines
- Beach style flip flops
- Sweat or yoga pants (PE teachers may wear sweatpants)
- Short shorts

ARTICLE 6: BOARD MANAGEMENT RIGHTS

The Board retains each and every managerial prerogative, right, and privilege not expressly waived, modified or abridged by a specific provision of this Contract. Specifically, the parties agree that the Board has the unilateral right to exercise the following powers, the enumeration of which shall not constitute an exhaustive listing nor be indicative of the diminution of any other right, power, or privilege provided by law, including but not limited to:

A. The Board retains the right to direct its employees and to hire, retain, promote, demote, reprimand (written), suspend, discharge, or take any other disciplinary action which the Board shall deem reasonable and for which just cause shall exist.

B. The Board retains the right to direct the work of its Employees, to make, revoke, and modify the assignment and duties of its employees, at its discretion.

C. The Board retains the right to determine the school calendar, the curriculum, the materials which are to be used in the instructional programs established by the Board, and to take all such other action as the Board may deem necessary within its discretion to carry forth its mission; provided, however, that in the event that the exercise of such discretion shall impact on wages, hours, or other terms and conditions of the Employees covered by the Contract, then the Board shall bargain, upon demand and consistent with applicable law with the Union.

D. Nothing herein shall be construed as giving the Board the unilateral right to change, amend, delete or add to the specific terms of this Agreement unless that right is reserved in another part of this Contract.

ARTICLE 7: CHANGES IN PAST PRACTICES/TERMS/CONDITIONS OF EMPLOYMENT

A. Bargaining unit-wide past practices of the parties shall not be changed without bargaining unless the practices, terms, and conditions of employment have been altered or changed by this Agreement.

B. Past practices at an individual school or worksite, concerning work rules, which impact on an employee's terms and conditions of employment shall not be changed without notice to and consultation with the Union prior to implementation.

ARTICLE 8: FAIR PRACTICES

A. Consistent with the Florida Statutes, Chapter 447, each employee in the bargaining unit has the right freely without fear of penalty or reprisal to form, join, and assist the Union, or act as steward or other representative, and to refrain from any such activity, and each employee shall be protected by the Union and the Board in the exercise of these rights. Included within this clause is the right of the steward to provide representation consistent with the requirements of Chapter 447. A steward who believes he or she has been discriminated against based upon his or her Union activity shall be given the opportunity to meet with a VUE representative and the Superintendent to discuss the matter. The meeting shall be scheduled within ten (10) workdays of the request for the meeting.

B. There shall be no illegal discrimination in employment, employment opportunities or job actions on the basis of race, color, religion, age, sex, national origin, handicap, sexual orientation, or marital status unless one or more of the above constitute a bona fide occupational qualification within the meaning of the law. No employee will be illegally discriminated against or given preference because of any of the above characteristics, unless otherwise required by law.

C. Employees shall have the protection of all rights to which they are entitled by the Constitution of the United States, Federal Statutes, Florida Constitution, Florida Statutes, DOE Policies and Regulations and School Board Policies, including those set forth in Section A and B of this article, and the Grievance Article. Employees shall not be subjected to personnel practices which are prohibited by or in conflict with school board policy.

D. All claims, or potential claims, whether legal, administrative or otherwise, of a violation, misinterpretation or misapplication of an employee's or group of employees' rights under this article or any of the law cited herein shall be subject to the grievance procedure but shall not be subject to arbitration except by mutual written consent of the parties. Should an employee or group of employees seek judicial or administrative relief with respect to the rights referred to in Section C, he or they shall relinquish the right to proceed through grievance.

ARTICLE 9: WORKING HOURS AND CONDITIONS

A. The work year of the teachers shall be as follows:

1. The basic contract period for ten-month teachers who have tenure shall be 196 days, including six paid holidays, nine teacher duty days, one professional development day and 180 student attendance days. For annual contract teachers hired after the close of the first semester, if the teacher is rehired, then that subsequent year shall be considered to be the

teachers first year of employment. Specific dates shall be in accordance with the calendar except when otherwise authorized by law.

2. The basic contract for ten-month teachers who are on annual contract shall be a 196-day contract. Three additional duty days will be paid to first year teachers to allow for professional learning to support new teacher growth to comply with the state mandate for a teacher induction program. The District and the Union shall continue to work collaboratively to develop a differentiated two-year program called New Teacher Academy (NTA), a teacher induction program mandated by state law. Additionally, all teachers hired for the first time by the district, or who have had a break in service greater than five (5) years, will be required to attend six hours of subject specific professional learning during the first year of employment. Novice teachers who successfully complete all requirements of year one (1) of the NTA program will be required to participate in a school based mentoring component. For purposes of this article, a novice teacher is defined as a teacher who is new to employment with the district and has no verified previous permanent teaching experience of at least 1 year. The program requires changes in the number of workdays for a novice and experienced teacher's first year of employment with the district. The content of the program shall be jointly developed by the district and the Union and will include 21 hours of professional learning. The Union agrees that membership recruitment shall be limited to non-training times such as lunch, breakfast, or before or after the preservice day. The sessions will include professional learning designed to assist a teacher in having a successful first year and shall include programs from the Union's professional development program as well as other similar programs which focus on classroom set-up, ethics, rules and procedures and classroom management. There will also be a session on ethics in teaching. Any teacher hired after part or all of the three (3) day pre-service will be required to participate in the prescribed professional learning. Experienced teachers will be required to participate in a reduced NTA model. Any new teacher hired after the preservice days will be required to make up the missed time and paid for that time. A new teacher who misses one day will make up 6.5 hours upon completion and be paid for 7.5 hours. A new teacher who misses two days will make up 13 hours and be paid for maximum 15 hours. Payment will be processed and paid twice a year- once in the first semester and once at the end of the school year – dependent upon the timing of the completion of the make-up work. New teachers failing to complete the teacher induction program by the established deadline will receive a rating of "unsatisfactory" on component 4e "Growing and Developing Professionally" on their final evaluation. A teacher who misses all three days shall be required to make up 19.5 hours and paid for 22.5 hours. Teachers hired after the first semester will be considered temporary hires and will not be part of the NTA program until the following school year, assuming rehire. Nothing herein shall be interpreted to imply reappointment of annual contract teachers.

   Preservice teachers who attend the New Teacher Orientation program at the request of an administrator or designee, shall be paid for their attendance.

   The principal of any teachers who do not successfully complete the NTA requirements shall be notified prior to the completion of the teachers' summative evaluation. The principal shall use the lack of completion of the program as evidence for an "unsatisfactory" rating for component 4e "Growing and Developing Professionally."

3. During pre-planning and post-planning, at least one half (1/2) of the work time shall be reserved for use by the teacher for activities and job responsibilities such as, but not limited to, class planning and preparation, required paperwork, parent conferences, team planning, and record keeping. The principal shall have the discretion to require attendance at faculty meetings, department meetings, grade level meetings, in-service meetings, PLC, Meet the Teacher, etc., during the balance of the work time during pre-planning, however during

post-planning said activities shall not exceed two hours in any year when two post-planning days are scheduled, or one hour in those years when only one day of post-planning is scheduled. Such meetings shall be scheduled to be completed prior to lunch. On pre-planning and post-planning days, teachers shall be given an uninterrupted one-hour lunch period.

4. During duty days scheduled within the student year, at least one half (1/2) of each such day shall be reserved for use by the teacher for activities and job responsibilities such as, but not limited to, class planning and preparation, required paperwork, parent conferences, team planning, and record keeping. The principal shall have the discretion to require attendance at faculty meetings, department meetings, grade level meetings, curriculum meetings, in-service meetings, PLC etc., during the balance of the work time during such duty days scheduled within the student year. Such meetings shall be scheduled to be completed prior to lunch. On duty days, teachers shall be given an uninterrupted one-hour lunch period.

5. District level in-service provided on the professional development day shall be jointly developed by the district and the Union. The parties shall endeavor to ensure that the professional development activities are relevant to the employee's job assignment. Except for specific prior approval by the principal, the use of personal leave shall not be permitted on the professional development day. On the professional development day, teachers shall be given an uninterrupted one-hour lunch period.

6. In the case of job categories in which the established working year exceeds the basic contract period, compensation will be made as provided in Article 26 - Compensation and the salary schedule.

7. Nothing herein shall abridge the right of the Board to establish a different contract period when allowed by law, provided that before implementation of the new contract year the Board will, upon request, bargain with the Union with respect to any impact on the wages, hours, and terms and conditions of employment of the affected employees.

B. Teachers will be assigned appropriate starting and dismissal times by the School Board.

Elementary Day for Classroom Teachers – 7 ½ Hours

300 Minutes of instruction (Daily average for the week)
20 minutes of recess
30 minutes of uninterrupted lunch time
45 minutes continuous duty-free planning within the student day (Daily average for the week)
30 minutes duty free planning time outside the student day (Daily average for the week)
The remainder of the 7 ½ hours will include preschool and postschool time.

Middle School Day for Classroom Teachers – 7 ½ Hours

300 minutes of instruction (Daily average for the week)
30 minutes of uninterrupted lunch time
Duty-free planning equivalent to one class period (Daily average for the week)
The remainder of the 7 ½ hours will include student class change time and pre-school and post-school duty-free planning time.

High School Day for Classroom Teachers – 7 ½ Hours

300 minutes of instruction (Daily average for the week)

30 minutes of uninterrupted lunch time
Duty-free planning equivalent to one class period (Daily average for the week)
The remainder of the 7 ½ hours will include student class change time and pre-school and post-school duty-free planning time.

Alternative Education Sites

300 minutes of instruction (Daily average for the week)
30 minutes of lunch time (any change to the current way the lunch is scheduled will be done with input from the staff)
50 minutes of planning (Daily average for the week)
The remainder of the 7 ½ hours will include pre-school and post-school time.

District Virtual Education Program/Online Learning Program (VOL)

Teachers employed as Volusia Online Learning teachers shall be entitled to all rights and privileges guaranteed within the Collective Bargaining Agreement unless specifically modified within this section.

Daily hours will not exceed 7.5 hours
Standard work hours for online teachers are between 6:00 a.m. – 8:00 p.m.
Alternative work schedules outside for the aforementioned hours will require administrative approval.

Work hours shall be documented using an electronic calendar, identifying blocks of time labeled as "work hours," "lunch," and "planning." Calendars will be shared with administration.
30 minutes uninterrupted lunch shall be provided daily.
325 minutes of planning time will be provided each week.
Evening availability:

- Minimum of two (2) hours per week
- Such time does not need to be consecutive
- May be available beginning at 4:00 p.m.

Bargaining unit members may be required to report to the worksite on a rotating or intermittent basis. If not part of a rotation, a 24-hour notice to report will be provided, except in case of an emergency. A virtual teacher may be allowed to work from home, with the agreement of both the administrator and the teacher. Teacher work hours on required report days are 8:00 a.m. – 3:30 p.m.

Initial school registration and Focus enrollment of students will not be the responsibility of VOL instructional staff.

C. Employees whose scheduled workday is less than the full time equivalent but greater than half shall be entitled to a pro-rated uninterrupted lunch and a pro-rated planning period. Teachers whose scheduled workday is seven- and one-half hour (7 ½) workday, shall be entitled to the duty-free planning time during the student day as described in this article. The work week for non-classroom teachers at school sites shall include not less than 325 minutes of non-instructional time, excluding lunch. This time is not required to be continuous.

D. Uninterrupted lunch time shall not include assisting students in the lunch line.

E. Consistent with Section 1012.22 (1)(h), Florida Statutes, the purpose of planning time is to allow classroom teachers time for planning during which they will not be directly responsible for student

supervision. During such time, a building principal has the discretion to require the teacher to participate in meetings as may be necessary. However, teachers shall not be required by the building principal to attend in-service meetings, grade level meetings, department meetings or curriculum meetings during their planning time more than once per week, except in cases of emergency. This meeting shall be confined to PLC/curriculum meeting, or grade level/department meeting. Four additional meetings during planning time per month may be scheduled for an IEP, section 504 or MTSS meeting except in months where there are less than 14 workdays, shall be limited to two (2) such meetings. The administration will continue its ongoing efforts in collaboration with the teachers to reduce paperwork required of teachers. If a principal believes it will be necessary to have teachers give up their planning time during the administration of statewide standardized testing, the principal shall first seek volunteers from the teaching staff with an appropriate schedule. If there are an insufficient number of volunteers, then the principal may designate the teachers who will be required to give up their planning time. Teachers called upon to give up their planning time during the administration of statewide standardized testing shall receive their hourly rate of pay rounded to the nearest quarter hour.

F. For as long as the middle schools continue to have a duty-free planning time prior to the student day, that planning time will be used as described in paragraph "G." below. Reasonable efforts will be made to limit the number of meetings scheduled during the planning time to allow teachers time on a daily basis prior to the student day to be used at the teacher's discretion. This does not supersede the allowable provisions in J.

G. Teachers may be required to attend school related general faculty meetings, school department meetings, grade level meetings, and/or parent conferences outside of the regular workday, to last no longer than one (1) hour, without additional compensation. No teacher shall be required to attend more than two of the meetings above per month outside of the regular workday, except in cases of emergency where the required after school meetings have already been conducted for the month. Any month with less than 14 workdays shall be limited to no more than one after school meeting absent an emergency. Attendance at all other meetings beyond the regular workday for which compensation is not paid shall be at the option of the individual teacher, except attendance shall be required at one Open House annually, or as otherwise provided in this contract.

The date of Open House will be communicated to employees at each school during the pre-planning week. Bargaining unit employees shall only be required to attend one Open House event per academic year. Open House shall last no more than two (2) hours.

Faculty meetings may also be used to deliver in-service education. The building principal shall endeavor to ensure that such in-service is applicable to the entire staff. Except in emergency cases, a written agenda should be made available to those who will be attending prior to the beginning of any faculty meeting. For elementary and high schools, all faculty meetings, except on Duty Days, shall begin no later than 20 minutes after the student dismissal time. Faculty meetings at the middle school level will be conducted one hour and ten minutes prior to the start of the student day, except that such meetings may be conducted after the work day where the practice at the school is to do so or when circumstances arise that are outside of the principal's control necessitating an after school meeting.

For every week in which a teacher is not required to attend a faculty meeting, grade level meeting, department meeting, in-service meeting or curriculum meeting outside of the regular workday, the principal shall have the discretion to require the teacher to attend parent conferences outside of the regular workday without additional compensation.

H. During the weeks when grades are due, no mandatory meetings or trainings shall be allowed during planning or before/after school with the exception of the IEP, 504, or MTSS meetings mentioned in E above: (when grades are due on a Monday, it will be the week prior), except in cases of

emergency. During the week of open house, a PLC meeting is allowed to occur (not on the day scheduled for open house), but before/after school meetings shall be prohibited. Additionally, on the week when interim grades are due, PLCs may be held on Thursday or Friday. The principal shall endeavor to minimize the number of meetings to be held during or after the end of the regular workday, except when additional compensation is to be paid for such meetings. When possible, the building principal shall consider the use of email to communicate with teachers.

I. Teachers shall be notified electronically or in writing of all meetings 24 hours in advance, except in cases of emergency. Such notice shall include the purpose of the meeting. An additional exception may be made for student/parent situations requiring immediate attention. In such cases, the administration shall speak with the teacher in private about the issues prior to the start of the meeting.

J. As much as practicable, non-teaching duties shall not be performed by teachers. These non-teaching duties include collecting money (except as in Section L of this Article); supervising cafeterias and buses; delivering books; taking inventories; distributing supplies; duplicating instructional materials; similar clerical and/or custodial duties. When supervisory needs are not met by teacher volunteers, and supervision of corridors, rest rooms, stairways and other areas is warranted as determined by the principal, it will be assigned on a scheduled rotating basis. No teacher shall have to provide supervision for more than 36 times per year except in cases of emergency. Prior to the implementation of a rotation of duties under this paragraph, the principal shall discuss the plan with the faculty (during pre-planning if the rotation is to begin at the start of the year, or at a faculty meeting during the year if the rotation is to be implemented during the year). In lieu of performing duties on a scheduled rotating basis, a faculty may, with the approval of the principal, select an alternative plan for the faculty to provide such student supervision following the waiver process outlined in article 11.

K. Specific planning time, apart from student contact hours and travel time, will be provided to all itinerant classroom teachers.

L. Teachers shall not be required to collect general instructional fees of a school-wide nature beyond the second week of school. Teachers shall receive annual training on the process for collecting and receipting money.

M. Teacher attendance at sales presentations will be optional. Such presentations must occur outside of the content of the meeting.

N. Teachers shall not be required to perform administrative duties.

O. Employees may engage in the private tutoring of students for profit, provided the following conditions exist:

1. The teacher is not on duty status.

2. The tutoring does not take place on school property or use district curriculum resources without permission of the principal.

3. The teacher shall refrain from tutoring students enrolled in his instructional class.

P. The workday for district level bargaining unit members shall be seven- and one-half hours, including a half hour paid lunch. With the agreement of the supervisor, an employee may extend his or her workday to 8 hours for the purpose of having a one-hour lunch, with one half hour of lunch being unpaid. The unpaid half hour shall be duty free. District level bargaining unit members

will have, in the course of the week, 325 minutes of non-instructional time. This time is not required to be continuous.

Q. Early Release Days - Early release days for students will be scheduled as follows.

1. On early release days, the student day shall be shortened by 60 minutes.

2. A schedule for early release days will be provided prior to the start of each school year, with Wednesday being the day of the week in which early release will be given and identify Wednesdays in which no early release days will be scheduled for testing and/or substantially related accountability or instructional purpose for a total of up to 5 weeks in a school year. In the event a total of more than 5 weeks is necessary in order to comply with assessment requirements, the parties shall work to arrive at mutually acceptable agreement to provide the sufficient amount of days necessary to comply with such assessment requirements. The district and the Union will meet as early as possible before finalization of the schedule for early release days for Union review and input on that schedule and for discussion of these stated purposes and days. The class schedule that will be utilized on early release days will be discussed at a staff meeting during preplanning.

3. The student time lost as a result of the early release days shall be added to the remaining student days in the year in order to avoid any loss of student learning time. No more than 10 minutes of additional instruction time shall be added to the student day in order to avoid any loss of student time. If this addition causes instruction time to exceed 300 minutes per day, such addition shall not be considered a violation of the collective bargaining agreement.

4. Except as stated herein, all early release time shall be unscheduled and utilized at the discretion of the teacher for job responsibilities such as, but not limited to, class planning and preparation, required paperwork, parent conferences, team planning, and record keeping. The district or school level administrators shall be permitted to schedule meetings and/or in-service activities during release time on up to six (6) of the early release days in the school year. Principals shall inform the faculty during pre-planning which of the early release days will be scheduled in accordance with this section. Teachers will be given at least two (2) weeks' notice electronically or in writing of any changes to this schedule during the school year. Understanding that teachers are an important part of the process, principals will endeavor to seek input from their faculty in order to customize the delivery of training. Principals, including at the middle school level, shall also have the discretion to schedule after-school faculty meetings, as described in this article, on any of the six (6) days in order to extend the time for the meeting and/or in-service activities. The agenda for said activities shall be shared in advance with the Union. The length of the time for the after–school meeting shall be the time necessary to ensure that a two (2) hour block of time is available for the meeting and/or in-service activity. On weeks in which an ERPL occurs, no faculty meetings may be scheduled. PLCs shall not occur on the same day as an ERPL.

5. The implementation of early release days shall not cause the teachers' normal workday to be extended on non-early release days.

R. The district and the union shall comply with section 1001.42(21), Florida Statutes as it relates to schools with a grade D or F. The district and union shall collaborate and develop an MOU to comply with Florida Statute 1001.42(21).

ARTICLE 10: [RESERVED]

ARTICLE 11: WAIVER PROCEDURE

Should the principal, after consulting with the Union Steward, teachers serving on the School Advisory Council and the Faculty Council, if one is in place, wish to seek a waiver of one or more of the requirements of the collective bargaining agreement as it applies to that particular school, the following procedure shall be followed:

1. The principal shall contact the Union President to work cooperatively through the waiver process. The principal shall draft the waiver request, which shall cite the specific articles to be waived and describe the proposed modifications to terms and conditions of employment that will exist for the school.

2. The Union shall convene a voluntary meeting at the site to discuss the proposed changes prior to the vote.

3 Any such waiver must be ratified by 66% of the certified instructional staff at the school. The voting shall take place over two days and a provision for absentee ballots shall be made for teachers who will not be in attendance on the voting days. Teachers on a long-term leave shall not be considered in the count of bargaining unit employees. The Union and the staff shall be provided written notice of the waivers at least five days prior to voting on the waivers. The notice shall also include the date and time of the vote. Voting shall be by secret ballot conducted by the Union steward or other building representative appointed by the Union, at times called by the principal. A sign-in sheet shall be utilized to receive a ballot and to monitor the instructional staff voting. The counting of the ballots will be conducted by the Union in a public setting.

4. If the waivers are approved by the certified instructional staff at the school, the waivers will be submitted to the Union president and superintendent of schools for approval. If approved by the Union president and the superintendent, such waivers shall become effective as specified by the approving parties and shall remain in effect for the remainder of the current school year. Such waivers may be extended or suspended by repeating the procedure specified in this article.

5. Where a waiver results in lengthening of the school day or year, specific consideration will be given to requests for transfer submitted based upon individual hardships caused by the waivers.

6. All documentation related to the waiver vote shall be submitted to the Union upon the conclusion of the wavier process.

ARTICLE 12: FACULTY COUNCIL AND BUDGET COMMITTEE

A. Faculty Council

1. A faculty council for each school center may be organized and meet as needed. Said meetings may be held during the school day provided individual members do not have classes when the meetings are held. Members of the council shall be nominated and elected by secret ballot. The election shall be overseen by the Union steward and one other faculty selected by the Union steward. If there is not a Union steward, the Union shall appoint the faculty members to oversee the election process. The faculty council shall exist in addition to any other committee or group within the building. The council shall be elected in the spring/fall of each school year. In nominating and electing the members, teachers should make reasonable efforts to ensure that a teacher who is currently certified in ESOL, or who provides ESOL services, is on the Faculty Council, where applicable.

2. Said council shall consist of the following:

a. High School

One teacher from each of the following areas: 1) language arts, 2) math, 3) science, 4) art, music, physical education & drama, 5) guidance, media, 6) Cooperative Business Education, business, Diversified Cooperative Training, Distributed Educational Clubs of America, technology arts, agricultural science, 7) social studies, 8) Exceptional Student Education, 9) foreign language.

b. Middle School

One teacher from the following areas: 1) 6th grade, 2) 7th grade, 3) 8th grade, 4) Exceptional Student Education, 5) electives, 6) guidance, media

c. Elementary School

One teacher from each of the following areas: 1) primary K-1, 2) primary 2-3, 3) intermediate 4-5, 4) special areas (art, music, physical education), 5) Exceptional Student Education, 6) Resource/Consulting teachers/Media & Guidance.

d. The principal or designee may at his or her option serve as a member or ex-officio member of the faculty council.

3. The faculty council shall select its chairperson from within its membership. The term of office for members of the council shall be for one (1) school year. The Union steward, if not a member of the faculty council, may attend meetings of the council and be a resource person at the request of the council.

4. When vacancies occur, they shall be filled by election as provided in Section A-2 of this Article.

5. Faculty councils shall be established as soon as practicable after ratification of this agreement.

6. The faculty council may advise the school building principal regarding rules that govern the school.

7. The purpose of the council is to provide input pertaining to local school policy and procedures. However, grievances may not be discussed.

8. The faculty council will involve the total staff in recommending the development and revision of written policies affecting the school.

9. All actions taken by the faculty council will be advisory to the principal and shall not become binding in absence of concurrence by the principal.

10. Individual faculty councils will have the ability to promulgate individual operating procedures.

11. In cases of procedural disputes, *Roberts Rules of Order* will prevail.

12. The faculty council will reach decision by consensus.

B. Budget Committee

1. Every school shall have a budget committee. The budget committee shall be comprised of all department/grade level chairpersons or volunteer representatives from each department or grade level, selected by the principal where the school does not have department/grade level chairpersons, the currently identified Union steward or other building representative appointed by the Union and a member of the faculty elected by the faculty. The election shall be conducted by the Union steward. If any chair chooses not to serve in this capacity, he will conduct an election within the department so as to determine who will serve in his place.

2. The budget committee shall elect its own committee chairperson. The chairperson shall be responsible for the transmitting of budget information regarding the school budget to their committee and the faculty council.

3. The budget committee shall make recommendations, in recorded form, to the principal pertaining to the allocations of instructional non-salary general revenue funds. The budget committee shall seek the input of the faculty council, and members of their constituency, prior to making its recommendations.

4. After the monies are distributed, no change in the distribution within a school center will be made without the approval of the members of the budget committee. The budget committee will provide a process for emergency allocations when school is not in session.

5. The individual school budget allocations will be adjusted to reflect the changes in enrollment after the first FTE count of the school year. Unusual fluctuations in student enrollment within the individual school will be considered for subsequent changes in budget allocations.

6. The written recommendation or results shall be given to all teachers at the school.

ARTICLE 13: PROFESSIONAL LEARNING AND IN-SERVICE EDUCATION

A. In-service Education - In-service education for teachers shall be in accordance with the following procedures:

1. Voluntary in-service training shall be based upon and developed from needs assessments and/or special requests solicited from the teachers.

2. When the Board or administration determines that involuntary in-service training is necessary, the following criteria shall be employed:

   a. A training component including the purposes, type of participants, length of training, type and nature of credit being offered, specific objectives, and evaluation procedures which shall include pre- and post-assessments shall be developed for in-service education. Participants meeting criteria for mastery on the pre-assessment may be excused from the mandated training.

   b. When possible, at least one alternative training time may be made available for participants.

B. The Board will pay the full cost of reasonable expenses incurred in connection with any workshops, seminars, conferences, or other such sessions which a teacher is required by the administration to take. When sessions are scheduled during the school day, substitutes for classroom teachers who are required or requested to attend will be provided by the Board when sessions involve one-half day or more. When such sessions cannot be given during the school day, the Board retains the right to require attendance, when deemed necessary by the Board. Employees will be compensated consistent with the terms of this agreement. This does not include training to maintain certification (district or school based). See Appendix H.

C. Nothing herein shall limit the power of the Board to require in-service education whenever it deems necessary. Workshop opportunities offered through the Union will, if pre-approved by the Superintendent, be accepted for the purpose of in-service points.

D. Supervision of Student Teachers and Interns

Supervision by a teacher of a student teacher or an intern shall be voluntary.

ARTICLE 14: TEACHER EVALUATION

A. Teachers shall be evaluated in accordance with the Volusia System for Empowering Teachers (VSET), Chapter 1012.34 F.S. and other applicable state statutes and regulations. All observations shall be conducted by an evaluator trained and vetted annually by the Coordinator of Employee Performance. All observation cycles and the Deliberate Practice Plan (DPP) must be completed at least two weeks before the last student day. The instructional practice (observation cycles and Deliberate Practice Plans) portion of the evaluation score will be provided to teachers before the end of the school year. The Final Summative Report will be provided after receipt and calculation of the Student Growth Measure and Value-added portion. The Student Growth Measure portion shall be completed within 2 weeks of the arrival of the data from the state, unless technical problems delay the process, and teachers shall be given notice of the final calculation as soon as practical using appropriate technology. Notice by email using the district's email system shall be acceptable.

B. The Superintendent and the Union president shall jointly appoint a VSET steering committee of an equal number of teachers, appointed by the Union president, and administrators, appointed by the superintendent. The committee shall be co-chaired by one representative appointed by the superintendent and one representative appointed by the Union president. The committee shall be responsible for an annual review of VSET, shall develop the process for appeals as referenced in section D below, and make any recommendations for modifications or changes to a district level administrator and the Union president who shall review the recommendations and present a recommendation to the superintendent. The superintendent shall take the recommendation under advisement when forming their final recommendation to the board. In the absence of a recommendation from the committee, or should the superintendent disagree with the committee recommendation and decide to take other action, the superintendent will notify the Union of their intended action at least two weeks before any action by the School Board and meet with the Union president to discuss the matter if requested to do so. Should the union disagree with the superintendent's final recommendation, it shall retain all rights under Chapter 120, F.S. and all other applicable state statutes and regulations.

C. As soon as it is completed, all documents related to VSET shall be maintained on a secured district data management system for which each teacher shall have access to their VSET files. Electronic acknowledgement does not necessarily indicate agreement with the content of said documents. Teachers shall retain the right to submit a written rebuttal which shall become a part of the evaluation record.

D. While the professional judgment of a supervisor is not grievable, should the teacher believe that any portion of the VSET process as described in the VSET handbook has been violated, they shall follow any appeals process in the handbook before proceeding to the grievance process under Article 23. The timeline in Article 23 will be considered to begin after the appeals process is completed. Any cycle that does not count toward the summative report of the teacher shall not be grievable. Any grievance filed on behalf of any employee who receives a summative report rating of needs improvement or unsatisfactory shall begin at step 3 of the grievance process. All such grievances shall follow the grievance process in Article 23. A response shall be provided within five (5) days. The parties agree that if a technical correction will bring the evaluation in question into compliance with the evaluation procedure, such a correction may be made. If the matter is submitted to arbitration, the parties shall work together to facilitate the process. Notice to go to arbitration shall be made within 5 working days. Subsequent to the ratification and adoption of this agreement, the district and the union shall meet to discuss whether an expedited arbitration process will be utilized, and if so, under what terms. Options considered by the parties will include, but not be limited to: (i) to pre-select a panel of arbitrators and contact them to establish potential calendar of arbitration days to which employees with appeals may be slotted; (ii) to keep the individual hearings to approximately four (4) hours maximum; (iii) the arbitrator being required to submit a decision within 48 hours; (iv) no written briefs shall be submitted. Under VSET, the Educator Evaluation, the Deliberate Practice Plan, Student Growth Measure and the Summative Teacher Report shall be treated as separate grievance events.

E. Unscheduled observations for the purpose(s) of formal evaluation shall be conducted with the full knowledge of the one being evaluated.

F. In general, conferences conducted in accordance with VSET are for improvement and review and are not meetings where the right to representation applies. However, where, under the standards for termination established in state law and this agreement, a teacher has a reasonable belief that a scheduled evaluation conference could result in the teacher's employment being terminated or as a result of the evaluation being completed, the teacher shall have the right to representation.

G. As required by law, a teacher with tenure who receives a summative rating of unsatisfactory for two consecutive years or a needs improvement for three consecutive years or any combination thereof during a 3-year period shall not be reappointed.

H. The parties agree that should at any time the Florida law applicable to such procedures be changed by the Florida Legislature or overturned by a court decision with all appeals having been exhausted, then the Superintendent shall reconvene the VSET steering committee, which will proceed to consider whether any modifications to the procedures are necessary or advisable, and if so what those modifications should be. The committee and the parties will follow the process set out in paragraph B. above. In addition, the parties will meet to discuss whether any amendment to this Article is necessary.

ARTICLE 15: TRANSFER AND VACANCIES

A. Transfer

All transfer requests are subject to the approval of the Superintendent. Teachers may request a transfer in the following manner.

1. Voluntary transfer requests for a subsequent school year may be made between the date that staff allocations are received by the schools and two weeks prior to the first day of

preplanning. Such transfers shall require the approval of the receiving principal, but not the sending principal.

2. Transfer requests for a current school year may be made between the 1st day of pre planning and the end of the first quarter. Such transfer requests shall require the approval of the receiving principal, sending principal and Chief of Human Resources. A sending principal shall not be permitted to withhold approval for more than ten (10) workdays after notification from the Human Resources division except where the teacher is currently assigned to a position in an area determined to be a critical shortage area by the Department of Education and/or the Superintendent. The Union shall be notified of the areas determined by the Superintendent to be a critical shortage area. Vacancies filled after the end of the first quarter may be filled by transfer of a current employee only with the specific approval of the Superintendent.

3. The parties shall work together to establish the dates for the Transfer Fair and spring external Job Fair. The district will conduct a transfer fair for current employees prior to conducting the spring external job fair. This transfer fair may be conducted virtually. A teacher may apply to transfer for up to 5 schools or one geographic area each year. A principal may hire a teacher from the transfer fair list for his/her school without advertising. Should a position for which the teacher is qualified for become available at one of the five (5) identified schools during the transfer window, the teacher shall be granted an interview. The procedure and standards for participation shall be established by the Superintendent and shall not require a prerecorded video interview component. The district shall communicate the transfer process to instructional staff using multiple modes of communication including email, the district website, and on the Human Resources web page.

4. Bargaining unit members who accept a voluntary transfer for the subsequent school year, shall be eligible for one voluntary transfer until two weeks prior to the first day of pre-planning.

B. Involuntary Transfer Due to Changes in Enrollment/In the Best Interest of the School System

1. Transfer of teachers because of changes in enrollment or in the best interest of the school system or due to a reduction in allocations is to be determined by the Superintendent. The teachers so transferred shall have the opportunity to meet with the Superintendent and a representative of the teacher's choice to discuss the need and desirability of such a transfer.

2. Involuntary transfers shall not occur in the year when a teacher will be considered for tenure, unless determined by the Superintendent to be in the best interest of the school district.

3. The parties shall work together to create the timeline for the notification of displacements, non-reappointments.

C. Involuntary Transfers Due to Reduction in Allocations

The parties recognize that allocated teaching positions, in any given school, may change from time to time. In the event that a school's staffing allocation results in a loss of allocated positions, consequently requiring the displacement and involuntary transfer of teachers, the following terms shall apply.

1. Annual contract teachers shall be displaced prior to tenured teachers possessing the same certification, except when a teacher has certification in a critical shortage area identified by the Florida Department of Education, or an endorsement(s) that benefits the overall operation of the school. The Board shall provide the Union with a list of all annual contract teachers who were not displaced and their certifications.

2. The Superintendent shall, upon request, meet and confer with the Union regarding the procedures that will be followed in accomplishing the downsizing.

3. The Board shall provide the Union with a list of displaced teachers, consisting of all affected tenured teachers who otherwise would be reappointed and affected annual contract teachers who have been recommended for reappointment by the Superintendent. Such list shall be provided by the Human Resources Department on the last day that the teachers are notified, with subsequent revisions also being provided to the Union.

4. The Board will conduct a survey of all building principals and compile a list of vacancies which currently exist, or which will exist due to transfer, resignation, termination, retirement of employees, or changes in course offerings. The list will be made available to affected teachers and the Union upon completion.

5. Teachers who are to be displaced and involuntarily transferred shall be notified within ten (10) days prior to the displacement being effective. The notification will contain the following information.

    a. Notice of the displacement.

    b. If known, the school to which the teacher is to be transferred. If the school to which the teacher will be transferred is not known, the teacher continues to be employed by the school district and will be notified as soon as is practicable regarding the school to which the teacher will be transferred.

    c. Notice that even though displaced and involuntarily transferred, the teacher may apply for other vacancies. Said notice will also include the times for voluntary transfer.

6. When a displacement occurs, within the academic year, the teacher shall be provided three (3) administrative leave days for the purpose of packing, unpacking, and preparing academically for the new teaching assignment. These days shall occur within the ten (10) day transition period and shall be coordinated with the principals at each school.

7. It is the intent of the parties that teachers displaced due to a loss of allocated positions will be placed at a different school as soon as is practicable. Therefore, the parties agree that the school board shall not hire any new teacher (including at, but not limited to the job fair) for a position for which a displaced teacher who has not been placed is properly certified, unless the certification involved is one that has been determined to be a critical shortage area by the Department of Education and/or the Superintendent. The Union shall be notified of the areas determined by the Superintendent to be a critical shortage area.

8. If an affected teacher is placed in an out-of-field assignment, the district shall comply in accordance with applicable state and federal laws, rules, and regulations, and school board policies.

D. Vacancies

Vacancies shall be advertised for three (3) workdays. Day one of the advertisement shall be the day the position is posted, if it is posted by 12 p.m. No posting shall close prior to 5 p.m. on its last day of posting. The following vacancies are excluded from this requirement:

1. vacancies in limited temporary positions;

2. vacancies to be filled from within a school or department;

3. vacancies to be filled by involuntary transfer from another school;

4. vacancies to be filled with currently employed teachers who registered for the Transfer Fair.

The posting of a position does not require the administration to conduct interviews, nor does it limit the principal's selection to individuals who apply pursuant to the posting.

ARTICLE 16: LAYOFF AND RECALL

A. Definitions

1. Layoff – The suspension by the School Board of an existing obligation to employ a teacher. The separation from employment of a probationary employee shall not be considered a layoff. A non-reappointment, including the non-reappointment of annual contract teachers who have completed the Deferred Retirement Option Program, shall not be construed as a layoff, nor shall a transfer (voluntary or involuntary) or a reassignment.

2. Recall – The process by which teachers who have been laid off may return to work.

B. Seniority

1. Seniority is defined as the employee's length of continuous service within the bargaining unit from his date of last employment with the Board, and seniority is not interrupted by approved leaves of absence.

2. Any administrator who is reduced to a bargaining unit position with appropriate reduction in salary and a surrendering of his administrative status will begin to earn seniority placement within the unit at the time. Any administrator who had a previous status within the bargaining unit and has not had a break in service shall receive all benefits he was entitled to at the time of the transfer to the administrative position, including tenure, and shall accrue those previous years in the bargaining unit toward his seniority status.

3. When two (2) or more employees have the same date of hire they shall have equal ranking in seniority status.

4. When two (2) or more employees have equal rank on the seniority list, layoff or recall shall be determined by the drawing of lots.

5. The system-wide seniority list based on service within the bargaining unit, will be the governing seniority list. The list shall contain the names and dates of Notice of Personnel

Action and all areas of certification for all bargaining unit members, including employees on approved leaves of absence. Each year a seniority list shall be furnished to the Union and to building principals who shall make the list available to bargaining unit members for inspection. Employees may file exceptions to their placement on the seniority list with the Human Resources Director. This list shall be updated annually.

6. Seniority shall be broken when an employee:

   a. resigns;

   b. is discharged for just cause;

   c. fails to report for work within fourteen (14) days after receipt of written notice of recall after layoff. Such notice shall be sent by registered mail addressed to the employee at the last address appearing on the records of the Board or be served in person. However, if an employee is employed in another school district at the time of recall, such employee shall be allowed to complete his contractual obligation before returning, but such employee must notify the Board in writing of the contractual obligation before returning. If an employee is unable to return within the fourteen (14) calendar daytime limit because of illness or physical incapacity, such employee shall notify the Board in writing and shall return as soon as he is released from the doctor's care. Verification of illness or physical incapacity may be requested by the Assistant Superintendent for Personnel Services.

C. Layoff and Recall

1. The union will be notified prior to the commencement of a layoff process. The district will notify the Union President and provide a list of impacted employees, the current position held, years of VCS service and the areas of certification.

2. Layoff and recall shall be governed by certification, evaluation, and seniority, in that order in accordance with the procedure set out in this article.

3. When the Superintendent determines that a layoff will occur, the administration shall determine the grade levels/subject areas to be affected. The administration shall then identify the teacher(s) teaching in the effected grade levels/subject area who has the lowest evaluation rating, who will then be subject to the layoff. If more than one (1) teacher has the same evaluation rating, then the least senior of those teachers shall be subject to the layoff. Once the teachers to be subject to the layoff have been identified, the Superintendent shall then make any involuntary transfers necessary as a result of the layoff in accordance with Article 15.

4. Where a teacher is laid off who has an effective or better evaluation, the district will offer to place the teacher in a position in the district, provided the teacher has at least a bachelor's degree and has professional certification in at least one subject area. If the teacher declines the placement that is offered or fails to respond within the time frame provided by the personnel department, but not less than three days, then he or she shall be laid off. If the teacher is placed in a position for which he or she would be out of field, then the teacher must either:

   a. If the position is one for which certification can be obtained through the passage of an exam, then the teacher must pass the exam by the June 30th following the one-year anniversary of the notification; or

b. If the position is not one for which certification can be obtained through passage of an exam, then the teacher must complete the requirements and obtain certification appropriate for the position within two (2) years; or

c. Complete a minimum of six (6) semester credits per year for certifications that require more than two (2) years to complete the requirements for certification.

If the teacher has a less than effective evaluation, does not have a bachelor's degree and professional certification in at least one subject area, or the teacher fails to comply with the above stated requirements, then he or she shall be laid off.

5. Employees who have been laid off and who had satisfactory of better evaluations will be recalled on the basis of seniority to positions for which they are certified, unless the position requires documented skills and qualifications that benefit the overall operation of the school, but which the teacher does not have, with the employee with the most seniority on layoff being called back first using the criteria listed above.

6. A non-tenured teacher who has been laid off shall only have recall rights through the end of the school year in which he or she was laid off. A tenured teacher on layoff shall remain on the recall list so long as he expresses a desire to do so to the Board, in writing, at least once per school year, in accordance with procedures established by the Superintendent, unless removed from the list in accordance with the terms of this article. It is the employee's obligation to notify the School Board of any change of address.

D. Article Amendment

The parties agree that should at any time the Florida law applicable to such procedures be changed by the Florida Legislature or overturned by a court decision with all appeals having been exhausted, this article will revert to the language in place prior to this amendment in FY 2012, and the parties will meet to discuss whether any amendment to this Article is necessary.

ARTICLE 17: [RESERVED]

ARTICLE 18: MAINTENANCE OF CLASSROOM CONTROL

A. Statement of Philosophy

The Board and the Union agree that a safe and orderly learning environment is a priority of both parties, and that student discipline is the shared responsibility of teachers and administrators. It is important that disruptive student behavior be dealt with in a safe and corrective manner, consistent with the district Code of Student Conduct and Discipline, and the discipline procedures of individual school sites.

The Board and the Union further recognize that classroom control shall be maintained with consideration of the student's IEP/BIP. The district shall ensure that staff knows which students have an IEP/BIP in accordance with applicable State and Federal laws, rules and regulations.

B. General Responsibility

While on duty, a teacher has a general responsibility for student control and a major responsibility for controlling those students under his direct supervision. Similarly, the school principal has the

ultimate responsibility of ensuring the enforcement of the district Code of Student Conduct and Discipline.

C. School Disciplinary Procedure

1. Teachers will be provided with a copy of the district Code of Student Conduct and Discipline and the Discipline Matrix at the beginning of each year. While the Discipline Matrix provides a framework, administration retains final decision-making authority regarding disciplinary actions. Student disciplinary procedures at the school level shall be consistent with the District Code of Student Conduct and Discipline and shall include procedures for staff seeking assistance in handling disruptive students. Teacher input shall be sought when these procedures are to be changed. Teachers will be provided with a written copy of these procedures at the beginning of each school year and will be notified whenever these procedures are changed. These procedures shall not include any arbitrary limit on the number of disciplinary referrals a teacher may write. When a teacher submits a referral in the student information system (SIS), the administrator will be notified. The teacher will receive an electronic notification from the student information system, when the referral has been received, edited and/or processed. VCS shall notify teachers when referrals are merged or deleted. If codes are utilized for disciplinary referrals, such codes shall be provided to the teachers during pre-planning.

2. A teacher may at any time request the assistance of the principal or his designee. The Board recognizes the right of a teacher under Florida Statute Section 1003.32 to have disobedient, disrespectful, violent, abusive, uncontrollable or disruptive students temporarily removed from the classroom for behavior management intervention, pursuant to the current procedure. The Placement Review Committee, including alternates required by Florida Statute 1003.32 shall be selected/elected by the second week of each school year.

D. Student Discipline

1. Physical restraint may be used by a teacher in extraordinary cases of discipline to contain a disruptive pupil, provided the force used is reasonable. The teacher shall inform the principal at once of such an action and shall make an accurate written account of it within 24 hours, if possible. Instructional personnel shall be provided a copy of the current ESE Procedure Handbook electronically.

2. The Board and the Union agree that the classroom teacher should be able to deal effectively with the normal problems of discipline in the classroom. However, when in the judgment of the teacher, a student's behavior seriously disrupts the instructional program to the detriment of the other students or creates an emergency, the classroom teacher shall have the authority to request and receive immediate assistance in classroom management, and have the student temporarily removed from the classroom by referral to the principal or his designee for behavior management intervention. The teacher may make recommendations for student discipline. If such a recommendation is made, the administration will respond in accordance with the requirements of section 1003.32, Florida Statutes.

3. Prior to readmission to the classroom, the principal or designee will communicate, preferably in writing, with the classroom teacher who referred the student. If the teacher disagrees with the principal's decision to readmit the student, he shall make is so known in writing. The principal will accept the responsibility of his decision thereof prior to the student's re-admittance. If the teacher and principal or designee mutually agree that a

particular student is in need of special assistance, efforts will be made to obtain such assistance through school district procedures established for that purpose.

4. In the event of a battery upon a teacher, the district shall strictly enforce the Student Code of Conduct and all applicable statutes, rules and regulations.

E. Teacher Protection

1. Principals, or other appropriate administrators, shall be responsible for reporting immediately to the Superintendent, through the Security Department, any person who (1) commits assault or battery upon any employee, and (2) any person who is not otherwise subject to the rules and regulations of the school, who creates a disturbance on the property or grounds of any school, or who commits any act which interrupts the orderly conduct of a school or any activity thereof. The Board shall make an investigation and/or notify the police department. The Superintendent shall assist the employee in filing charges against the individual committing such act or acts if the employee chooses to file charges. The Board shall enter into an agreement with the Sheriff's office and local police departments specifying guidelines for ensuring acts that pose a threat to school safety are reported to law enforcement in accordance with Florida Statute 1006.13(4)(a).

2. Employee medical expenses shall be paid consistent with the Workers Compensation Law.

3. If a student assaults and/or batters and inflicts bodily harm causing injury to a teacher, the district shall strictly enforce the Student Code of Conduct and all applicable statutes, rules and regulations. The principal shall report as soon as possible, but within twenty-four (24) hours, to the Superintendent that an assault and/or battery upon an employee has been reported to him/her. The full report shall be signed (written or electronic) by the employee to acknowledge that he/she has seen the report, and he/she may append a statement to the report.

4. An employee who presses charges against his assailant shall be released consistent with School Board Policy 417 - Leave, Terminal Pay, and Holiday Provisions, II.F. - Temporary Duty, 2.

5. If a teacher is suspended from duty because of pending judicial or administrative action and is subsequently exonerated of charges that resulted in this suspension, he will be fully compensated by the Board for such period of absence, according to the contract of the teacher, and be returned to full duty.

6. The Board shall provide legal representation consistent with School Board Policy 424.

7. Battery

   a. Whenever a teacher is absent from school as a result of personal injury due to battery arising out of and in the course of his employment, he/she shall be paid full salary for the period of such absence or the balance of the fiscal year whichever is shorter, if approved by the Board as provided for in Florida Statutes 1012.63, without having such absence charged to sick leave.

   b. Any amount of salary payable pursuant to this section shall be reduced by the amount of Workers' Compensation award for temporary disability due to said injury for the period for which such salary is paid.

c. The Board shall have the right to offer the teacher temporary work, within the instructional bargaining unit that does not expose the teacher to the individual that battered the teacher. If the temporary work offered is not accepted by the teacher, any salary that would be payable pursuant to paragraph (a) above shall be reduced by the amount that the refused temporary work would have paid pursuant to this paragraph.

d. The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily unable to perform his/her duties. In the event that there is no adjudication in the appropriate Workers' Compensation proceeding for the period of temporary disability, the opinion of the physician as to the period of disability shall prevail. The teacher retains the right to obtain a second opinion which will be considered by the Board.

e. If a teacher pursues civil action, he/she should include loss of time, and in the event such action results in award of damages by agreement or adjudication, the Board shall be reimbursed in the amount of salary which is received in the damage settlement. Attorney's fees and expenses of collection of damages shall be prorated between the teacher and the Board on the basis of the amount distributed to each. The Board shall be subrogated to the right of action of such teacher against any person legally responsible for such damages.

8. If a teacher is suspended from duty because of pending judicial or administrative action and is subsequently exonerated of charges that resulted in this suspension, he will be fully compensated by the Board for such period of absence, according to the contract of the teacher, and be returned to full duty.

9. Teachers shall receive notice regarding students charged with a felony offense as required by section 985.04, Florida Statutes.

10. Posting recordings of classroom or other school occurrences, in violation of applicable social media policies, shall be strictly enforced.

ARTICLE 19: EDUCATION SUPPORT

A. The parties agree that teachers spend a significant amount of time on various responsibilities. Recognizing that it is in the best interest of the district for teachers to have more time to focus on classroom instruction, teachers shall receive support as outlined in this Article.

Employees required to perform work or attend meetings, outside of their contractual work day, shall be compensated at their hourly rate of pay.

B. No teacher will be required to be the case manager of a student's Individual Education Plan (IEP) unless that teacher provides or will be providing services to that student or that student's teacher.

C. No teacher shall be required to complete more than one (1) interim report per quarter per child unless the student is disabled and is not making adequate progress towards IEP goals and objectives.

D. Where a teacher has been assigned to teach a co-taught ESE class and requests not to co-teach in the upcoming year, the principal shall give reasonable consideration to that request.

E. The district will continue to endeavor to provide alternatives to having the ESE teacher serve as the local education agency representative in an individual education plan conference.

F. There shall be an advisory ESE workgroup committee made up of 6 teachers appointed by the Union President and 6 administrators appointed by the superintendent. This committee shall review the process for PST, IEPs and 504, including the role of workload of District Placement Specialists, School Psychologists, and school-based staff. Recommendations of the committee shall be forwarded to the Superintendent and the Union President within thirty (30) days of the completion of the work.

ARTICLE 20: EVALUATION OF STUDENTS

A. Administrative Grade Change

In the event a teacher's academic grade or evaluation is challenged, the following procedure shall be followed. The teacher's principal shall investigate the challenge and:

1. the grade or evaluation stands; or

2. the grade or evaluation goes to review.

In the event a teacher's non-academic grade or evaluation is challenged, the school's procedure for such challenge shall be followed.

B. Review Panel

Review shall be by a panel consisting of:

1. one (1) member with expertise in the area under challenge, selected by the teacher;

2. one (1) member with expertise in the area under challenge, selected by the superintendent;

3. one (1) member with expertise in the area under challenge, selected by these two (2) members;

The review panel shall determine the type of data for review of the grade, analyze the data, and render a recommendation of grade to the Superintendent based on a majority vote of the committee. The committee shall submit a report that is signed by all members of the committee. If a member of the committee disagrees with the report, then he or she shall so indicate by his or her signature. A determination of grade shall then be rendered by the Superintendent, with rationale, and such determination shall be final. If the issuing teacher disagrees with the recommendation of the committee, he or she may submit a written rebuttal, which shall be attached to the report and retained at the school in accordance with school board policy.

ARTICLE 21: TEACHER ASSIGNMENT, TRAVEL AND SUBSTITUTES

A. Assignment

1. Teachers shall be assigned according to certification. Preference for grade or subject shall be considered.

2. No employee shall be involuntarily assigned to teach in a grade level and/or subject area not within the scope of his teaching certificate, except where a position within his certification is unavailable. Employees assigned to positions outside the scope of their certificates shall be assigned as soon as possible to positions for which they hold certification.

3. If assignments out-of-field are made, they should be no longer than one (1) year. An out-of-field assignment of longer than one year requires that certification must be completed within three (3) years of the initial assignment.

4. Except as determined to be in the best interest of the school by the principal, teachers shall be tentatively assigned to the same subject area and/or grade level for the forthcoming semester that they held during the previous semester. Teachers shall be notified in writing as soon as any change is made in such tentative assignment.

5. The Board shall make every effort to arrange the schedules of teachers who are assigned to more than one school so as to limit the amount of inter-school travel to a minimum. Such teachers shall receive travel expenses per mile at the applicable per diem rate.

6. Involuntary Reassignment within a School - The principal may make reassignments within a school. The teacher so reassigned shall have the opportunity to meet with the Superintendent and a representative of the teacher's choice to discuss the need and desirability of such a reassignment. Any teacher who is reassigned within two weeks of preplanning, shall have the opportunity to voluntarily transfer to another school/position working with Human Resources.

B. Travel Expense

1. Prior approval of the Superintendent is required in all cases in which the Board is to assume any part of the expenses for authorized travel by instructional staff or for an expense account for such travel. Each person, upon completion of a trip, shall file an expense account upon special forms provided by the Personnel Office.

2. Any employee who travels under Board authorization shall have prior approval of the superintendent or his designee and be subject to Florida Statutes and rules of the Board.

3. Out-of-County travel expenses for trips specifically required or authorized by the Board shall be borne by the Board except when required by a Success Plan. Approved expenses shall be paid in accordance with School Board Policy.

4. Mileage reimbursement for itinerant teachers shall be calculated in accordance with school board policy.

C. Class Preparation

1. Secondary teachers shall not be required to teach more than two different subjects or have more than three different preparations for more than one year in succession. Individual exceptions may be made when a teacher voluntarily accepts such an assignment. Exception may be made annually in the case of middle/senior schools with enrollments of 1,200 or less. Exception may also be made annually in schools with middle school grades with an enrollment of 750 or less.

2. For purposes of this article, subject shall mean area of certification and preparation shall mean course numbers as listed in the Florida Department of Education Course Code Directory. All courses within each of the areas of Physical Education, Vocational Technical Education, Exceptional Student Education, Music, Speech, Dance, Drama, Art, Journalism, Alternative Education, and Drop-out Prevention shall be considered a single preparation unless a preparation is required. Classes taught with multiple course numbers shall be considered a preparation unless a preparation is required. Assignments involving students learning while serving as aids or assistants shall not be considered a preparation.

   Advisor-Advisee responsibilities shall not be considered a preparation unless scheduled for a full class period of standard length for the school during the school year.

3. All exceptions shall be reviewed annually by the Division for Instruction.

D. Substitutes

1. A teacher shall not be required to find a substitute for himself.

2. No regularly assigned teacher shall be required to serve as an involuntary substitute except in case of emergency.

3. In the event of an emergency or when a substitute has been requested, but there is still an insufficient number of substitutes available at the school, the following procedure shall be available to the building principal:

   a. At the beginning of each school year, the principal at the middle and high school level shall ask for volunteers who would be willing to give up their planning period to cover for a teacher who is absent. At the elementary level, the principal shall seek volunteers who would be willing to take on additional students when a teacher is absent.

   b. The principal shall endeavor to rotate such assignments among those teachers who have volunteered. However, if no volunteers are available, the principal shall have the right to assign teachers, on a rotating basis whenever possible, to substitute during their planning period at the middle and high school, or to take on additional students at the elementary school.

   c. Teachers who give up their planning period in order to cover for a teacher who is absent shall be paid at a rate of one-sixth (1/6) of the daily substitute rate of pay for a certified teacher per period for a seven period day, and one-third (1/3) the daily substitute rate of pay for a certified teacher per period for a four period block. Elementary teachers who take on additional students when a teacher is absent shall be paid an amount equal to the daily substitute rate for a certified teacher divided between the number of teachers taking additional students due to the teacher's absence.

   d. Non-rostered teachers who are used to substitute on an emergency basis shall be eligible to receive compensation in the amount of one (1) hour of pay at their hourly rate on days they substitute.

      To be eligible:

- The teacher must be a non-rostered teacher who is substituting on an emergency basis. Those who are filling a vacancy or temporarily assigned to a position (in lieu of their regular position) would not be eligible.
- The teacher must substitute for at least one (1) hour of the day (a class period at the secondary level).
- Teachers should not be required to meet with groups or provide direct services associated with their regular position while substituting.

E. Summer School

1. Information concerning positions for the Summer School Program will be made available to all teachers no later than sixty (60) calendar days prior to the end of the school year.

2. The period for submitting applications will end no later than thirty (30) calendar days prior to the end of the school year.

3. Applicants for Summer School positions will be notified of their status no later than fifteen (15) calendar days prior to the end of the school year upon request to the appropriate administrator.

4. Summer School employees shall be compensated as set forth in the compensation article of this agreement.

5. Summer School Selection

   Teachers shall be chosen by the summer school administrator as follows:

   a. Teachers certified in the appropriate discipline shall be given preference; and

   b. When two or more applicants for a summer school position are appropriately certified and equally qualified, a rotation will be considered as a factor in the selection.

6. Summer School Benefits

Employees teaching summer school shall earn and accrue sick leave consistent with applicable law.

F. Summer School for Pre-K

The parties shall annually review the Memorandum of Agreement regarding summer school for pre-K, which shall require that teachers be paid at their hourly rate of pay.

ARTICLE 22: LEAVE PROVISIONS

The parties recognize that the district is bound to comply with the provisions of the federal Family and Medical Leave Act ("FMLA"), which may be amended from time to time. The district shall provide a copy of all current FMLA policies in electronic format for distribution and posting to its membership for reference purposes.

A. Long-Term Leave of Absence Without Pay

1. A long-term leave of absence without pay is a leave subject to School Board approval for a specified period of time of not less than six calendar weeks and not more than one school year. A teacher may apply for an extension of the initial leave for the subsequent school year. Such leave may not be granted for employment elsewhere. However, the superintendent has the discretion to waive this restriction when it is believed to be in the best interest of the school system. Serving as a substitute teacher for the school district while on leave is not prohibited.

2. Long-term leave shall be authorized for the following reasons:

   Any teacher employed on a full-time basis who is unable to work because of personal illness, illness or death of father, mother, brother, sister, husband, wife, child or other close relative or member of teacher's household, shall be granted sick leave. The district may require a statement by a physician verifying the illness and/or certifying the teacher's ability to return to work.

3. Maternity/Paternity Leave

   A maternity leave without pay shall, upon written request, be granted to a teacher any time between the commencement and conclusion of her pregnancy. The commencement of such leave shall be at the discretion of the teacher and her physician. Except in case of emergency, the teacher shall give written notice to the superintendent at least thirty (30) calendar days prior to the date on which her leave is to begin. The request for leave shall include a physician's statement certifying the pregnancy, the anticipated date of birth, and the length of time the teacher should be able to work. All or any portion of a leave taken by a teacher because of a medical disability connected with pregnancy may, at the teacher's option, be charged to her available sick leave.

   a. The teacher shall, in written request for leave, notify the superintendent that she will return to work either:

      (1) as soon after the birth of her child as her physician certifies in writing that she is able to return, at which time the teacher shall be returned to her former position; or

      (2) on the first day of the next school year following the conclusion of pregnancy, at which time the teacher shall be returned to her former position or a substantially similar position for which she is qualified, at the discretion of the superintendent.

   b. A childcare leave without pay, not to exceed one (1) year, shall be granted a teacher upon written request to the superintendent. Such a leave shall be requested at least thirty (30) calendar days prior to the conclusion of a maternity leave, or in the case of adoption, not later than three (3) months after the date of the adoption. A teacher's request shall be submitted not less than thirty (30) calendar days prior to the conclusion of any year already granted.

   c. Upon return from the childcare leave, the teacher shall be assigned to his former position, if available, or to a substantially similar position for which the teacher is qualified and if such a similar position is available. If no such position is available, the teacher shall be placed in the first open substantially similar position for which he is qualified.

A. Long-Term Leave

Long-term leave may be authorized for the following:

1. Professional advancement. Professional advancement includes attendance at a college or university for advanced training, teaching in a U.S. dependent school outside the United States, serving as an exchange teacher, teaching in the Action Corps (Peace Corps), or educational travel pursuant to a plan approved by the Board.

    a. A professional leave for advanced training will be a program of studies toward an advanced degree or in courses approved for the addition of a certification coverage.

    b. A guarantee for employment upon return from professional leave for advanced training will require an official transcript or grade report verifying at least six semester hours of course work satisfactorily completed each semester, Fall and Winter/Spring terms, during each year of leave.

2. Leave of absence for political activity, without salary, shall be granted when requested in writing for teachers who want to campaign for or who want to serve in a public office.

3. Long-term leave may be granted for personal reasons.

C. Conditions of Return from Leave

1. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and annual leave, will be restored to him upon return, and he will be assigned to the same position held at the time said leave commenced, or to a position within the teacher's area of certification. However, there is no guarantee of reappointment for the following school term for an annual contract teacher who returns from unpaid leave of absence.

2. At least six weeks prior to termination of the leave the teacher must complete a Notice of Personnel Action (NPA) provided by the principal or department administrator.

3. An employee may return from leave earlier than expected, however she/he must give the district at least 6-week notice of the impending return. A teacher returning from leave, may do so only if a long-term substitute is covering her/his position.

D. Insurance Coverage

It is the responsibility of the employee to arrange with the insurance carrier(s) for continued insurance coverage while on long-term leave of absence without pay.

E. Short-Term Leave of Absence with Pay

Sick Leave

1. Teachers who work more than half-time in a regular position earn sick leave at the rate of one day per month for each month of employment. Four days of earned sick leave shall be credited to the teacher as of the first day of employment each contract year. Hereafter, earned sick leave will be credited to the teacher at the end of each month until all sick leave earned for the year has been credited. Sick leave shall be cumulative from year to year.

2. Earned sick leave in another Florida district may be transferred to Volusia County at the request of the employee on a form provided by the Payroll Department. Transferred earned sick leave will be credited to the teacher at the same rate as he earns sick leave in the district.

3. Any teacher who is unable to work because of personal illness, adoption of child, pregnancy, illness or death of father, mother, brother, sister, husband, wife, child or other close relative or member of teacher's household, shall be granted sick leave. In addition, the father may use sick leave for the birth of his child. For absences of three workdays or more, or absences as to which sick leave abuse is suspected, the district may require a statement by a physician verifying the illness, and/or certifying the employee's ability to return to work.

4. A teacher whose personal or family illness extends beyond the period covered by accumulated sick leave must apply for a long-term leave of absence, unearned sick leave, or other appropriate leave.

5. Any teacher shall be entitled to illness-in-the-line-of-duty leave in accordance with Florida Statutes and the provisions of this contract. However, in the case of sickness or injury occurring under such circumstances as in the opinion of the School Board warrants it, additional sick leave may be granted.

6. The teacher must notify the principal or designee of a sick leave absence as soon as practicable. Notice through the Substitute Employee Management System (SEMS) or other electronic means established by the district shall be considered notification.

7. Sick leave shall be used in the following increments per pay period:

   a. The initial increment shall be thirty minutes;

   b. After the initial increment, sick leave shall be tracked in fifteen-minute increments.

F. Paid Personal Leave

1. Six days sick leave each year may be utilized for personal reasons. These days may be requested "no reason given". Paid personal leave days are not cumulative as such, but only as sick leave days.

2. Except in an emergency, the request for Paid Personal Leave must be submitted to the worksite administrator three workdays prior to the beginning date of the leave. In the event that more than 10% of the bargaining unit members assigned to a worksite request personal leave on a given day, the principal may deny leave to those employees exceeding the 10% figure-on a “last applied – first denied” basis. No requests for paid personal leave of more than three (3) consecutive days shall be granted unless the request for such leave is submitted at least twenty (20) workdays prior to the beginning date of the leave and includes the reasons for the leave. Paid Personal Leave may not be taken to work for another employer, unless approved by the Superintendent as being in the best interest of the school district.

3. Except for specific prior approval by the principal, none of the six paid personal leave days may be used during pre-- or post-planning periods, or the day before or the day after a School Board approved holiday.

4. Paid Personal Leave shall not be used during the week prior to the FSA reading, math, and science being administered, or on any day in which the FSA, including FSA writing, is being administered, excluding make up days, without the specific approval of the principal.

5. Except for specific prior approval by the principal, the use of personal leave shall not be permitted on the professional development day.

G. Paid Professional Leave

Paid Professional Leave will be considered to attend local, state and national professional meetings.

H. Paid Legislative Leave

Paid Legislative leave shall be granted to employees to attend legislative committee meetings and for lobbying when approved by the Superintendent.

I. Short-Term Leave of Absence Without Pay

1. Unpaid Sick Leave

   Unpaid sick leave is a short-term leave without pay for personal illness, or the illness of an immediate family member, or of any relative living in the household. Unpaid sick leave will be permitted for a maximum of 30 workdays when all accumulated sick leave has been exhausted. Any unpaid leave under FMLA shall count toward this thirty (30) day limit.

2. Unpaid Personal Leave

   An unpaid personal leave is a leave without pay for one to five workdays which may be requested only when all allowable paid personal leave has been exhausted. The supervising administrator must agree to the leave request for consideration for approval by the district human resources office. Should the supervising administrator deny the request, such leave will not be considered for approval.

3. Post-School Planning and Pre-School Planning Professional Leave

   a. Professional leave for on-campus study may be authorized during the pre-school and post-school planning periods upon approval of the Superintendent and the principal or administrator responsible for the positions.

   b. The leave request shall be submitted to the Office of the Superintendent well in advance of the date of the leave or the beginning date of summer school and shall be channeled through the principal or administrator. A copy of the summer school schedule showing the beginning and ending dates of the session should accompany the leave request. If leave days are requested for travel to and from the college, the mode of transportation must be given. If approved leave is not used, the individual must notify the Payroll Department. The principal's signature will be assurance that all necessary work will be completed prior to the beginning of leave during the post-planning period. Each request for leave will be valid only for the stated purpose for which it is approved.

c. Political Leave

Unpaid personal leave may be granted to a teacher for political activity such as attending legislative sessions, legislative committee meetings and lobbying, when approved by the superintendent or his designee.

J. Military Leave

Military leave will be granted teachers in accordance with Florida State Board of Education Administrative Rules. Under present regulations, leave shall be granted to any teacher who is required to serve in the Armed Forces of the United States or the State of Florida in fulfillment of obligations incurred under selective service laws or because of membership in reserves of the Armed Forces or the National Guard. Leave shall be for the duration of service plus some reasonable time not to exceed one year, as may be necessary for the teacher to be reassigned and resume his duties.

1. Teachers who enter voluntarily into active duty for extended periods of service will be granted leave in accordance with the general policy governing long term leave of absence.

2. Short-term leave with pay up to a maximum of 17 days in one fiscal year shall be given upon request for required attendance under military orders of annual reserve training activities.

3. The School Board shall have the right to extend additional benefits to employees called to active duty. The decision of whether or not to extend such benefits is within the sole discretion of the School Board.

K. Workers' Compensation

1. In compliance with Florida Statute Section 1012.63 any teacher who sustains an injury on the job shall be entitled to fully compensated illness-in-the-line-of-duty leave not to exceed ten (10) school days during any one school year and Florida Statute Section 1012.63 shall supersede Florida Statute Section 440.11 during that ten (10) day period. The employee must have a note from the authorized treating physician to cover the period of time missed. If an employee must attend follow up doctor's appointments, the teacher may use illness-in-the-line-of duty leave for such time, not to exceed the 10 days noted above. After the 10 days of illness-in-the-line-of-duty leave have been exhausted, Florida Statute Section 440.11 shall apply, and Workers' Compensation shall be the sole source of recovery for a teacher who sustains an injury on the job.

2. If a teacher is drawing workers' compensation benefits and has available sick leave, he may supplement workers' compensation benefits with sick leave to where the combination of workers' compensation benefits plus sick leave equals his regular salary. This must be done by a written request from the employee to the Payroll Department.

3. Volusia County School Board will continue to provide teachers on workers' compensation with group matching health insurance, life insurance, and retirement benefits. If a teacher has no earnings against which the Payroll Department can deduct the teacher's portion of group health insurance the School Board will notify the teacher that he must send this payment directly to The School Board of Volusia County. If the teacher chooses to let his group health insurance coverage cease the School Board will no longer make its match.

4. A Board designated organization number will be used for receiving teachers transferred to a long-term workers' compensation status. Transfer of a teacher from his current organization to the appropriately designated organization must be done by Notice of Personnel Action (NPA) and only upon securing approval for the transfer from the Risk Manager who will be responsible for monitoring the organization number designated by the Board for this purpose.

5. Transfer of a teacher to the appropriately designated organization frees his unit at the transferring organization to be filled by another teacher. When a teacher is released to return to work the Volusia County School Board will make every effort to place the teacher in an equivalent position (subject to any medical restrictions) within the district. The School Board has no obligation to return the teacher to his/her original assignment.

L. Temporary Duty

1. A temporary duty assignment is an assignment with pay for duty at a location other than the regular place of duty. A temporary duty assignment covers attendance at required activities, attendance requested by the Superintendent, or participation as a representative of the school or the school system. Necessary travel time and expenses are included in temporary duty assignment(s).

2. Temporary duty assignment will be granted with pay for the appearance in any legal proceeding connected with the teacher's employment, or with the school system or in any other legal proceeding, such as jury duty, or when subpoenaed to appear before a public body or commission or other legal body if required by the law to attend. Personal litigation not related to a teacher's employment and litigation filed by the teacher against the district are excluded from this provision. This provision does not apply to a teacher who is suspended with pay.

3. An employee released from his subpoena or jury duty with sufficient time remaining to return to his school center to complete at least one half (1/2) day of his duty day shall return to his school center unless released by the principal.

M. Bereavement Leave

The parties recognize the need to provide personnel with paid time off to cope with the loss of an immediate family member or a parent who suffers a miscarriage.

1. The maximum allowed length of paid bereavement leave is two (2) duty days per academic year.
    a. Employees may request additional leave using their personal and/or a leave without pay.
2. For the purpose of this policy, the definition of immediate family member is as follows, spouse or domestic partner, parents (including step-parents and in-laws), children, siblings, grandchildren, and grandparents (grandparent-in-law) or other member of the employee's immediate household. An individual does not have to reside with the employee to be considered a member of the immediate household.
3. The employee must provide proof of death, within thirty (30) after Bereavement leave is taken. A copy of the obituary or the funeral program for the deceased are examples of acceptable proof of death.
4. Employees who provide the required proof of death within thirty (30) days will not accrue a negative leave balance because of bereavement leave. These days will not be charged against

the employee's sick or personal leave. Bereavement leave days are non-accruable. Employees will not be paid for bereavement leave on days not scheduled to work.

N. Transfer of Leave

1. Instructional personnel shall have the right to authorize the transfer of accrued sick leave (as defined in section E.4 of this article) to another employee within the bargaining unit. The following provisions shall apply when transferring accrued sick leave:
    a. The authorizing employee must have at least a ten (10) day balance of accrued sick days in order to donate.
    b. The recipient of the donated sick leave may not use the donated sick leave until all of his or her sick leave has been depleted, excluding sick leave from the Sick Leave Bank.
    c. Donated sick leave shall not have terminal value for the recipient.

ARTICLE 23: GRIEVANCE AND ARBITRATION

A. Definition of Grievance

A grievance shall be defined as an alleged violation or the misinterpretation or misapplication of the specific terms of this Agreement.

B. Definitions

1. The term "day" when used in this procedure shall mean workdays, Monday through Friday, exclusive of holidays.

2. A "grievant" is an employee, group of employees, or the Union.

C. Withdrawal

A grievance may be withdrawn by the grievant at any time and at any step of this procedure.

D. Grievance Procedure

Whenever a grievance arises between the School Board and the employees or the Union, the matter will be handled in accordance with the following procedure:

1. Informal Procedure

    Step 1 - The parties wish to encourage the resolution of potential grievances at the lowest level possible without having to resort to the formal grievance procedure. Therefore, no later than ten (10) days after the event that gives rise to the grievance or said event is known or should have been known to the employee, the grievant and/or his representative, shall request a meeting with his immediate supervisor to discuss the potential grievance. The Step 1 meeting shall take place within ten (10) days of the request for a meeting.

2. Formal Procedure

    a. Step 2 - If the potential grievance is not resolved through informal discussions within ten (10) days after the Step 1 meeting or after the expiration of the Step 1 timeline, the grievant may submit his grievance and a request for a Step 2 meeting in writing and sign it. The written grievance must include:

(1) A statement of the grievance and the facts involved.

(2) The remedy requested.

(3) The Articles and Sections of the Agreement which grievant claims have been violated.

The Step 2 meeting shall take place within ten (10) days of said request. The immediate supervisor will respond to the grievance within ten (10) days after the meeting.

b. Step 3 - If the grievance is not resolved at Step 2 within ten (10) days of the decision of the Supervisor or the expiration of the Step 2 timeline, the grievant may appeal the decision to the Superintendent.

(1) At the request of the Union or the employee, a meeting between the Superintendent, a Union representative and the grievant shall be held at a mutually agreeable time, but not more than ten (10) days after receipt of the appeal to Step 3 by the Superintendent.

(2) The Superintendent will issue his decision within 10 days after the meeting held under subparagraph (1) above.

3. Failure of the parties to meet and/or discuss a grievance to make a decision within the time provided in Step 1, 2, or 3 of the grievance procedure shall be deemed a denial of the grievance by the Management, and the employee or the Union shall proceed with the next step as if the decision had been made on the last day allowed.

4. Mediation - At any step of this procedure, the parties may by mutual written consent utilize the services of an impartial mediator to assist in attempting to resolve the grievance. Recommendations of such a mediator shall not be binding upon the parties nor admissible in any arbitration or other proceeding without the express written consent of both parties.

E. Arbitration

Except as otherwise stated in this Agreement, arbitrable grievances that have been properly submitted under Section D shall be subject to arbitration in accordance with the following procedures.

Arbitration proceedings must be initiated by the Union sending a written demand to the Superintendent for arbitration. This demand shall be received by the Superintendent within fifteen (15) days of the decision in Step 3 or the last day on which a Step 3 decision could have been made, whichever first occurs.

F. Selection of Arbitrator

As soon as possible after the demand for arbitration is served and a list of Florida based arbitrators have been received from the American Arbitration Association (AAA), or other arbitration services providers agreed to by both parties. The parties shall meet or confer by telephone in order to select an arbitrator to hear and decide the grievance. The Union and the School Board shall each have the right alternatively to strike three (3) names from the list. The party to strike first shall be decided by the flip of a coin. The name remaining shall be the arbitrator. Subject to Section I, the arbitrator

selected shall decide the dispute and such decision shall be final and binding on the parties and the employees. The involvement of AAA or other arbitration service providers agreed to by both parties, shall be limited to the selection process.

G. Fees and Expenses

The fees and expenses of the arbitration shall be borne equally by the parties. Each party shall be responsible for its own attorney's fees and any court reporting services it utilizes in any arbitration proceeding. If the hearing occurs during work time, the grievant and any witnesses shall be given the necessary release time.

H. Authority of Arbitrator

The arbitrator shall have no power to add to, subtract from, modify, or alter the terms of this Agreement, nor shall the arbitrator have the power to arbitrate any matter expressly or by implication excluded from arbitration. Discovery may be permitted upon stipulation of the parties. The arbitrator is not to proceed in contravention of the limitations upon his powers as expressed in Section I hereof.

I. Arbitrability

If a dispute exists concerning the arbitrability of an issue referred to arbitration, the issue of arbitrability shall be the first issue before the arbitrator and no other matter will be considered by the arbitrator until he has issued his findings on the question of arbitrability.

J. Decision

The decision of the arbitrator on any arbitrable issue shall be supported by substantial evidence on the record as a whole and shall be final and binding on the employee, School Board and Union.

K. Time Limits

The time limits set forth in the Sections D and E are to be considered essential to the grievance and arbitration procedure, and failure of the employee or the Union to meet any time limit set forth therein shall, unless the parties by mutual agreement have extended a time limit, constitute waiver of the grievance and acceptance of the Superintendent's or Board's position.

L. Time Off/Pay

Steps 1,2 and 3 of the grievance procedure shall be carried out at a time and place mutually agreeable to all parties based on operational needs, and neither the employee nor the employee's Union representative, if any, shall lose pay. If the Step is processed during their scheduled working hours, neither the grievant nor Union representative shall lose pay. The parties agree to avoid disruption of classroom instruction when scheduling grievances. Employee witnesses, including the grievant and the Union representative, whom the Superintendent may at his option choose to interview in Steps 1, 2, or 3 shall lose no pay if interviewed during their working hours.

M. General

1. The filing of a grievance shall in no way interfere with the right of the School Board or the Superintendent to proceed to carry out its management responsibilities, subject to the final resolution of the grievance. The employee 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, unless the employee has been terminated.

2. No reprisals of any kind shall be taken by the Board, Administration, or Union against any employee because of his participation or non-participation in the procedures set forth in this Article.

3. A grievance may be initiated at Step 3 of the grievance procedure if requested by the Union and agreed upon by the Superintendent.

N. Resort to Other Procedures - Election of Remedies

1. A teacher who is notified of a charge of suspension, or dismissal, at the option of the teacher, shall have access to the procedure set forth therein, or shall have the right to file a grievance after adverse action by the Board. If the teacher chooses to contest the charges before the board, the teacher must within ten (10) days after being notified of the charges (as provided in the Tenure Law, set out in Appendix I) elect in writing, by registered mail, to the Superintendent and union President, to proceed under the Tenure Law to a full hearing before the Board. If the teacher chooses to utilize the grievance process, he/she, shall file the grievance within ten (10) days in accordance with the procedure provided herein, after adverse action by the Board. Said grievance shall commence at step 3.

2. If prior to seeking resolution of a dispute of any matter by filing a grievance hereunder, or while the grievance is in progress, a teacher seeks resolution of the dispute in another forum, whether administrative or judicial, or before the Board but under a different procedure (including the procedure provided by Florida Statue, Chapter 120), the Board shall have no obligation to entertain or proceed further with the matter pursuant to the grievance procedure. Further, if a matter is pending before an arbitrator appointed in accordance with the grievance procedure, then the arbitrator is deprived of jurisdiction by

the teacher seeking resolution in another forum or before the Board under a different procedure. Nothing in this collective bargaining agreement shall be construed to grant a non-tenured teacher a right to continued employment beyond the term of the teacher's annual contract. A non-reappointment shall not be subject to the grievance or arbitration provision contained herein.

O. Right to Representation

A party to a grievance proceeding shall have the right to request representation of his choice at any step of the informal and formal proceedings. The grievant shall not be required to discuss any grievance filed if the grievant' s representative is not present; however, the grievant will select another representative in order that a meeting may proceed. An employee may avail himself/herself of the grievance procedure in person or by counsel and have such grievance adjusted without intervention of the Union provided that:

1. the adjustment is not inconsistent with the terms of this Agreement; and

2. the Union has been given reasonable opportunity to be present at any meeting called for in the resolution of such grievance.

3. the Union shall be provided a copy of the decision at each step.

P. Instant Arbitration

1. By mutual agreement the parties may initiate instant arbitration if in the Union's opinion the matter affects an employee in regard to pay, transfer, or any other matter having an immediate detrimental effect to the employee(s) or Union.

2. The parties agree to maintain a cadre of arbitrators specifically for this purpose and will strike for an arbitrator within five (5) days of the Union's notification to the employer that the Union is invoking this Article.

3. Cost and decision of the arbitrator will be consistent with normal arbitration proceedings.

ARTICLE 24: [RESERVED]

ARTICLE 25: DISCIPLINARY ACTIONS

A. Just Cause

1. Prior to an employee receiving disciplinary action, the employee shall have a reasonable opportunity to correct and improve problems related to their overall job performance or conduct. Severe acts of misconduct may warrant circumventing the established procedure.

2. Disciplinary action may not be taken against an employee except for just cause.

3. Termination of teachers who were granted tenure prior to July 1, 2011, shall be governed under the Volusia County Teachers' Tenure Law, as set out in Appendix I, the ninety (90) day process set out in section 1012.34(4), or the standard set out in section 1012.33(3)(b), F.S., as is described in Article 14 of this collective bargaining agreement. For all annual contract teachers, termination shall be governed by section 1012.335, F.S. Probationary status shall be as provided by law. During the probationary contract, the employee may be

dismissed without cause or may resign from the contractual position without breach of contract.

4. 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 made known to the official responsible for taking the actions. The Professional Standards Committee shall meet as is necessary to ensure the prompt initiation of actions under this article. If the Union believes the Professional Standards Committee is acting to delay the investigatory process, it shall make its belief known to the superintendent.

5. Any conference or hearing with an employee regarding dismissal, non-renewal, suspension, demotion, or other discipline shall be conducted in a manner so as not to abrogate the employee's rights according to law and the provisions of this Agreement.

6. Disciplinary action shall be governed by applicable statutes.

B. Appeal

Any employee against whom disciplinary action has been taken may appeal such actions through the grievance procedure.

C. Copies

An employee against whom action is taken under this Article shall have the right to review all of the information relied upon to support the action and shall be given a copy upon request. A copy of such information shall be provided the Union, when the Union represents the employee.

D. Representation

Employees shall be granted the right to representation as required by Section 447.301, Florida Statutes, and the court decisions interpreting that section. An employee requesting this right shall be entitled to; (1) Union representation provided the teacher is a Union member; (2) Other representation as provided by law if not a Union member. Where the employee requests Union representation, such requests shall not delay the investigative process more than twenty-four (24) hours unless mutually agreed.

E. Off-The-Job Conduct

An employee's off-the-job conduct shall not result in disciplinary action, unless such conduct impairs his effectiveness as an employee.

F. Employee Discipline

Under ordinary circumstances, administrators shall not discipline employees in a verbally demeaning or disparaging fashion in the presence of students, parents, or other employees.

G. Progressive Discipline

The parties recognize the value of due process and progressive discipline. The following progressive steps will be followed in administering discipline: understanding, however, that some more severe acts of misconduct as determined by the Principles of Professional Conduct for the Education Profession in Florida may warrant circumventing the established procedure. The three steps of Progressive Discipline are as follows:

Step 1: Written reprimand
Step 2: Final written reprimand and/or suspension
Step 3: Termination

When the employee is to receive a written reprimand, a copy of the reprimand shall be provided to the employee once it is finalized. The employee shall have the opportunity to make a written response to the reprimand. A copy of the response shall be given to the principal or appropriate administrator.

H. Anonymous Sources

No employee shall have disciplinary action taken against him on the strength of unsubstantiated accusations based on anonymous sources. No anonymous letter or anonymous materials shall be plac1ed in the personnel file.

ARTICLE 26: COMPENSATION

A. Salaries

1. Procedure for determining experience for certificated salary schedule:

   a. Allow one year of service credit for each year, or major fraction thereof, for military service. This applies only to individuals who leave a teaching position in Volusia County to enter military service and who return directly to teaching in Volusia County immediately upon release from active military service.

   b. Allow one year of service credit, not to exceed twenty-five (25) years, for each good year of service in public K-12 school systems, including public and private institutions of higher learning and private K-12 schools which require state certification based upon a baccalaureate degree as a precondition to employment, and the teacher will have held such certificate at the time of service. Individuals who verify more than twenty (20) years of experience will be placed on the Tier for twenty (20) years of experience on the salary schedule and receive a flat rate of $300 for each year of verified experience over twenty (20) years added to his/her base salary.

   c. It is the responsibility of the teacher to verify any experience used for salary purposes. Such verification must be submitted to the human resources department within sixty (60) days of employment.

      A "good year of service" for salary credit must consist of at least one day more than one-half of the school term.

   d. Teachers in Cooperative, Technical, and Industrial Education, who are required to have work experience for certification, may substitute qualified occupational experience for teaching experience, except that years of experience required to satisfy certification regulations may not be used for salary credit. The total of such qualified occupational experience plus teaching experience shall be limited to ten years.

e. Vocational Home Economics teachers will be given experience credit for experience in field which requires a bachelor's degree in Home Economics. Such experience shall be limited to ten years.

f. Certificated Visiting Teachers/School Social Workers (VT/SSW), who have experience in related fields, shall be given experience credit only in those fields which require a bachelor's degree. Such experience shall be limited to ten years.

g. Advanced degree supplements. In order to comply with the requirements of section 1012.22(1)(c)3, Fla. Stat. (2012), that additional compensation for holding an advanced degrees for personnel hired on or after July 1, 2011, by supplement rather than under the applicable salary schedule, this following shall apply:

i. Employees within the bargaining unit hired on or subsequent to July 1, 2011, shall be compensated for advanced degrees held in an area in which they are certified in accordance with the applicable supplement schedule set out below for teachers. Payment for part-time, or full-time teachers working an incomplete year, shall be paid on a pro rata basis. Thereafter, the payment shall be made provided the employee maintains the applicable certification. The supplement shall not be paid when the employee is on unpaid leave.

196/199 Day Schedule

Years of Experience	Masters	Specialist	Doctorate
0-2	$3,081	$4,546	$6,070
3-5	$3,222	$4,754	$6,346
6 or more	$3,368	$4,973	$6,637

216 Day Schedule

Years of Experience	Masters	Specialist	Doctorate
0-2	$3,396	$5,011	$6,690
3-5	$3,550	$5,240	$6,994
6 or more	$3,711	$5,480	$7,314

256 Day Schedule

Years of Experience	Masters	Specialist	Doctorate
0-2	$4,024	$5,938	$7,928
3-5	$4,208	$6,210	$8,288
6 or more	$4,399	$6,495	$8,670

Employees within the bargaining unit hired prior to July 1, 2011, shall be compensated for advanced degrees using the applicable supplement schedule below. Payment for part-time, or full-time teachers working an incomplete year, shall be paid on a pro rata basis. The supplement shall not be paid when the employee is on unpaid leave.

Day Schedule	Masters	Specialist	Doctorate
196/199 Day Schedule	$3,368	$4,973	$6,637
216 Day Schedule	$3,711	$5,480	$7,314
256 Day Schedule	$4,399	$6,495	$8,670

ii. Beginning in the 2013-2014 school year, an advanced degree shall be deemed held in the individual's area of certification in accordance with section 1012.22(1)(c)3, Fla. Stat. (2012), if the official transcript issued by the accredited post-secondary educational institution or an authorized clarifying letter from the educational institution clearly and specifically provides a major, concentration or specialization in the individual's certification subject (e.g. mathematics, English, Elementary Education). The Bureau of Education Certification Degree Major List of the Florida Department of Education shall be used by the district as a tool in determining whether the advanced degree major is acceptable for the supplement. This subparagraph shall not serve as the basis for payment of an advanced degree supplement prior to the 2013-2014 school year.

iii. Should section 1012.22(1)(c)3, Fla. Stat. (2012) no longer require payment by supplement for advanced degrees or if that provision is deemed unlawful by a court of competent of jurisdiction, then, once all appeals have been exhausted, affected employees shall be appropriately placed on the salary schedule in effect for employees hired prior to July 1, 2011.

2. Employees required to perform work or attend mandatory in-service or training, after their normal duty day, shall be compensated at their hourly rate. Exceptions to this section shall be those employees who receive a supplement for such activities.

3. Performance Pay

a. Payment for the salary increment designated by the Salary Schedule shall not be implemented until negotiated and determined in accordance with Chapter 447, Florida Statutes in conformance with the grandfathered salary schedule, Appendix A. No annual salary adjustment shall be granted to a teacher on the grandfathered schedule that receives a summative evaluation rating of unsatisfactory or needs improvement for the prior school year.

b. Implementation of state mandated performance pay requirements

i. Performance salary schedule

Pursuant to section 1012.22(1)(c)5, Florida Statutes, all teachers subject to annual contract on or after July 1, 2014, are placed on the district performance pay salary schedule and paid in conformance with Appendix A. All other teachers shall be subject to the grandfathered salary schedule. All teachers that would be subject to the grandfathered schedule shall have the opportunity to transition to the district performance pay schedule during a window of time established by the district that shall be 14 calendar days at the start of each fiscal year. Any teacher on the grandfathered schedule that elects to transition to the performance salary schedule shall be placed at the salary then in effect for that teacher under the grandfathered schedule.

Performance Pay Methodology

See attached <u>TSIA proposal</u>.

4. Retention Supplement

As an incentive for instructional employees to return to work in Volusia County Schools, a Retention Supplement shall be paid each year.

Beginning in FY 2022-2023 and continuing in subsequent years, the Retention Supplement shall be earned according to the following criteria:

VCS years of service:

Years	Amount (for each year of VCS Service)
5 - 14	$77
15 - 19	$102
20 - 24	$127
25 +	$172

Any increase to the cost of the supplement shall be included in funds negotiated during the negotiations cycle.

5. Raises for FY 2025-2026

This salary increase will be retroactive on July 1, 2025.
Members of the bargaining unit shall receive a 2% COLA, except for first year teachers who will be raised to a starting salary of $50,000.

6. Performance Pay Supplements

a. Pursuant to section 1012.22(1)(c)5.c, Florida Statutes, an annual salary supplement shall be in effect for annual contract teachers subject to the performance salary schedule. Additionally, this section shall apply to those teachers on the grandfathered schedule:

   a. Teacher assigned to a district designated Title I school;
   b. Teacher assigned to a "DDD" or "F" school; and
   c. Teacher that holds certification and assigned to teach in a district designated critical shortage area for at least 3 periods a day during each academic period;

b. The district shall set aside $50,000 to cover the performance pay supplements. The supplement amount shall be calculated based on $50,000 divided by the total number of eligible teachers for each supplement category. Eligibility for the supplement shall be determined as of the Friday of the October and February FTE survey weeks. Disbursement shall be for one-half the amount if assigned during either the October or the February FTE survey week but not both surveys. These performance pay supplements shall also be paid to eligible teachers on the grandfathered schedule.

7. "Turnaround School Performance Pay 'DD & F' Schools" Bonus Plan

a. In the event that bonuses are not funded by the state for "Turnaround Schools,", the district shall set aside an amount not to exceed $200,000 for bonuses under the terms of this paragraph 6. This bonus is only for those instructional personnel not receiving

a state funded bonus or payment. If the bonus plan cost exceeds $200,000 the amount of each bonus will be prorated.

b. A Turnaround School is placed on the Differentiated Accountability List by The Florida Department of Education for a specific school year based on the most recent school grade calculation. If a teacher at a Turnaround 'DD or F' School is qualified as outlined below, and is assigned at the school by December 20, he/she will receive a yearly bonus of up to $4,000.00 (as prorated per amount budgeted). The bonus will be paid as soon as practicable after the data is received and if the teacher remains employed at the qualifying school. The bonus amount will be pro-rated based on the number of days and hours the teacher works at the qualifying school.

c. Qualifications

To qualify for this bonus, the teacher:

1. Must hold a current in-field temporary or professional teaching certificate;

2. Must be cleared of allegations before any bonus money will be awarded if currently under investigation by Professional Standards for an allegation of academic misconduct; and

3. Must have an overall evaluation score of HE/E for the most recent year reported.

Yearly Bonus is as follows:

A. $2,000.00 if the school grade improves by at least one letter grade from the previous year; and/or

B. $2,000.00 if the teacher remains at the school for the following year and has a single year student growth measure that is Effective or Highly Effective for the most recent year reported.

8. Longevity Supplements:

Beginning with the 2020-2021 school year, individuals with a good year of service (as defined in Article 26, Section A (1)c shall advance one year on the longevity schedule. Any increase to the cost of longevity supplement is included in funds negotiated during the negotiations cycle.

VCS Experience	*Amount*	*VCS Experience*	*Amount*
11 years	*$100*	***19 years***	*$900*
12 years	*$200*	***20 years***	*$1,000*
13 years	*$300*	***21 years***	*$1,100*
14 years	*$400*	***22 years***	*$1,200*
15 years	*$500*	***23 years***	*$1,300*
16 years	*$600*	***24 years***	*$1,400*
17 years	*$700*	***25 or more years***	*$1,500*
18 years	*$800*		

B. Inservice Payment

1. Effective upon ratification of this contract, the hourly rate of pay will be computed by dividing the daily rate of pay (as defined in Article 2E) by 7 1/2 hours.

   Voluntary In-service, when approved by the Superintendent, outside the normal workday shall be compensated at $25.00 per hour.

2. Salary Schedule for Teachers of Summer School

   Summer school teachers shall be paid at their regular hourly rate of pay.

3. Annual rate for R.O.T.C. Personnel

   Personnel employed in the Junior R.O.T.C. Program will be paid in accordance with current armed forces regulations governing such salary payments as provided for in the contract between the armed forces and the School Board of Volusia County.

4. **Salaries for Certified Personnel Beyond Ten Months**

   Certificated personnel employed under a ten-month contract (196 days) shall have a work year of 196 days and shall be paid in accordance with the 196-day salary schedule included in this contract.

   Certificated personnel employed under a ten (10) month contract who work ten (10) extra days shall receive their advanced degree and job role supplement in addition to their daily rate of pay for those ten (10) additional days,.

   Certificated personnel employed under an eleven (11) month contract shall have a work year of 216 days and shall be paid in accordance with the 216-day salary schedule included in this contract.

   Individuals who are allocated additional time beyond their regular work year shall be paid using the following formula:

   Base salary divided by the number of days in the individual's regular work year equals a daily rate of pay. This base salary is defined as that salary listed in the Salary Schedule applicable to the individual for the individual's rank and experience.

   Certified personnel may also be employed under a 256-day contract. Compensation for such individuals shall be established by multiplying the individual's daily rate under the regular salary schedule by 256 days. Such employees shall be paid in 24 installments, on a semi-monthly basis, and shall accumulate a total of 12 sick leave days per year. 256-day employees shall be given an opportunity to provide input prior to the adoption of the calendar. The 256 days shall include 237 with students in attendance, 10 teacher workdays, and 9 paid holidays. Such employees shall be entitled to ten (10) personal leave days without pay. Such leave is non-cumulative and can only be used in the contract year it is earned. The supervising administrator must agree to the leave request. Such leave requests must be submitted at least thirty (30) days prior to the leave. The unpaid leave described in this section is the only unpaid personal leave under this contract.

5. **Method of Payment**

a. Each teacher working a full school year will be paid in 24 semi-monthly installments.

b. Late start: teachers hired or returning from leave after a specified date in the payroll schedule may be placed on an alternate schedule that does not include multiple payments at the end of the school year as defined in the next paragraph.

c. Multiple payments for the remainder of the contract, which represent the remaining semi-monthly installments from paragraph "a" above, except for the final installment paid as per paragraph "d" below, will be issued on the last day of post-planning, for those teachers on the 196-day work schedule.

d. The final installment will be issued on the regularly scheduled pay date where the last scheduled workday is included in the corresponding pay period.

6. When a pay date falls within the winter break, spring break, or a scheduled non-workday, the School Board shall arrange for the affected teachers to receive their checks on the last working day prior to the non-workday.

7. If the district decides to issue signing bonuses, the following requirements shall apply.

a. Signing bonuses may be offered to teachers certified in an area of critical concern as defined by the Florida DOE, to promote diversity, or to address specific concerns at an individual school.

b. The Superintendent shall designate the individuals authorized to commit to the issuance of a signing bonus.

c. To qualify for a signing bonus, the teacher must:

i. be certified in the field they are hired to teach.

ii. teach in that field of the bonus.

iii. start employment in the district by August 31 for the beginning of the school year, and January 31 for fall graduates hired by the district.

d. The signing bonus shall be in the amount of $2,000 and shall be paid in two installments. For teachers hired at the start of the year, the first installment will be paid by October 1, and the second installment will be paid by March 1. For teachers hired later in the year, the first installment will be paid by March 1, and the second installment will be paid by October 1, provided the teacher is reappointed, and meets all other requirements for the bonus. Any teacher that does not fulfill all requirements for the bonus shall have the bonus rescinded. Should a bonus be rescinded, the district shall have the right to withhold a prorated amount from any salary owed but not yet paid to the teacher.

8. Teachers who provide afterhours tutoring services to students under a program established by the district shall be paid an hourly rate of $35.

C. Stipends

Job Role	<5 years	5-9 years	≥ 10 years
Certified School Counselors	$5,983	$7,319	$7,985
Psychologist	$10,166	$12,436	$13,566
Social Workers	$5,983	$7,319	$7,985
Speech & Language (3 C's)	$5,983	$7,319	$7,985

Job Role	<5 Years	5-9 Years	10+ Years	<5 Years	5-9 Years	10+ Years	<5 Years	5-9 Years	10+ Years
	High School			Middle School			Elementary School		
Band Director	4,384	5,531	6,979	2,909	3,443	4,076	-	-	-
Assistant Band Director	1,937	2,187	2,468	1,213	1,377	1,563	-	-	-
Choral Director	2,909	3,443	4,076	2,909	3,443	4,076	-	-	-
Orchestra Director	-	-	-	2,909	3,443	4,076	-	-	-
Fine Arts Teacher	1,213	1,377	1,563	-	-	-	-	-	-
Dance Director	2,909	3,443	4,076	2,909	3,443	4,076	-	-	-
Theatre Director	2,909	3,443	4,076	2,909	3,443	4,076	-	-	-
Caseworker	2,927	3,169	-	2,927	3,169	-	2,927	3,169	-
Placement Specialists	2,927	3,169	-	2,927	3,169	-	2,927	3,169	-
Program Specialists	2,927	3,169	-	2,927	3,169	-	2,927	3,169	-
Academic Coach	1,595	1,967	-	1,595	1,967	-	1,595	1,967	-
Agriculture Instructional Personnel	2,678	-	-	2,678	-	-	-	-	-

D. Additional voluntary work rates

The rates of pay identified in Appendix G, "Staff development or special project non-contracted pay rates," shall take effect on June 30, 2016, to work assigned, and authorized, by the Superintendent.

ARTICLE 27: OTHER BENEFITS

A. Life Insurance

Each full-time teacher is provided fully paid life insurance coverage equal to the annual salary.

B. Group Health Insurance

All full-time teachers shall be eligible for enrollment in the Group Health Insurance Program. The Board retains the exclusive right to make changes, and the union expressly and unequivocally waives its right to bargain, changes in carriers, health insurance plan designs and all provisions of the group health insurance plan in an effort to contain the cost of insurance and ensure the timely selection and availability of health insurance plans to employees. The Board shall maintain an

Advisory Insurance Committee to which the Union may appoint 2 representatives. The impact of any changes made by the Board will be impact bargained if requested by the Union. The Board's monthly premium contribution for single coverage shall be capped at $605 per month single coverage. The employee shall be responsible for any remaining monthly premium amount in excess of the contribution. In no event shall the board's monthly contribution exceed the monthly premium cost for single coverage of the participating employee. The Board will pay $.50 per month for each year of Volusia County service for those retired employees who remain in an approved plan until age 65.

C. Dental Insurance

All full-time teachers shall be eligible for enrollment in the Group Dental Insurance Program. The Board retains the right to make changes in the carriers and provisions of the group dental insurance plan in an effort to contain the cost of insurance.

D. Disability Insurance

The Board will, upon request, deduct the monthly premium from the salaries of those teachers who participate in approved disability income protection.

E. Tax Sheltered Annuity and other investment vehicles

The Board will, upon request, deduct from the salaries of teachers for contributions to tax sheltered annuities approved by the Board for payroll reduction. Enrollment opportunity shall include, but not be limited to, authorized providers of the Model Plan of the Independent Benefits Council. District website information will identify providers of the Model Plan. The district will develop an investment Provider and/or Representatives Service Agreement that includes marketing guidelines and conduct restrictions for all investment providers and representatives authorized under the plan consistent with law. The Board will offer the opportunity for enrollment in a Roth 403(b) plan and/or a deferred compensation plan (457) to all bargaining unit employees for purposes of payroll deduction. Plans offered shall initially be limited to investment providers currently approved by the Board. Any new provider must be approved by the Board. Employees shall be solely responsible for any costs or contributions associated with enrollment in any plan.

F. Financial Institutions

The board will, upon request, deduct monthly contributions from salaries of teachers for Credit Unions. Beginning July 1, 2019, employees shall be paid wages through direct deposit at a financial institution of their choice.

G. Terminal Pay

1. A teacher is eligible for terminal pay for accumulated sick leave upon termination of employment. If termination of employment is by death of the teacher any terminal pay to which the teacher may have been entitled shall be made to the beneficiary as identified with the Florida retirement systems or other beneficiary identified to the School Board by the teacher.

2. Teachers who resign may choose to leave accumulated sick leave days on deposit.

3. The daily rate of pay shall be calculated at the rank and step attained by a teacher.

4. For terminal sick leave pay the payment will be calculated according to the following formula:

   a. During the first three years of service in Volusia County, the daily rate of pay multiplied by 35 percent times the number of days accumulated sick leave.

   b. During the next three years of service in Volusia County, the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave.

   c. During the next three years of service in Volusia County, the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave.

   d. During and after the tenth year of service in Volusia County, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave.

   e. For normal retirement or death, terminal pay during or after the 13th year of service in Volusia County, the daily rate of pay multiplied by 100 percent times the number of days of accumulated sick leave.

   f. Employees participating in the Deferred Retirement Option Program (DROP) shall be permitted to receive the terminal sick leave pay for which they are eligible at the time they enter the program. Such payment(s) shall be paid into the tax deferral plan as may be required by paragraph 5 below. Such payment shall be limited to twenty percent (20%) of the sick leave accumulated at the time the employee enters DROP, such percentage being paid in each year the employee is in the program, with any balance being due upon actual retirement.

5. Terminal sick leave pay shall be paid into a tax deferral plan adopted by the school board and shall then be paid to the employee in accordance with the terms of such plan.

6. Upon written request, which must be made in writing within three days after the end of the teacher's work year, a teacher will receive an annual payment for accumulated sick leave that is earned for that year and that is unused at the end of the teacher's work year according to the following schedule:

   a. During the first three years of service in Volusia County, the daily rate of pay multiplied by 65 percent times the number of eligible days of sick leave.

   b. During the next three years of service in Volusia County, the daily rate of pay multiplied by 70 percent times the number of eligible days of sick leave.

   c. During the next three years of service in Volusia County, the daily rate of pay multiplied by 75 percent times the number of eligible days of sick leave.

   d. During the next three years of service in Volusia County, the daily rate of pay multiplied by 80 percent times the number of eligible days of sick leave.

   Days for which such payment is received will be deducted from the accumulated leave balance.

H. Tuition Reimbursement

Teachers shall be reimbursed for the cost of tuition for courses taken under the following terms and limits:

1. The Board shall appropriate $96,000 for tuition reimbursement each for fiscal year. Any funds remaining from the prior fiscal year shall carry over to the tuition reimbursement account.

2. Tuition reimbursement shall only be available for one course (maximum of 3 hours) per year for each individual teacher. This limit may be modified, at the sole discretion of the Superintendent or designee, if there are funds remaining in the account for the fiscal year, and all other requests have been considered.

3. Requests for tuition reimbursement shall be submitted to the Superintendent or designee for approval in advance of the course. The procedure for application shall be established and published by the Superintendent or designee.

4. Tuition reimbursement shall be limited to $350 per credit hour, not to exceed the actual cost of the credit hour and shall be applied only to the cost of tuition.

5. To be eligible for reimbursement, the course requested to be taken must be specific to the subject content of the teacher's current assignment(s) and from a college or university accredited by the Southern Association of Colleges and Schools. Other courses may be eligible only with prior approval of the Superintendent or designee.

6. To be reimbursed for a course, a teacher must earn a grade of B or better, as evidenced by an official transcript or a grade slip.

The balance of the tuition reimbursement fund as of April 29, 2015, shall revert to the district and thereafter accrue in accordance with this paragraph.

ARTICLE 28: SUPPLEMENTS

A. The principal shall recommend supplements for teachers as set forth in this Article. All supplements listed in Class A, Athletics, Music, and Sponsors which the principal intends to fill but does not have an agreement in principle with an individual to perform shall be posted in each school site during pre-planning. Posting shall be by email, agenda or other written form and shall contain the available positions and the amount of the supplement.

B. A supplement is not automatic, it must be agreed upon by the supplement recipient and the principal during pre-planning or no later than September 30.

C. A supplement may not be split unless there is agreement from the teachers involved.

D. All supplements listed are paid for the performance of duties beyond the regular working day and normal job responsibilities and are not approved solely on the basis of position classification or previous supplement payment. Additional time spent fulfilling job responsibilities does not constitute a basis for compensation beyond the teachers' regular salary.

E. Teacher supplements will be covered by a Supplement Performance Order. The Supplement Performance Order will be binding on both parties for the life of the Order as prescribed therein.

The Supplement Performance Order shall be completed and signed by the teacher prior to performing the supplemental duties.

F. A principal shall determine what duties shall be supplemented based upon the operational needs of the school. Principals shall give reasonable consideration to filling the supplements in Class A before filling the supplements in Class B or Class C.

G. Supplements at the election of the teacher, will be paid in either one lump sum after the completion of the duty or over two paychecks one at the end of each semester. The payouts will occur at the end of the first semester, prior to Spring Break or at the end of the year, depending on the date of the completion of the duty.

H. Supplements will be rounded to the nearest dollar.

I. Supervisory Duty supplement may be paid for morning or afternoon duty. One person may be supplemented for both morning and afternoon supervisory duty.

J. All Junior Varsity Coaches are classified as Assistant coaches.

K. Categories:

A. Basketball	B. Baseball	C. Other Approved Sports
Football	Soccer	
	Softball	
	Track	
	Volleyball	
	Wrestling	

L. A high school teacher eligible to receive a coaching or cheerleader supplement for 9th grade responsibilities will receive 62.5% of the high school supplement. If coaching or cheerleading responsibilities are continued on to varsity responsibilities at the end of a 9th grade schedule, the high school supplements apply.
The principal and athletic directors are responsible for the development of programs, schedules, seasons, and other matters related to school and county-wide athletics. They will involve coaches, male and female, as they carry out this responsibility.

M. A football coaching supplement shall be considered to be two (2) separate supplements, with an amount equal to 80% of the supplement being paid in December for the performance of the coaching responsibilities from the start of the school year to the end of the team's season, and amount equal to 20% of the supplement being paid with the 24th installment as described in Article 26 for the performance of the coaching responsibilities required by spring practice.

N. To qualify for an extended duty supplement one or more of the following criteria must be met and be in accordance with B above as requested and assigned by the principal:
1. loss of contract identified duty free lunch period,
2. loss of contract identified planning time,
3. a documented minimum average of 2 1/2 hours per week beyond the regular work week.

O. AP, IB, and AICE teachers whose course load requires multiple preparations for separate classes during the exam year for the course(s) are eligible for an extended duty one supplement for each preparation and will be required to separately perform the designated responsibilities for each supplement.

P. Coaches for sports at the middle school level shall be paid $1,114 per season.

Teacher Supplement 2024-25

Description	High Schools	Middle Schools	Elementary Schools
Class A:			
Department/Grade Chairperson*	803	803	803
Each additional teacher or major fraction; the amount will only apply for up to five teachers.	211	211	211
Supervisory Duty (Morning or Afternoon)	1,003	1,003	1,003
Mentor Teacher/Internship (annual)	1,859	1,859	1,859
Curriculum Committee Chairperson*			712
Test Chairperson K-5			1,281
Problem Solving Team Chairperson	1,114	1,114	1,114
Certified School Counselor Chairperson	3,986		
Class B:			
Extended Duty Supplement Amounts:			
One item checked under duties & responsibilities	1,059	1,059	1,059
Two items checked under duties & responsibilities	1,281	1,281	1,281
Three items checked under duties & responsibilities	1,728	1,728	1,728
Loss of planning for extra class	Hourly Rate of pay rounded up to the nearest half-hour	Hourly Rate of pay rounded up to the nearest half-hour	Hourly Rate of pay rounded up to the nearest half-hour
Audio-Visual Specialist	1,874	1,082	
Supplemental Career & Tech. Education	2,732	2,732	
Class C:			
Sponsors:			
Academic Team	1,627		
Dance	1,627		
Flag Corps	1,627		
Majorettes	1,627		
Class Sponsor 9th-10th Grade	550		
11th-12th Grade	668		
Drama/Music Production	1,083	557	557
Intramural	1,083	1,083	1,083
Publications	1,627	1,083	
Safety Patrol	557	557	557
Service Club	557	557	
Special Interest Club Activities	557	557	557
Student Government	1,627	557	
Yearbook	2,269	1,083	
Television Production	1,627	1,083	

Teacher Supplement 2024-25

Class B: Athletics: HIGH SCHOOL ONLY	<5 Years	5 - 9 Years	10+
Athletic Director	4,471	5,641	7,118
Category A-Head Coach	4,471	5,641	7,118
Category B-Head Coach	3,048	3,840	4,838
Category C-Head Coach	2,749	3,465	4,367
Category A-Assistant Coach	2,749	3,465	4,367
Category B-Assistant Coach	2,210	2,786	3,512
Category C-Assistant Coach	2,063	2,601	3,279
Athletic Trainer: (Per Semester)	**<5 years**	**5-9 Years**	**10+**
Certified – Head	4,471	5,372	6,455
Associate or Certified Asst.	3,092	3,895	4,908
Appointed	1,719	2,166	2,650
Cheerleader: (Per Semester)	**<5 years**	**5-9 Years**	**10+**
Cheerleader	1,550	1,784	2,057

ARTICLE 29: EMPLOYEE ASSISTANCE PROGRAM

A. Whenever any employee is referred to or enrolled in an Employee Assistance Program, the School Board shall, to the extent allowed by law, maintain the confidentiality of the employee's participation.

B. The School Board will not use participation in an Employee Assistance Program as a disciplinary measure. However, nothing herein shall prevent an employee's mandatory referral to an Employee Assistance Program, or the disciplining of any person who refuses to attend or complete an Employee Assistance Program when referred.

ARTICLE 30: EMERGENCIES

The Volusia County School District, hereinafter the "District," and the Volusia United Educators, hereinafter "VUE," in the interests of maintaining a safe environment for the students during times involving severe weather such as hurricanes, and other natural disasters or calamities, agree to the following:

Should an event such as is stated above occur during the time when the district is responsible for the school children, members of the bargaining unit will cooperate with the administration in taking the steps necessary to reasonably provide for the students' safety. If such actions require service beyond the regular workday, then the administration shall work with bargaining unit personnel to see that while first providing for the security of the students, reasonable requests by personnel to ensure the safety of their own families will be accommodated.

Should either party wish to discuss actions taken during an event as stated above, the parties shall meet to discuss the issues.

ARTICLE 31: SICK LEAVE BANK

PURPOSE:

To enable employers to provide protection in cases of long-term catastrophic illness and to encourage employees to "save" sick leave for a valuable future economic benefit (terminal leave).

A. To become a member of the Sick Leave Bank, an employee must have been employed by Volusia County Schools for at least one (1) year and must have accumulated at least five (5) sick leave days. Following the accumulation of five (5) sick leave days, the employee may join the sick leave bank by donating one (1) sick leave day to the sick leave bank.

B. To utilize "bank days" the member must first use all other accumulated sick leave days.

C. Members of the sick leave bank may be granted up to a maximum of one hundred (100) days.

D. Following any use of the sick leave bank provisions, the employee will have to rejoin the sick leave bank as indicated in No. A. above.

E. Days from the bank may only be used for extended personal physical or mental disability.

F. The bank will be administered by the Union as follows:

Three (3) teachers appointed by the Union President

G. In cases of extreme hardship, the bank administrators may grant additional days voluntarily given by other sick leave bank members.

H. If the bank is depleted during a school year, members may be assessed for up to two (2) additional days.

I. The bank administrators will determine the eligibility of membership in the Sick Leave Bank.

J. A list of all sick leave bank members shall be provided to the Union upon written request.

K. Forms for enrollment shall be available through the Union office.

L. All documentation related to the disbursement of Sick Leave bank hours will be returned to the Union by the middle of the following month.

Please see the attached Sick Leave Bank Procedural Guidelines in the back of the contract for additional information.

ARTICLE 32: JOB SHARING

A. Guidelines

Job sharing exists when two (2) teachers share one job position. The following conditions must be agreed to:

1. Both teachers voluntarily agree to participate in a job-sharing position.

2. Each teacher participating in a job share position will sign an agreement that stipulates the requirements of that assignment and the benefit choices available.

3. Teachers who job share may be required, with advance notice by the principal or supervising administrator, to schedule joint conferences or to attend faculty meetings or in-service beyond the modified school day.

4. Annual contract teachers in their first 3 years in the district or teachers who are placed on a Success Plan prior to the request for a job-sharing assignment will not be permitted to participate in a job-sharing position.

B. Approval for Job Sharing

1. Teachers wishing to job share must submit a written plan to the building administrator no later than May 1st of the year prior to the school year in which the job sharing will occur.

2. The written plan will include, but not be limited to:

   a. teaching responsibilities
   b. schedule of work hours and/or days
   c. planning time arrangements
   d. joint planning time arrangements
   e. procedures for parent conferences and field studies

3. The principal shall notify the teachers of the approval or denial of the plan no later than the last working day of May.

4. If the teachers and the principal/administrator cannot reach an agreement, an appeal can be made to the Superintendent. The Superintendent may find a different work site vacancy that would accept the job-sharing position.

C. Duration

1. A job share agreement shall be for one year.

2. Teachers may extend a job-sharing agreement with approval from the principal/administrator.

   a. Should a teacher in a job-sharing agreement wish to resign, the partners may assist in finding a replacement teacher. The replacement must agree to all terms and conditions of the initial plan.

   b. Should no replacement teacher be identified, the remaining teacher shall assume the full-time position.

   c. Teachers who participate in a job share position may substitute for each other at their full daily rate of pay for the days worked.

D. Salary, Benefits and Leave

1. Each teacher participating in job sharing will receive only partial benefits required to be paid by the Board. To receive full benefits, it will be the teacher's responsibility to assume the costs of benefits not paid by the Board or one teacher may opt out of benefits giving

his or her portion to the other teacher, or any other combination that equals one full benefits package.

2. The employee may choose the benefit coverage and such choice shall be effective at the beginning of the employee's first date of eligibility at the time the job share participation begins.

3. Each employee in a job share position shall receive an annual salary equal to one-half of the individual's salary (or the appropriate prorated amount) based on the salary schedule.

4. Years of experience shall be based upon Board Policy.

5. Sick leave shall be granted at the rate of 3.75 hours per month (or the appropriate prorated amount).

6. Teachers participating in job sharing shall receive credit on the salary schedule as follows:

   a. If a step is negotiated, one year of credit for every one year taught while participating in a job-sharing arrangement.

ARTICLE 33: NEW TECHNOLOGY

A. The board and the Union recognize the importance of using technology as a way to streamline and reduce paperwork within our school system. The parties also recognize the benefit of technology in assisting our students by ensuring that they receive the services they deserve.

B. Teachers will receive training on any new software or hardware they are required to use.

ARTICLE 34: FEDERALLY FUNDED ADDITIONAL INSTRUCTIONAL PROGRAMS AND/OR ACTIVITIES

In the event there are changes made that impact wages, terms or conditions of employment, the Superintendent and Union President shall enter into a Memorandum of Understanding.

ARTICLE 35: DURATION OF AGREEMENT

A. This agreement shall be effective as of the date of signing and shall continue in effect until **June 30, 2027**. This Agreement may be extended only in writing.

B. Salary changes for Fiscal Year (FY) 2025-2026 shall be effective in accordance with the date set out on this agreement.

C. This Agreement will be reopened for negotiation for wages and benefits to be paid to instructional bargaining unit members for FY 2026-2027. Two issues proposed by the Union and two issues proposed by the School Board may be reopened, in addition to any other issues required to be opened under this agreement. Any article of this Agreement may be opened at any time by consent of both parties.

D. Negotiations for FY 2026-2027 may commence on or after March 15, 2026, on articles without financial impact, upon request of either party. Articles with financial impact may commence on or after May 1, 2026, at the request of either party.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed and sealed the 18th Day of November 2025.

Elizabeth Albert, Union President
Volusia United Educators

Stephanie Workman, Chief Negotiator
Volusia County Schools

Dr. Carmen J. Balgobin
Superintendent of Schools

Ruben Colón
School Board Chair

Performance Pay Methodology Using TSIA Funds FY26
Calculation Using Final Summative Scores

Determine dollar amount available (salary only) 1,632,300

Number of employees and ranking:

	General Fund	Federal Fund	Total All Funds
Base-No Rating or NI	324.7	16.0	**340.67**
GF	1,000.2	87.1	**1,087.29**
E	1,434.9	49.4	**1,484.24**
HE	1,022.9	88.0	**1,110.87**
	3,782.6	240.5	**4,023.07**

Solve for x which is equal to GF

1000.2(x) + 1434.9(0.63x) + 1022.9(1.25x)=

3,175.52 x

x = $ 514.03

Example Calculated Amounts

Base-No Rating or NI	$ -
GF	$ 514.03
E	$ 321.27
HE	$ 642.54

Factors		
Base	-	0% of GF
GF	1.00	
E	0.63	50% of HE
HE	1.25	100% >E

Using Calculated Factor:

196 Days	#emps	Base	Adjustment	Total Increase	Gen Fund Cost
Base-No Rating or NI	318.8	$ -	$ -	$ -	$ -
GF	974.7	-	514.00	514.00	501,016
E	1,415.6	-	321.00	321.00	454,395
HE	998.0	-	643.00	643.00	641,714
	3,707.1				**$ 1,597,125**

Prorated Amounts:

216 Days	# Emps	Base	Adjustment	Total Increase	Gen Fund Cost
Base-No Rating or NI	5.9	$ -	$ -	$ -	$ -
GF	18.4	-	566.00	566.00	10,420
E	17.3	-	354.00	354.00	6,128
HE	23.9	-	709.00	709.00	16,917
	65.5				**$ 33,465**

256 Days	# Emps	Base	Adjustment	Total Increase	Gen Fund Cost
Base-No Rating or NI	-	$ -	$ -	$ -	$ -
GF	7.0	-	671.00	671.00	4,697
E	2.0	-	419.00	419.00	838
HE	1.0	-	840.00	840.00	840
	10.0				**$ 6,375**

Total Cost including benefits & prorated amts	$ 1,996,115

Employees as of Aug 22, 2025 for general fund only, using FY25 Summative Scores

FY26 196/199-Day Placement Schedule For Annual Contract Instructional

Salary Tier	Amount
A	50,000
B	50,000
C	50,000
D	50,000
E	50,000
F	50,000
G	50,000
H	50,000
I	50,000
J	50,000
K	50,000
L	50,000
M	50,000
N	50,000
O	50,000
P	50,000
Q	50,000
R	50,000
S	50,000
T	50,000
U	50,000

Salary for Advanced Degrees: Individuals hired July 1, 2011 or later who have earned an advance degree may be eligible for a salary supplement.

FY26 216-Day Placement Schedule For Annual Contract Instructional

Salary Tier	Amount
A	55,103
B	55,103
C	55,103
D	55,103
E	55,103
F	55,103
G	55,103
H	55,103
I	55,103
J	55,103
K	55,103
L	55,103
M	55,103
N	55,103
O	55,103
P	55,103
Q	55,103
R	55,103
S	55,103
T	55,103
U	55,103

Salary for Advanced Degrees: Individuals hired July 1, 2011 or later who have earned an advance degree may be eligible for a salary supplement.

FY26 256-Day Placement Schedule For Annual Contract Instructional

Salary Tier	Amount
A	65,308
B	65,308
C	65,308
D	65,308
E	65,308
F	65,308
G	65,308
H	65,308
I	65,308
J	65,308
K	65,308
L	65,308
M	65,308
N	65,308
O	65,308
P	65,308
Q	65,308
R	65,308
S	65,308
T	65,308
U	65,308

Salary for Advanced Degrees: Individuals hired July 1, 2011 or later who have earned an advance degree may be eligible for a salary supplement.

FY26 VUE Instructional Performance Pay Amounts

	196 Days			216 Days			256 Days		
Ranking	Base/COLA	Adjustment	Total Increase	Base/COLA	Adjustment	Total Increase	Base/COLA	Adjustment	Total Increase
No Rating or Needs Improvement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Grandfathered	$ -	$ 532	$ 532	$ -	$ 586	$ 586	$ -	$ 695	$ 695
Effective	$ -	$ 333	$ 333	$ -	$ 367	$ 367	$ -	$ 435	$ 435
Highly Effective	$ -	$ 667	$ 667	$ -	$ 735	$ 735	$ -	$ 871	$ 871

APPENDIX B

For Information Only

FAMILY AND MEDICAL LEAVE ACT

1. Family and Medical Leave Act: 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, and with such federal regulations that may be issued under the Act.

2. Employee Eligibility: Eligibility for these benefits shall be limited to those bargaining unit members that have been employed for at least the previous twelve (12) months by the Board and worked at least 1,250 hours during that previous twelve (12) month period. Full-time teachers will be deemed to have met the 1,250-hour requirement.

3. Terms of Leave: This leave shall be granted, in the following instances, for no more than a total of twelve (12) work weeks during the school year, July 1 through June 30. It shall be granted to eligible bargaining unit members for: (A) to care for the employee's child after birth, or following placement for adoption or foster care; (B) to care for the employee's spouse, son, daughter, or parent who has a serious health condition; or (C) for a serious health condition that makes the employee unable to perform the employee's job.

4. Definitions: The definitions contained in the Act apply to this article.

5. Group Medical Insurance: The Board shall continue an employee's group medical insurance in full effect during FMLA leave, to the same extent as when the employee worked. The employee shall be responsible for his or her share of insurance premium payment. Days of leave taken under the sick leave provision of the collective bargaining agreement shall be considered to be leave taken under the FMLA if taken for a serious health condition, for the purposes of this article, as shall any annual leave taken after the employee has exhausted his or her sick leave due to a serious health condition.

6. Length of Unpaid Medical or Child Care Leave: The length of any unpaid medical or childcare leave shall be determined by the collective bargaining agreement, provided such provisions, when considered with sick leave and annual leave used as stated above in paragraph 6, meet the required twelve (12) week allotment called for by the Act.

7. Notice: 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 and to his or her immediate supervisor, approximately thirty (30) days in advance, where possible. If a leave is needed for foreseeable medical care, it shall be requested, in writing at least thirty (30) days in advance, or as early as is practicable.

8. Medical Certification: (A) Illness of Others: When requesting leave for a serious health condition of the employee's spouse, child or parent, the employee, upon request by the school district shall submit a statement from the patient's doctor which certifies that it is necessary for the employee to care for the patient and estimates the length of time the care is needed. (B) Illness of Employee: The Board may require a medical certification from eligible employees who request leave under the FMLA. Additional requests for medical certification shall be at the employer's expense and shall comply with the regulations under the Act.

9. Intermittent Leave for Planned Medical Treatment: Unpaid medical leave with FMLA benefits may be taken on an intermittent basis when the employee, the employee's spouse, child or parent

has a serious medical condition, and it is foreseeable that the employee will need short periods of time off. Such intermittent leave days may be taken only when all sick leave and annual leave have been exhausted.

Intermittent leave may be taken in increments of one or more days or partial days at work. Intermittent leave will be granted, subject to the previously mentioned terms, if the health care provider certifies that it is medically necessary. The Board may require medical certification of the need, and the schedule or time of the treatment. The employee must give the Board thirty (30) days written notice of the need for the leave, if possible. If it is not possible to give thirty (30) days advance notice, the employee shall provide as much notice as is practicable.

10. Employees must exhaust all sick leave prior to taking an unpaid leave covered by the FMLA, where the reason for the leave is covered by section (B) or (C) of paragraph number 3.

11. Restoration: Upon return from an FMLA leave, the affected employee is entitled to 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.

TEACHER AUTHORITY TO REMOVE STUDENTS FROM THE CLASSROOM PROCEDURE

Teachers and other instructional staff shall keep good order in the classroom and in other places in which they are assigned to supervise students, shall maintain an orderly and disciplined classroom with a positive and effective learning environment that maximizes learning and minimizes disruption, and shall work with parents and other school personnel to solve discipline problems in their classrooms.

Teachers and other instructional personnel shall establish and enforce reasonable classroom rules that treat all students equitably, that include consequences designed to change behavior, and which are consistent with school board policy and disciplinary rules established by the principal.

Teachers and other instructional personnel shall have the authority to request and receive training and other classroom assistance to improve skills in classroom management, violence prevention, conflict resolution, and other areas. They shall seek professional development to improve classroom management skills when data show that they are not effective in handling minor classroom disruptions. Any teacher who removes 25% of his or her total class enrollment shall be required to complete professional development to improve classroom management skills.

In accordance with law and within the framework of school board policy, teachers and other instructional personnel shall have the authority to undertake any of the following actions in managing student behavior and ensuring safety of all students in their classes and school and their opportunity to learn in an orderly and disciplined classroom:

- Have disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students removed from the classroom for behavior management intervention;
- Have violent, abusive, uncontrollable, or disruptive students directed for information or assistance from appropriate school or district personnel;
- Assist in enforcing school rules on school property, during school sponsored transportation, and during school-sponsored activities;
- Request and receive information as to the disposition of any referrals to the administration for violation of classroom or school rules;
- Request and receive immediate assistance in classroom management if a student becomes uncontrollable or in case of emergency;
- Press charges if there is reason to believe that a crime has been committed on school property, during school-sponsored transportation, or during school-sponsored activities; and
- Use reasonable force, according to standards adopted by the State Board of Education, to protect himself or herself or others from injury.

A teacher may, in accordance with the procedure established at the school, send a student to the principal's office to maintain effective discipline in the classroom and may recommend an appropriate consequence consistent with the Code of Student Conduct and Discipline. The principal shall respond by employing the teacher's recommended consequence or a more serious disciplinary action if the student's history of disruptive behavior warrants it. If the principal determines that a lesser disciplinary action is appropriate, the principal should consult with the teacher prior to taking disciplinary action.

A teacher may remove from class a student whose behavior the teacher determines 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. A teacher who does so shall provide the principal with a description of the behaviors and how they have interfered with the class prior to the end of the school day. If a teacher fails to provide

the information in a timely manner, the teacher will be deemed to have agreed to having the student readmitted. Where student is removed under this procedure, the principal may place the student in another appropriate classroom, in in-school suspension, or in a dropout prevention and academic intervention program. The principal also may choose to 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 placement review committee (PRC) determines that the placement is the best or only available alternative, or the placement is required by the student's individual education plan or section 504 plan. The decisions of the teacher, principal and PRC shall be made within five days of the removal of the student from the classroom.

When a student is classified as one with disabilities and receiving exceptional education services or is identified as a section 504 student, the principal/designee will, in consultation with ESE personnel or section 504 contact at the building and district level where necessary, review the IEP or the section 504 plan and determine if removing the student from class would violate the applicable plan. If the principal/designee determines that removal would violate the applicable plan, the teacher shall be so informed, and the principal/designee will return the student to the classroom. If the referral involved an ESE student, the principal/designee shall notify the staffing specialist to convene the ESE staffing committee to review the student's IEP. If the referral involved a section 504 student, the principal/designee shall notify the section 504 contact to review the section 504 accommodation. Changes in Florida statutes do not alter federal requirements related to students with disabilities.

A PRC shall be established at each school to determine placement of a student when a teacher withholds consent to the return of a student to the teacher's class. The principal shall notify each teacher about the availability, the procedures, and the criteria for the PRC. The PRC membership shall include at least two teachers (one selected by the school's faculty, with a standing member and an alternate being elected at the start of the year, and one selected by the teacher who has removed the student) and one member of the school staff selected by the principal. Additional staff members may be appointed at the discretion of the principal (e.g., guidance counselor, assistant principal). The principal may also serve on the PRC. The teacher who withheld consent to readmitting the student may not serve on the committee.

APPENDIX D

SICK LEAVE BANK PROCEDURAL GUIDELINES

The purpose of the Sick Leave Bank is to enable employers to provide protection in cases of long-term catastrophic illness and to encourage employees to "save" sick leave for a valuable future economic benefit (terminal leave.) Membership in the Sick Leave Bank must precede the diagnosis date for the current illness for which days are being applied.

1. To become a member of the Sick Leave Bank, an employee must have accumulated five (5) sick leave days. Following the accumulation of five (5) sick leave days, the employee may join the Sick Leave Bank by donating one (1) sick leave day to sick leave bank.

2. To utilize "bank days" the member must first use all other accumulated sick leave days.

3. Members may be granted four times the number of days they have accumulated at the beginning of their illness to a maximum of one hundred (100) days.

4. Following any use of the Sick Leave Bank provisions, the employee will have to rejoin the Sick Leave Bank as indicated in #1 above.

5. Days from the bank may only be used for extended personal physical, or mental disability.

6. The bank will be administered by the Union as follows:

   Three (3) teachers appointed by the Union President

7. In cases of extreme hardship, the bank administrators may grant additional days voluntarily given by other Sick Leave Bank members. Any unused donated days will be returned to the Sick Leave Bank.

8. Members with zero accumulated sick days will have the option of days being donated on their behalf, which will be monitored, by the Sick Leave Bank.

9. If the bank is depleted during a school year, members may be assessed up to two (2) additional days.

10. The bank administrators will determine the eligibility of membership in the Sick Leave Bank.

11. A list of all Sick Leave Bank members shall be provided to the Union upon written request.

12. Forms for enrollment shall be available through the Union office.

APPENDIX E

For Information Only

DROP EXTENSION PROCEDURES

It is the intent of the Superintendent to develop procedures to be followed by employees participating in the DROP program who may be eligible for extending their participation time in that program. These procedures will be designed to notify those employees of their eligibility for an extension, the process by which they may apply for an extension and the time period during which their extension will be considered and be notified of the Superintendent's decision.

APPENDIX F

VOLUSIA COUNTY TEACHER TENURE LAW

VOLUSIA COUNTY TEACHERS' TENURE LAW

Laws 1937, Ch. 18964, and amended by
Laws 1939, Ch. 20187, and as amended by
Laws 1974, Ch. 621 & Ch. 623

As used in this act, "in-service education points" means points earned by a teacher for participation in previously described and approved workshop experiences, at the rate of one (1) point per workshop hour. Such in-service education shall be included in the local school district master in-service plan which is annually submitted to the department of education.

Section 1. Every employee in the public free schools of Volusia County who is over the age of twenty-one (21) years and who, on or after July 1, 1935, shall have been employed therein for three (3) consecutive years and who shall have a valid Florida certificate and who, during such three (3) year period, has occupied himself or herself for a period of at least six (6) weeks in registration and attendance in some college or university of recognized standing by the department of education and has earned at least six (6) semester hours credit in professional study or their equivalent in district in-service education points, when and if re-elected for the next succeeding school year to a position in such public schools in the same district, county, or other unit by which he was formerly employed, shall thereafter for said ensuing year and each subsequent school year be a permanent employee of the district, county, or other unit as long as the employee shall be possessed of a valid certificate of the class required by the position to be filled, and shall attend schools or participate in district in-service programs for professional study at intervals, or shall travel, under requirements set forth in section 3 of this act, except as hereinafter otherwise provided.

Section 1-B. Any teacher or principal qualifying under the provisions of Section 1 of this Act as a permanent employee of Volusia County may, for a valid reason, apply to the County School Board in writing for a leave of absence, and be granted such leave of absence, without loss of tenure rights, provided such leave of absence is recommended by the local school district board and for a period not to exceed twelve (12) months.

Section 2. Each person holding office in an administrative or supervisory position in such school system, the qualifications of which require a valid Florida Certificate based on at least two years' college training, is hereby classified as teacher during the entire time of holding such administrative or supervisory position, and as coming within the purview of this Act.

Section 3. No person who has qualified as a permanent employee in the public free schools of Volusia County shall be thereafter dismissed or not re-employed for any subsequent year in such public free schools except for one or more of the following causes: immoral or unprofessional conduct, or for failure to cooperate with supervisors or school boards or school faculty, or any or all of them; dishonesty, incompetence, or failure to preserve discipline or to transmit proper instruction, or willful neglect of school duties, notable failure to make professional advancement by failing to attend a college of recognized standing by the department of education, earning at least six (6) semester hours credit under the following classifications: teacher not having bachelor's degree, once every three (3) years; teachers having bachelor's degree, once every five (5) years; teacher having master's degree, once every five (5) years with privilege of auditing courses; that in lieu of attending a college of recognized standing by the department of education in accordance with the requirements of this section, any teacher may earn equivalent district in-service education points or secure permission from the district school board to travel, setting forth the proposed

travel, which must be of an educational nature, and the school board shall approve such application at a regular or called meeting, and the record of its proceedings upon such application recorded in its minutes; persistent violation of, or refusal to obey the laws of the state relating to schools, or reasonable regulations prescribed for the government of the public free schools of the state, or for failure to carry out local school regulations not in conflict with state laws; or for physical or mental disability to perform the functions or the duties of the office; excessive or unreasonable absence from duties in preceding year; chronic illness; conviction of a felony; or for habitual use of alcohol or intoxication. Before any dismissal for cause of failure to re-employ for any subsequent year in pursuance of the foregoing provisions shall be effective, the school board shall give at least twenty (20) days' notice by registered mail to the teacher at his or her address as appears in the records of the school board, enclosing a complete copy of the charges preferred against such teacher on which it is proposed to base such dismissal or failure to re-employ, which notice shall state the time when, the place where, the school board shall hear the charges. At the time and place stated in the notice, the school board shall conduct a public hearing on such charges and shall hear evidence justifying such dismissal or failure to re-employ. Thereafter, the employee shall have the right to present such evidence as she or he may desire in rebuttal thereof and shall have the right of representation by counsel. Only evidence under oath or affirmation shall be received at such hearing and both the school board and the employee shall have the right to introduce witnesses. Full cross-examination of all witnesses shall be permitted, and the hearing shall be taken down by a competent reporter and transcribed and filed in the office of the superintendent of schools. The written finding of a majority vote of the school board that one or more of the causes mentioned above exist, shall be essential to and sufficient to dismiss or fail to re-employ such employee after such hearing. The employee shall have the right to appeal the decision of the school board to the board of education whose decision shall be final. The board of education shall furnish to the dismissed employee within ten (10) days after request is made thereof and without charge a certified copy of all charges filed, testimony taken thereon, and orders entered in the matter. Nothing herein shall prejudice the right of the employing unit to re-employ the teacher on probation, except a sustained charge of immorality; nor the right of the teacher to voluntarily accept classification as probationary employee. Such employee shall not come within the purview of this act during such period of probation.

Section 4. It is hereby expressly provided however that nothing herein contained shall prevent the dismissal or failure to re-employ any teacher where the Board of Public Instruction through financial necessity or curriculum changes deem it necessary to decrease the number of permanent employees of the particular kind of service in which the dismissed teacher was engaged. If such similar service is re-established within two years thereafter, all dismissed teachers who were dismissed otherwise than for cause shall be offered re-employment prior to the employment of any new teacher in a similar capacity, and teachers so dismissed without cause shall be offered re-employment in the same order in which they were dismissed, but if such re-employment is not accepted, the teacher shall forfeit his or her previous tenure rights.

Section 5. All employments under the provisions of the Act shall be subordinate to the right of the Legislature to amend or repeal this Act at any time and nothing herein contained shall ever be held, deemed or construed to confer upon persons employed pursuant to the provisions hereof, a contract which will be impaired by the amendment or repeal of the Act.

Section 6. If any section or subsection, sentence, clause or phrase of this Act is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Act. The Legislature hereby declares that it would have passed this Act and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more other sections, sub-sections, sentences, clauses or phrases be declared unconstitutional.

APPENDIX G

STAFF DEVELOPMENT OR SPECIAL PROJECT NON-CONTRACTED PAY RATES

In-Service Instructors/Trainers/Facilitators/Participants	
Trainer rate for after-hours training	$25.00 per hour of workshop facilitation $25.00 per hour preplanning of workshop (one-time occurrence)
Design work	$25.00 per hour – Number of hours must be agreed upon in advance by the designer and the program manager
Synchronous Online Course Facilitator	$50.00 per week plus $10.00 per course computer
Asynchronous Online Course Grader	$8.00 per 10 hours course work per course computer
Reading Endorsement	$25.00 per hour for face-to-face training $8.00 per 10 hours of course work per course computer
Optional Workshops for Teachers (as participants)	$15.00 per hour (if funding is available) plus in-service points
Mandated Workshops for Teachers Mandatory recourse consequences for non-obedience	Hourly Rate of Pay plus in-service points
Projects, Grants, Programs, and Categorical Participants	
Instructional PLC's	$25.00 per hour $25.00 (after hours)
Positive Parenting by ESE Teachers	$15.00 per hour
Instructional childcare Paraprofessionals providing childcare. Others providing childcare	$15.00 per hour Hourly Rate Minimum Wage
Substitute Teacher	Employee's regular substitute teacher pay rate
Hourly non-exempt employee	Employee's regular hourly rate or Substitute Teacher hourly rate -if qualified
Coordinator for continuing Program	$35.00 per hour
Extended core instruction/intervention where student grade is impacted (i.e., before/after school, lunchtime, planning period, weekend, holidays etc.)	Hourly rate of pay
Tutoring (Active Teachers only)	$30.00 per hour (before and after school); Hourly rate during the school day
Tutoring (Teachers on LOA) Tutoring (non-instructional)	Appropriate sub teacher rate
Overtime	
Overtime rates may apply for non-exempt employees where combined paid hours exceed 40 for the work week (Monday through Sunday). Double time rates will apply for non-exempt employee for any hours worked on a designated paid holiday.	