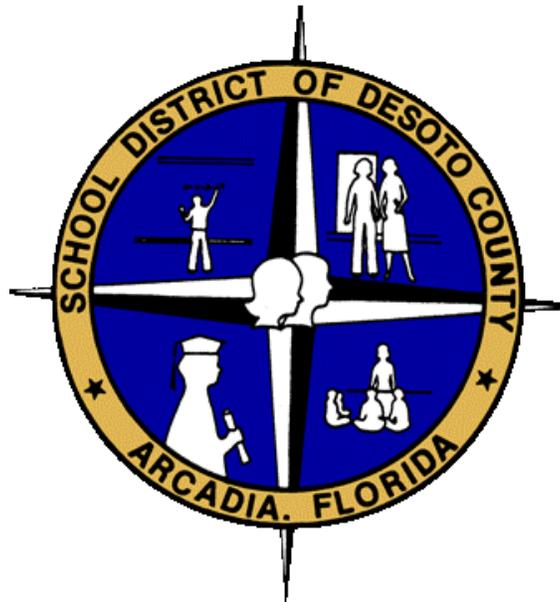


AGREEMENT  
BETWEEN THE  
DESOTO COUNTY EDUCATORS ASSOCIATION  
AND THE  
DESOTO COUNTY SCHOOL BOARD

EFFECTIVE JULY 1, 2020

THROUGH JUNE 30, 2023



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- Appendix 1: PERC Certification No. 73
- Appendix 2: Instructional Employee Compensation Plan 2020-2021
- Appendix 3: Employee Sick Leave Transfer Program
- Appendix 4: Grievance Form
- Appendix 5: Insurance

## **DEFINITIONS**

<b>ADMINISTRATION/ ADMINISTRATOR(S)</b>	School District personnel as defined by section 1012.01(3), <i>Florida Statutes</i> .
<b>UNION/DCEA</b>	The DeSoto County Educators Association.
<b>BOARD/EMPLOYER</b>	The School Board of DeSoto County, Florida, or its designee.
<b>WORKDAY</b>	A duty day of the employee unless otherwise indicated in this agreement.
<b>EMPLOYEE/TEACHER</b>	A member of the bargaining unit as defined by PERC Certification No. 73, attached as Appendix 1.
<b>PRINCIPAL/DIRECTOR</b>	The chief administrator of a school/Cost Center or that person's designee.
<b>SUPERINTENDENT</b>	The Superintendent of Schools or that person's designee.
<b>REGULAR WORKWEEK</b>	The regular workweek shall be Monday through Friday unless otherwise indicated in the Agreement. Any change in the regular workweek shall require that both parties mutually agree to such change(s) and provide at least 30 calendar days of notification.
<b>SCHOOL YEAR</b>	The regular school year for employees covered under this contract will be 196 duty days.
<b>SCHOOL CALENDAR</b>	The School Calendar as adopted by the Board.
<b>CONTINUOUS SERVICE</b>	Non-interrupted service to the DeSoto County School System from the first day of service to any implementation of this agreement. Absence from service by an approved School Board leave shall not be deemed an interruption in continuous service.
<b>SENIOR REPRESENTATION</b>	The Union's designated primary representative at a Cost Center.
<b>HE/HIS/HIM</b>	Whenever the masculine gender is used in the Agreement, it shall also include the feminine gender and vice versa.

<b>ADDRESS</b>	The mailing address of an employee provided by the employee to the Board.
<b>DOE</b>	Florida State Department of Education.
<b>COST CENTER</b>	Each individual work site for which the DeSoto County School Board is responsible.
<b>PARTIES</b>	Includes both the School Board and Union (DCEA).
<b>REPRIMAND</b>	Any action taken by an administrator against a teacher which culminates in written documentation being placed in the teacher's personnel file.
<b>PERC</b>	The Florida Public Employees Relations Commission.
<b>MAY</b>	Used to denote a contingency, purpose or result which is optional or discretionary.
<b>WILL</b>	Used to denote probability or expectation: likelihood.
<b>SHALL</b>	Used to denote command, compulsion or inevitability.
<b>AFTER SCHOOL ACTIVITIES</b>	Activities that shall include, but not be limited to, instructional training, in-service, extra-curricular events, or school improvement meetings.
<b>SUMMER INSTITUTE</b>	Teacher-student classroom setting that occurs outside of the regular school year as defined in this agreement.
<b>PREPARATION</b>	A "preparation" is defined as the process of developing a lesson plan and the necessary activities for implementing a course of study as identified in the course code directory.
<b>RELATIVE</b>	Relative means an individual who is related to the employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister.
<b>IMMEDIATE FAMILY</b>	Immediate family is defined differently in different circumstances; consult the Employee Handbook or collective bargaining agreements for applicable definitions.

## ARTICLE 1

### RECOGNITION

- Section 1** The School Board of DeSoto County (Board), Florida, recognizes the DeSoto County Educators Association (Union) as the exclusive collective bargaining representative of the appointed employees in the bargaining unit certified by the **Florida Public Employees Relations Commission** in Case No. **8H-RC-754-1013, Certification No. 73.**
- Section 2** The Union recognizes that the Superintendent or his/her designee is the collective bargaining representative of the Board. The Union and the Board mutually recognize that bargaining is conducted solely and exclusively by the representatives as defined in Section 1 of this Article
- Section 3** This Agreement constitutes the full and complete commitments between both parties and may be altered, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.
- Section 4** Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provision shall be automatically modified by mutual agreement of the parties to the extent that it violates the law; but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the modified provision.

## ARTICLE 2

### PURPOSE

- Section 1** It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relations between the parties hereto and to provide an orderly and amicable means of resolving any misunderstanding or differences which may arise as a result of implementing this Agreement.
- Section 2** It is understood that the Parties are engaged in furnishing essential public educational services which vitally affect the educational needs, health, safety, comfort and general well-being of the children of DeSoto County and the public at large; that the Union represents professional teachers who have a vital interest in educational excellence; and that both Parties recognize the need for continued, reliable service to the children and public of DeSoto County.
- Section 3** Each Party shall bear the full cost of its participation in collective bargaining sessions and grievance and arbitration hearings.

## ARTICLE 3

### SCOPE OF BARGAINING

**Section 1      Scope**

The subject of collective bargaining between the Board and the Union shall be wages, hours, terms and conditions of employment of the employees.

**Section 2      Procedures**

The Superintendent, or his/her designee, and the Union shall meet at reasonable times to negotiate in good faith and to execute a written contract with respect to agreements reached concerning the terms and conditions of the employee or the employees. Section 447.203 (14), *Florida Statutes*.

**Section 3      Agreement**

- a. Upon completion of collective bargaining between the Superintendent, or designee, and the Union, the collective bargaining agreement shall become binding only after it has been ratified by the bargaining unit and approved by the Board at a regularly scheduled meeting. Section 447.309 (1), *Florida Statutes*.
- b. The School Board agrees to print 35 copies. After a contract is ratified by the Teacher unit and Board approved, the District will have 90 days to upload the new contract to the District Website. Upon notice that the contract is not posted, the union will notify the District in writing. The District will remedy the situation in 20 school days from the date of notification.

**Section 4      Resolution of Impasse**

**a.      Mediation**

In the event that an impasse is reached by the parties during the course of negotiations, either Party may direct a request to the Federal Mediation and Conciliation Services (FMCS) setting forth the date the impasse was reached and a statement as to the nature of the item or items at impasse. Both Parties agree to meet with the mediator selected according to the rules of the FMCS and to attempt to reach agreement by good faith negotiations as rapidly as possible. Section 447.403 (1), *Florida Statutes*. Should the FMCS decline to assert jurisdiction over a dispute, either Party may request a mediator from the PERC. In the event that mediation fails to resolve the impasse or a collective bargaining agreement is not reached, the impasse may go to a Special Magistrate. Sections 447.403, 447.405, 447.407, and 447.409, *Florida Statutes*.

**b.      Special Magistrate**

Use of a Special Magistrate shall be in accordance with applicable law. Sections 447.403, 447.405, 447.407, and 447.409, *Florida Statutes*.

**Section 5      Authority to Declare an Emergency**

According to Florida Statute, the School Board may declare an emergency in cases in which one or more schools in the district are failing or in danger of failing and negotiate special provisions of its contract with the appropriate bargaining units to free these schools from contract restrictions that limit the schools' ability to implement programs and strategies needed to improve student performance.

## ARTICLE 4

### MANAGEMENT RIGHTS

- Section 1** Nothing in this Agreement shall be construed to limit or impair the right of the Board to exercise its sole discretion, providing such exercise is consistent with the express terms of this Agreement and in keeping with federal and state laws on all of the following matters:
- a. To manage the school system and to exercise sole, exclusive control and discretion over the organization of the Board and of the DeSoto County School System and the operations thereof.
  - b. To determine the purpose and function of the Board and its constituent agencies, divisions and departments.
  - c. To perform those duties and exercise those responsibilities which are assigned to it by law or by regulations of the State Board of Education and by State Law.
  - d. To determine and adopt such policies and programs, standards, rules and regulations as deemed necessary for the efficient operation and general improvement of the Board's school system and to select management, supervisory, administrative, and other personnel.
  - e. To set methods, means of operations, and standards of service to be offered throughout the DeSoto County School System.
  - f. To decide curriculum and to supplement minimum course of study prescribed by the State Board of Education for all schools.
  - g. To determine and re-determine job content.
  - h. To decide the number, location, design, and maintenance of its schools, departments and facilities, supplies and equipment.
  - i. To determine the qualifications of all employees of the Board, to select, hire, lay off, assign, transfer, promote, demote, and direct all employees of the Board consistent with this Agreement.
  - j. To discharge and suspend any employee of the Board for cause and to take other disciplinary action against such employees and to relieve such employees from duty because of lack of work or for other legitimate reasons as outlined in section 1012.33, *Florida Statutes*.
  - k. To make, issue, publish and enforce policies, procedures, rules and regulations not in conflict with the express provisions of this Agreement or applicable law, as it may from time to time deem best for the purpose of maintaining effective operation and order and safety in the schools. Notice thereof shall be given the Union and the employees. Compliance therewith by the employee shall thereafter be required unless and until rescinded or amended by the Board.
  - l. To exercise other rights to manage the school system and the educational processes which are not recited in or expressly limited by this Agreement.

**Section 2** Any of the rights, powers, or authority the Board previously possessed or enjoyed prior to this Agreement are retained and may be exercised without notice to or consultation with the Union except as expressly abridged, limited, or modified by the written terms of this Agreement or the law.

**Section 3** The Board has the sole, exclusive right to direct the managerial supervisory, administrative personnel, and any other person not covered by this Agreement to perform any task in connection with the operation of the school system, whether or not performed by the employees within the bargaining unit.

**Section 4** The Board hereby retains and reserves all rights, powers, duties, authority and responsibility conferred upon and vested in it by the laws and constitution of the State of Florida.

## ARTICLE 5

### UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS

#### Section 1 **Employer Information**

The Board agrees to furnish to the Union available public information concerning the financial resources of the District. If production of copies is required to provide such information, the Union will bear the expense at the rate of 15 cents per page, if printed, there will be no copying costs for documents produced electronically. Research and redaction costs are additional, to the extent the time required to gather and redact the documents exceeds 30 minutes.

#### Section 2 **Payroll Deduction**

- a. A member of the bargaining unit, and only such a member, may present written authorization to the Board to deduct Union dues from his salary effective the pay period following such authorization until the earlier of three occurrences:
  - 1) Loss of certification by the Union as the bargaining agent for the employees covered by the contract.
  - 2) Effective the pay period following written notice of revocation of said authorization by the Union.
  - 3) Employee authorization for deductions or changes in deductions shall be signed by the DCEA Treasurer before the Board will implement said deductions or changes.
- b. Upon receipt of a written authorization form from an employee covered by this agreement, the Board shall deduct Union dues and assessments from the employee's pay at no cost to the Union. The Board shall transmit to the Union any and all deductions within five (5) days after the deduction is made.
- c. It is understood that this provision will provide for 24 equal deductions per year.
- d. Changes in the Union dues rate shall be certified to the School Board in writing over the signature of the Union President/designee. Notice shall be given at least fifteen (15) days in advance of the effective date of such change.
- e. The Board's obligation with respect to said funds is the collection and transmittal of the funds within five (5) days after the deduction is made. The Union, its officers, agents, and members will hold the Board and its agents harmless for the cost and results of any action which may be brought by any of its members, groups of members, or agencies of law with respect to the use or disposition of said funds that have been transmitted to the Union.
- f. The Board is prohibited from any involvement in the collection of fines, penalties, or special assessments levied or attempted to be levied upon its employees by the Union, its officers, agents, or members.

**Section 3 Union Meetings and Activities**

- a. Upon ratification of the Agreement, the Union shall have the authority and the Board shall approve release time for all bargaining unit members to be provided a contract briefing while they are in a duty status. This shall be accomplished at a time when students are not in attendance or at another mutually agreeable date and time schedule.
- b. Any person(s) affiliated with the Union shall secure permission from the principal/designee before conducting any business on school premises.

**Section 4 Union Activities At Work Locations**

- a. The Union representative shall be allowed to conduct Union Business in accordance with section 447.509, *Florida Statutes*, provided that:
  - 1) Upon arrival at the Cost Center such representative shall first report to the principal/designee to announce his presence.
  - 2) The representative shall conduct such visits in a manner which does not interfere with or interrupt the instructional program or classroom activities and duties of any employee.
- b. The Union shall have access to internal mail distribution within buildings as provided by the principal or director of the respective Cost Center. Public address systems and other means of communications which are available within the cost center may be utilized for purposes of announcements provided that all announcements are first reviewed by the appropriate administrator. With the exception of material that is personal in nature, the principal shall receive a copy when this distribution system is utilized.

**Section 5 Inter School Mail**

The Union shall have the right to use the inter-school mail facilities and school mail boxes for the distribution of material relating to Union business with the following stipulations:

- 1) School district personnel not affiliated with the Union shall not transport any materials, and
- 2) The Union shall hold the School Board and its employees harmless from any fees, fines, penalties and possible litigation that may result from the exercise of this privilege.

**Section 6 Time For Union Representatives**

The DCEA President or designee will be relieved from duty at times mutually agreed to be the Parties in order to carry out those responsibilities associated with this Agreement. While it is agreed that this time shall be made available, it is recognized that future implementation shall be dependent upon individual and site schedule requirements. It is also recognized that from time to time, situations may arise which may, by mutual agreement, require situational release time beyond the scheduled time provided for above.

- a. Whenever possible, and with the agreement of the principal/designee, the DCEA President or designee will be relieved from non-instructional duties.
- b. A total of ten (10) days release time, per year, shall be made available for the DCEA President and/or designee to attend Union/Educational seminars without loss of pay. Use of those days must be pre-approved in writing by the Superintendent.

**Section 7 Office Space and Equipment**

- a. The employer agrees to provide space as available at each site for a file cabinet so as to protect the confidentiality of Union records.
- b. The employer agrees to provide the Union representative at each site use of a file cabinet and computer if these are available.
- c. Availability determinations shall be made by the principal/designee.

**Section 8 Bulletin Boards**

The employer shall provide bulletin board space for the Union, for the purpose of posting Union information. The size shall be at least 9 square feet. The location shall be mutually-agreed upon by the building administration and the Union.

**Section 9 Information From The Board**

- a. The Board shall provide notice of vacancies through the School Board's website, as such vacancies arise.
- b. The Board shall provide the Union access to a complete set of School Board Rules, Regulations and policies, and changes thereof.
- c. The Board shall provide the Union President access to the minutes, agenda and requested attachments for all School Board meetings.

**Section 10 Right to Representation**

- a. If disciplinary action is to be the topic of discussion between the employee and his supervisor and/or other management officials, the employee shall be so advised and that he is entitled to Union representation if he so desires. It shall be the employee's responsibility to notify the Senior Representative of the scheduled meeting. If a request for representation is made, it shall be honored.
- b. The Union retains the right to represent all employees of the bargaining unit consistent with applicable statutes.
- c. When an employee is requested to attend an interview for the record with the Department of Children and Families, as a result of allegations of improper employee conduct that may result in discipline or discharge, the employee has the right to request and be represented by a Union representative or attorney at his own expense.

**Section 11    Exclusivity Clause**

Only the exclusive bargaining agent, DCEA, shall have the right to enforce this Agreement.

**Section 12**    No public employee or employee organization shall participate in a strike against a public employer by instigating or supporting in any manner, a strike. Article 1, section 6, *Florida Constitution*.

**Section 13**    The Agreement shall be terminated immediately and unilaterally by the School Board in the event of a strike or work stoppage which has been proven to have been instigated by the Union.

## ARTICLE 6

### TECHNOLOGY

- Section 1**
- a. Computer Technology: Management will offer technical assistance to all employees to provide them with the skills necessary to keep pace with the changes.
  - b. Student grades, lesson plans, and reports of student academic progress will be posted on the available electronic system on a regular basis.

- Section 2**
- At the end of each nine-week grading periods, instructional personnel will be provided a workday for the purpose of preparing report cards and/or other record keeping activities that cannot be completed while students are in attendance.
1. In-service and/or school improvement training will not be scheduled on these days unless mutually agreed to by the parties.
  2. Teachers shall post grades online by 3 pm on the dates established on the school calendar.
  3. Departmental/Grade Level meetings may be scheduled on these days. The duration of such meetings will be no longer than sixty (60) minutes. In the case of employees who have more than one such meeting, they may choose to attend only one meeting and request information from other meetings be provided through electronic communications.

## **ARTICLE 7**

### **FAIR PRACTICES**

- Section 1** There shall be no discrimination against employees because of race, creed, color, age, sex, marital status, national origin, sexual orientation, gender identity, religious and political belief, or religious and political activities outside the school day and school premises.
- Section 2** The Board shall not discriminate against Employees because of membership or non-membership in the Union.
- Section 3** Employees covered by this Agreement shall have the protection of all the rights to which they are entitled by the Constitution, Florida State Statutes, and DOE policies and regulations.

## ARTICLE 8

### EMPLOYEE RIGHTS

- Section 1** Consistent with chapter 447, *Florida Statutes*, employees shall have the right to self-organization, to form, join or assist labor unions or labor organizations or to refrain from such activity, to bargain collectively through representatives of their choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection.
- Section 2** Consistent with applicable statutes an employee's off-the-job conduct shall not result in disciplinary action, unless such conduct impairs his effectiveness as an employee. Moreover, the Employer recognizes the right of a duly recognized Union representative to express the views of the Union provided they are identified as Union views. The personal life of a teacher is normally not an appropriate concern of the Board. However, in certain circumstances his/her personal conduct may be deemed to affect the proper performance of his/her assigned functions during the workday. Such circumstances are illustrated by the provisions of Section 1012.33 of Florida Statutes and related sections.
- Section 3** No employee shall have disciplinary action taken against him because of debt complaint, and the Employer shall not assist the creditor in collecting the debt, unless required by applicable state and/or Federal Statutes.
- Section 4** Employee participation in charitable and other drives (such as U.S. savings bonds campaign) is voluntary. Solicitation will be made, but no pressure shall be brought to bear to require such participation.
- Section 5** All School Board Policies shall be uniformly administered throughout the bargaining unit.
- Section 6** Employees shall not be subjected to personnel practices which are prohibited by or in conflict with School Board policy.
- Section 7** All contracts for annual employment shall be issued no later than the first day of December each year to teachers holding valid Florida teaching certificates, provided that:
- a. The supportive data is on file or provided that the teacher can furnish evidence that the supportive data has been requested.

- Section 8** Effective July 1, 2011, all teachers newly hired in the district, including those re-employed after a break in service that is not approved by the school board, shall receive a probationary contract for their first year of employment. Upon successful completion of the probationary contract, the district school board may award an annual contract each year thereafter. Professional Service or Continuing Contracts are no longer available to any teachers who have not earned this contract status prior to July 1, 2011.
- Section 9** Employees shall not be required to attend any meetings after the normal workday other than normally scheduled faculty meetings, (as outlined in Article 15 Section 4) and mutually agreed upon parent-teacher conference meetings. Employees shall not be required to participate in any activities beyond the normal workday other than on a voluntary basis.
- Section 10** Employees shall not be required to transport students except in accordance with School Board Policy.
- Section 11** Administrators will not verbally abuse, reprimand, or criticize employees in the presence of students, parents, other faculty, or staff members. Employees will not verbally abuse or criticize an administrator in the presence of students, parents, other faculty, or staff member.
- Section 12** The placement of materials including written reprimands in the official Personnel File shall be in accordance with Florida Statutes Chapter 1012.31.
- Section 13** Any employee who is recommended for suspension or termination or subject to disciplinary action shall be afforded due process in accordance with this agreement and state statutes.
- Section 14** An employee who is re-employed after a break in service or leave of absence approved by the school board will not lose his prior experience level on the salary schedule including contract status as permitted by state statutes.
- Section 15** To the extent allowed by law, an Annual Contract teacher who receives less than an Effective rating on both parts of his/her most recent summative evaluation, i.e. receives a Needs Improvement, or ineffective rating, may, at the discretion of the Superintendent or designee, have his/her contract renewed for the forthcoming work year.

## ARTICLE 9

### PERSONNEL RECORD

#### **Section 1 Maintenance**

There shall be only two (2) personnel files as defined in section 1012.31, *Florida Statutes*. One (1) file shall be maintained at the Department of Human Resources of the DeSoto County School Board and any request to view or copy the file shall be by submission of a written request to the Human Resources Director. The other file shall be maintained at the office of the Employee's Cost Center and any request to view or copy the file shall be by submission of a written request to the applicable School Principal. No other file or memo shall be maintained on an Employee unless otherwise mandated by Statute. No copies of the official Personnel File shall be made except that which is photocopied by request of the employee or required by Florida Statute. Employees shall receive up to five (5) pages of their personnel files copied for free during each School Year. Additional pages may be copied at 15 cents per page.

**Section 2** Personnel files will be managed and distributed in accordance with section 1012.31, *Florida Statutes*.

#### **Section 3 Complaints**

- a. When a written complaint concerning an employee's conduct and performance is made by the parent of a student or any other member of the public, the supervising administrator shall attempt to resolve the complaint with the complaining party and consult with the employee involved.
- b. No complaint shall be placed in the official personnel file until such time as the complaint has been sustained through an impartial hearing procedure (outlined in this contract or consistent with applicable statutes), or the parties involved have mutually agreed to the disposition of the complaint.

## ARTICLE 10

### INSTRUCTIONAL PERSONNEL ASSESSMENT

#### A. PURPOSE

The purpose of evaluations shall be to improve the quality of instruction and to comply with the mandates of Florida Statutes and State Board Rules governing the evaluation of instructional personnel. To that end, this Article is intended to provide information so that the teachers can better understand the factors that go into their evaluations.

The Teacher Evaluation System Procedures Manual (Evaluation Manual) shall reflect and explain the procedures and accompanying forms which shall be used for all observations, deliberate practice, and methods for measuring student growth. The manual shall be incorporated into and made part of this contract. This manual shall be available on line to all teachers.

The District shall provide professional development at the beginning of each school year on all aspects of the Teacher Evaluation System.

#### B. TERMINOLOGY

1. Teacher Evaluation System Procedures Manual (Evaluation Manual): The evaluation protocol developed by the Evaluation Committee under the authority of the Parties.
2. Instructional Practice Score shall encompass domains 1-4 and includes both Formal Observations and Walkthroughs.
3. Deliberate Practice shall be from a/an element(s) chosen in collaboration with the evaluating administrator. The evaluation manual provides more detailed information.
4. Student Performance Score shall mean a score obtained by the demonstration of either student proficiency or growth on state or local assessments.
5. The Summative Evaluation Rating is the summation of the Instructional Evaluation and the Student Performance Scores.
6. Not Evaluated: Teachers who do not have enough data in all domains in order to be fairly evaluated due to a significant leave of absence or hired after December 31<sup>st</sup> shall not be required to complete the Deliberate Practice portion of the evaluation.

#### **Figure 1: Summative Rating Components**

**67% IPC + 33% Student growth=Summative evaluation score.**

## **C. CATEGORIES**

Categories will be used to identify teachers by their years of teaching experience and as a basis for factors such as scaling the Summative Ratings and the number of observations that will be given. Accordingly, all teachers shall be placed in one of the following categories:

1. Category 1: Teachers who are in their first, second or third year of teaching and are new to the profession.
2. Category 2A: Teachers who are in at least their fourth year of teaching.
3. Category 2B: Teachers who are in at least their fourth year of teaching and may be new to the District, assigned to teach a new subject area or grade level that is different from their previous assignment or assigned to teach at a school with a different population of students from their previous assignment.
  - a. If the teacher meets one of the requirements for Category 2B, the teacher may request that the school principal move him/her to Category 2B. This request must be made in writing during the first twenty (20) student contact days of the new assignment. Upon receipt of this request the principal shall move the teacher to Category 2B. The change in category shall be in effect for one (1) school year. Principals may also assign teachers to Category 2B by the twentieth (20) student contact day if the teacher meets one of the requirements of this category.
  - b. This change must be communicated in writing to the teacher and be made during the first twenty (20) student contact days of the new assignment.
  - c. Teachers who have an Instructional Practice score of “needs improvement” shall be placed in Category 2B for the subsequent school year.
4. Category 3: Teachers who have been determined to be less than effective in the classroom as documented through the current evaluation system that may result in an unsatisfactory rating or who fail to achieve gains based upon the state’s student growth model. These teachers shall be placed on a Teacher Improvement Plan (TIP) prior to receiving any Unsatisfactory final rating in any domain. Procedures for the Teacher Improvement Plan are explained further in the Evaluation Manual and its glossary of terms.
5. Category 4: Teachers who do not have enough data in all domains in order to be fairly evaluated due to a significant leave of absence or hired after the mid-point of the school year.

## **D. TEACHER IMPROVEMENT PLANS (TIPs)**

Notwithstanding the minimum requirements of each category, teachers who receive an unsatisfactory rating on the Instructional Practice Score or who fail to achieve gains based upon the state or applicable local student growth model in the previous year shall be placed on a TIP. Procedures for the TIP are explained further in the Evaluation Manual and its glossary of terms.

- a. The evaluator, with input from the teacher, shall develop a plan which includes additional observations and resources in an effort to improve teacher performance.
- b. Upon successful completion of the Teacher Improvement Plan (TIP), the teacher shall be reassigned to his/her original category.
- c. Informal observations of teachers on a TIP may begin after the first fifteen (15) duty days.
- d. The time lines for completing or responding to a TIP may be extended by mutual agreement.
- e. The required observations for a TIP may extend past May 1 evaluation deadline.

**E. THE EVALUATION COMMITTEE**

1. Substantive changes to the Teacher Evaluation System Procedures Manual (Evaluation Manual) shall reflect new contractual language agreements in this article. The Evaluation Committee is charged with aligning those contractual language changes to the Teacher Evaluation System Procedures Manual (Evaluation Manual).
2. The Evaluation Committee shall also provide oversight of all planning development and implementation of the Evaluation Process creating and overseeing a system to ensure reliability and validity of observations and all evaluations are conducted by trained personnel.
3. The Evaluation Committee shall consist of three members selected by the Union and three members selected by the District. The Committee shall meet as needed to develop the Evaluation Manual, which the Parties agree is binding as to teacher evaluations to the extent not inconsistent with this Article.

**F. GENERAL EVALUATION PROVISIONS**

1. Instructional Practice Score.
  - a. There shall be two types of observations: walkthroughs/informal and formal observations. The minimum number of observations each teacher shall receive is determined by the category in which they are placed. The evaluator shall follow the observation procedures as outlined in the current Instructional Personnel Evaluation Manual. A teacher shall be employed for at least thirty (30) calendar days before any formal or walkthrough observation is conducted.
  - b. Any walkthrough or formal observation or evaluation of a teacher shall be recorded on the observation form(s) specific to the design question(s) and annual evaluation report per category or by other measures as set forth in the evaluation manual.
  - c. Teachers shall have at least one observation (formal or walkthroughs) documented by November 1<sup>st</sup> and a second observation (formal or walkthroughs) documented by February 15<sup>th</sup>.

- d. Observations made after May 1<sup>st</sup> to the end of the school year shall be documented but not used to calculate the Instructional Practice score.
- e. Teachers shall be provided a signed copy of their Survey 2 and 3 class rosters.
- f. Provisions for Walkthroughs.

A new walkthrough cannot be performed and scored until feedback has been posted for the prior walkthrough, unless the parties agree otherwise.

When possible and where requested by the teacher, walkthroughs shall be completed by another trained observer. A teacher may request, in writing, an additional walkthrough by April 1<sup>st</sup>. The requested walkthrough shall take place prior to the finalization of the Instructional Practice Score. The highest rating achieved in each element shall be used to calculate the final IPC score.

Audio visual monitoring for the purpose of evaluation shall not be permitted. However, electronic observations for walkthroughs shall be permitted upon a signed mutual agreement.

- g. Provisions for Formal Observations.
  - i. Each teacher shall be advised as to who will observe him/her prior to any formal observation. Formal observations shall be completed by the evaluating administrators only. The formal observation(s) shall have a planning conference prior to and a reflection conference after the observation. Each conference shall provide privacy between the teacher and the administrator and shall occur within five (5) duty days before and after the formal observation except by mutual agreement.
  - ii. A teacher shall receive a change in the date or time of a scheduled formal observation upon reasonable request.
  - iii. If a formal observation is interrupted by unforeseen circumstances, and the observation is unable to resume within that lesson, a new pre-conference may be scheduled to discuss the new lesson. The formal observation shall be rescheduled at a mutually agreeable time.
  - iv. In unusual circumstances such as the extended illness of a teacher or administrator, the time limits for completing or responding to the formal observation may be extended. Any request for or grant of an extension must be communicated in writing or electronically. This shall not extend the time for notice of non-reappointment.

2. Instructional Evaluation Score.
  - a. The Instructional Practice score of a teacher's performance is the responsibility of the administrator.
  - b. The Instructional Practice report shall be finalized by May 15<sup>th</sup> of each year.
  - c. If the teacher fails to receive the minimum number of observations for their Instructional Practice score report by the May 1<sup>st</sup> deadline, then any incomplete observations (formal or walkthroughs) will be marked as innovating. Teachers shall receive an email notification of their Instructional Practice score report no later than May 15<sup>th</sup>. The teacher shall have until the last teacher day of the school year to respond in writing in the comment section on their summary page. The report will be electronically signed or signed in writing by the teacher; however, refusal to sign or lack of signature does not invalidate the evaluation.
3. Summative Evaluation Rating.
  - a. If the Student Performance Score causes the Summative Evaluation Rating to drop below the Instructional Evaluation Score or the Summative Evaluation Rating remains less than an Effective rating, the administrator shall meet with the instructor within (10) duty days of completing the Summative Evaluation Rating Report. The conference may be waived and/or the time may be extended by mutual written agreement. The report will be signed (electronically or by hand) by the teacher; however, refusal to sign or lack of signature does not invalidate the rating.
  - b. In unusual circumstances such as the extended illness of a teacher or a board approved leave of absence, a copy of the Summative Evaluation Rating Report shall be sent by certified mail to the teacher's last known address with a notation on the report indicating the reason that no conference was held. Verification of such shall serve in lieu of the teacher's signature.
  - c. A PSC/CC teacher receiving a Summative Evaluation Rating of Unsatisfactory shall be placed on 90-day performance probation as outlined in Florida Statutes.
  - d. Other than procedural error the evaluation process or non-renewal of a teacher for incompetency shall not be subject to the grievance or arbitration process.

- e. A copy of each teacher's Summative Evaluation Rating Report shall be maintained in his/her personnel file and shall be confidential for the period of time specified in Florida Statutes.

## ARTICLE 11

### TEACHER ASSIGNMENTS AND TRAVEL

- Section 1** Employees will be notified in writing by July 1<sup>st</sup> of their tentative teaching assignments for the following year. It is recognized that scheduling problems may necessitate a change in teaching assignments after July 1. In that event, the teacher will be notified of the change verbally or in writing within five (5) business days.
- Section 2** If changes are made in items specified in the preceding Section prior to the employee's return to duty, the principal shall, as soon as possible, notify the employee in writing using the employee's latest recorded address.
- Section 3** The board shall make every effort to arrange the schedules of employees who are assigned to more than one school so as to minimize the amount of inter-school travel. As soon as practicable, such employee shall be notified of any changes in their schedules.
- Section 4**
- a. Any employee who travels under Board authorization shall have prior approval of the Superintendent or his designee and be subject to Florida Statutes and policy of the Board.
  - b. Each person, upon completion of a trip, shall file an expense account on the appropriate form obtained from the school bookkeeper or found on the School Board website within 30 calendar days of the completed trip, or by June 30th of the year, whichever is first.
- Section 5** Out of county travel expenses directly related to attendance at credit earning courses or workshops shall be borne by the School Board when the Board requires such attendance.

## ARTICLE 12

### TRANSFERS/PROMOTIONS

#### Section 1 All Voluntary Transfers

- a. During the regular school year as defined by the adopted School Calendar, all Teacher vacancies or newly created positions to be staffed shall normally be posted on-line for a minimum of five (5) work days prior to the deadline for applying for such vacancies or positions. All District instructional employee applicants meeting selection criteria will be interviewed for filling positions during the regular school day/year. Personnel interviewed for a position shall be notified of the final decision within five (5) work days after a candidate has been selected.
- b. Unless otherwise agreed to by the Parties, Teachers who desire to voluntarily transfer shall file a written voluntary transfer form with his/her building principal and copy that transfer to Human Resources. The Teacher shall state the grade(s) desired, subject area assignment, and school desired.
- c. Any Teacher desiring transfer may apply provided he/she has the qualifications and certification for the position.
- d. A Teacher applying for a vacancy within the system for which he is fully qualified and certified shall be granted an interview for the vacancy before an applicant not currently in the system, pursuant to the procedures outlined in Section 2.

#### Section 2 Procedures

- a. Voluntary transfer requests shall be considered once a position has been posted or known to be in existence. Teachers applying for a transfer must possess the necessary qualifications and certification for the vacant position. All voluntary transfers shall require the approval of the principals involved, the Superintendent, and the School Board.
- b. Requests for transfer by Employees in the system will be granted before out-of-system hiring occurs, if the conditions in section 2 “a” are met.
- c. An unsuccessful applicant may, upon written request, be given a post interview conference. The applicant should be in receipt of the summary within 10 calendar days of the conference.
- d. When two (2) or more Employees are requesting transfer to the same position, the determining factor shall be their evaluations in the previous three (3) years which must average an “effective” rating or higher, provided certification qualifications are met.
- e. Barring unpredictable circumstances, no more than one (1) voluntary transfer request per employee will be approved during any school year.

**Section 3      Involuntary Reassignment Within a School**

The principal may make reassignments within a school or center in accordance with section 1012.28, *Florida Statutes*. When a Teacher is reassigned, he may request the reason for such reassignment.

**Section 4      Involuntary Transfers Between Schools**

- a. Involuntary transfers from a school or Cost Center necessitated by such factors as budget requirements, changes in student population, or changes in programs shall be specifically recommended by the Superintendent.
- b. Notice of an involuntary transfer or reassignment from one site to another, shall be given in writing to affected employees no less than ten (10) calendar days prior to the transfer of reassignment, except in the case of an emergency.
- c. Voluntary transfers appropriate to the circumstances will be made before involuntary transfers.

**Section 5      Vacancies**

Other than filling in for an employee on approved leave and in the absence of a hiring freeze, long-term substitutes will not be used in lieu of full time appointed teachers.

**Section 6      Promotions**

Any employee possessing the appropriate qualifications may apply for an administrative vacancy in accordance with the provisions and regulations of the School Board's adopted Human Resources Development Plan.

**Section 7      Turnaround Schools**

In the event that any under-performing school in the District becomes managed by an entity other than the local School Board and Superintendent,

- a. Any employee that request a transfer from that school shall be placed in comparable positions at another school before any new employees are hired, provided that the transferring employee has an Effective evaluation rating or higher from the previous year and possesses the job qualifications, training, and/or certification;
- b. Employees with Professional Service Contracts or Continuing Service Contracts shall be given priority in transfer requests over employees with Probationary or Annual Contracts;
- c. Any employees who remain employed at that school will be considered "on leave" and their time spent at that school shall not constitute a break in service should they transfer to another district-managed school at a later date or should their school return to district management.

## **ARTICLE 13**

### **REDUCTION IN FORCE/RECALL**

#### **A. LAYOFFS**

When one or more Employees are to be laid off because of substantial change in the size or nature of the student population or unavoidable budgetary limitations, the Superintendent shall request a meeting with the union president to discuss the cuts to be made. This meeting will involve establishing the program areas requiring reduction. Once the areas to be cut are identified, the district school board must retain Employees at a school or in the school district based upon education program needs and the performance program areas requiring reduction. The Employee with the lowest performance evaluations must be the first to be released: the Employee with the next lowest performance evaluations must be the second to be released: and the reductions shall continue in like manner until the needed number of reductions has occurred. In the event that a tie occurs using the evaluation ranking in any program area being cut, contract status, seniority, certification, and educational attainment shall be used to break the tie. A district school board may not prioritize retention of Employees based upon seniority. Section 1012.33(5), *Florida Statutes*.

A teacher may not be prevented from securing other employment during the period of layoff under this subsection.

#### **B. RECALL RIGHTS**

Laid-off Employees shall be offered reemployment in reverse order of their being laid off if qualified to fill the vacancies. No new appointments may be made while there are vacancies. No new appointments may be made while there are laid-off teachers available who are qualified to fill the vacancies. Laid-off Employees will retain recall rights for a period of twenty-four (24) months from the date of layoff. Employees who are recalled shall be notified by certified mail, and shall have seven (7) days from the date of their receipt thereof to notify the School District of their intent to accept their recall. If the Employee fails to notify the School District of his/her intent to return, that Employee shall lose his/her recall right.

## **ARTICLE 14**

### **SCHOOL CALENDAR**

**Section 1** Both Parties agree that the school calendar's formulation and adoption is the responsibility of the School Board.

**Section 2** The Superintendent of Schools shall each year assemble a school calendar committee for the purpose of formulating a school calendar and preparing advisory recommendations.

- a. The District and the Union will each select a maximum of five representatives to participate in the committee.
- b. The Committee will make recommendations for Board consideration of the school calendar.

## ARTICLE 15

### TEACHER DUTY DAY

**Section 1** A teacher's duty day shall be the equivalent of seven and one half (7-1/2) instructional and non-instructional hours per day in a particular school. Said workday shall include lunch, preparation time, and supervisory duties, i.e. bus duty, etc.

**Section 2** All full-time teachers shall have a duty free lunch period of not less than thirty (30) minutes.

**Section 3** Teachers are required to stay beyond the regular duty day under the following circumstances:

- a. The regular duty can be extended for as long as needed in emergencies which threaten the health or safety of students.
- b. Teachers will work during one (1) open house event per school year.
- c. Teachers will work during two (2) parent/teacher nights per school year.

For the events listed in sections b and c, above, Teachers who are in attendance will receive hour-for-hour additional time off, which may be used with the written approval of the principal or supervisor with three calendar days advance notice, except in the case of an emergency, and shall not require coverage. Such additional time off can be used at any point in the school year in which it is earned and does not carry over or otherwise accrue beyond the school year in which it is earned. Additional time off that remains at the end of the school year in which it is earned, or which a teacher has remaining at the time of his/her separation, has no cash value.

**Section 4** In addition to Section 3 events, attendance at faculty meetings may be required by the principal provided:

- a. One (1) day advance notice is given.
- b. There is a prepared agenda.
- c. The meeting is directed to substantially all faculty members present.

**Section 5** **Planning Time**

- a. Elementary school teachers shall receive a minimum of one forty-five (45) minute continuous block of planning time for students per day.
- b. Middle School Teachers shall receive a minimum of one (1) class period of in-school day planning time for students per day.
- c. High School teachers shall receive a minimum of one (1) class period of in-school day planning for students per day.
- d. Planning time will not be used automatically for teacher training or meetings without the teacher's consent.
- e. Planning time includes, but is not limited to, time spent on RTIs and IEPs.

- f. The amount of planning time provided in sections a, b, and c, above, is not guaranteed when:
- 1) The school day is shortened;
  - 2) On professional development days;
  - 3) During state- or district-mandated testing; or
  - 4) Due to extenuating circumstances.

**Section 6 Lesson Plans**

The development and use of lesson plans is a professional responsibility vital to effective teaching. A lesson plan should reflect what is going on in the classroom. To accommodate teachers who teach multiple levels or subjects, redundancy shall be reduced to the extent possible and lesson plans may be developed by grade level or subject departments. A teacher may choose to use common lesson plans from others in the school, PLC, or District. A lesson plan template will be provided by the District. With prior approval of the Principal, the teacher may alter the lesson plan template to meet the needs of the student(s).

**Section 7 Number of Preparations**

Teachers may be assigned up to four (4) preparations. Teachers may accept more than four (4) preparations by mutual written agreement with the principal.

**Section 8** On the school day immediately preceding Winter Break and Spring Break, teachers not assigned supervisory duties are authorized to leave at the conclusion of the student day. Teachers are authorized to leave at 1:00 p.m. on the final teacher duty day. Any teacher assigned supervisory duty shall not leave until all assigned duties are completed.

## ARTICLE 16

### NON-TEACHING DUTIES

- Section 1** Teachers shall not be assigned or required to perform the following non-teaching duties:
- a. Lunchroom supervision during the duty-free lunch period.
  - b. Chaperone or attend after-school activities for which a supplement is not provided in accordance with the normal salary schedule. Acceptance of any such duties shall be voluntary.
- Section 2** Employees may tutor for pay consistent with School Board policy and applicable Florida Statute.
- Section 3** New teachers participating in the New Teacher Orientation Program, outside of the School Year, shall receive compensation of \$100.00 per day of attendance at Orientation.

## ARTICLE 17

### MAINTENANCE OF CLASSROOM CONTROL

#### **Section 1      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. A teacher may at any time request the assistance of the principal.

#### **Section 2      Removing Student**

a.      If a teacher deems it necessary, he may have a student temporarily removed from the classroom by directing him or having him accompanied to the principal's office or other location designated by the principal.

The principal/designee will advise the teacher of any actions or recommendations he has made concerning a student referral, within a reasonable time period.

1. If the teacher determines the conduct of the student being so removed to be verbally abusive, or to be a physical danger to the student himself, the teacher, or other students, the determination should be indicated on the discipline referral. Student(s) shall not be returned to the classroom prior to review and disposition by the principal/designee, and consultation with the teacher.

b.      The adopted standardized student discipline referral form shall provide space for the referring party to note observation and to recommend action on the part of the Administrator.

#### **Section 3      School Center Disciplinary Procedure**

a.      A written student disciplinary procedure, consistent with the terms of Board policy and this Agreement, will be developed and distributed in each school attendance center.

b.      The principal shall make the final decision regarding the implementation of the procedure.

#### **Section 4      Special Assistance**

When, in the judgment of a teacher, a student requires special attention, the teacher shall so recommend to the principal in writing. The principal will advise the teacher of the action being taken.

**Section 5      Assault**

- a.      If an employee is physically assaulted by a student, the student will not return to that classroom setting.
- b.      The principal shall report as soon as possible, but within twenty-four (24) hours, to the Superintendent that an assault upon an employee has been reported to him. The principal shall investigate and file a complete report as soon as possible to the Superintendent.
- c.      The full report shall be signed by the employee to acknowledge that he has seen the report, and he may append a statement to the report.
- d.      The principal shall assist the employee in notifying the proper law enforcement officials if so requested.

**Section 6      Teacher Authority In The Classroom**

The School Board shall abide by sections 1003.31, 1003.32, 1001.41, 1001.42, 1001.51, 1001.54, and 1003.04, *Florida Statutes*.

- a.      Each district school board, each district school superintendent and each school principal shall fully support the authority of teachers, according to section 1003.32, *Florida Statutes*, to remove disobedient, disrespectful, violent, abusive, uncontrollable or disruptive students from the classroom and when appropriate and available, place such students in an alternative educational setting.

## ARTICLE 18

### SUMMER INSTITUTE PARTICIPATIONS

- Section 1** Those Employees who teach summer institute classes are subject to all rights, privileges and obligations contained in this Agreement.
- Section 2** An Employee participating in the summer institute program shall earn, be credited with, and be eligible to use, one additional day of sick leave provided that he is contracted for the full term of the summer institute.
- Section 3** The hourly salary for summer school teaching positions will be listed on the job postings.
- Section 4** Summer institute class size shall be limited consistent with Florida law.
- Section 5** Classroom teachers shall be considered before non-classroom teachers for employment in summer teaching positions.
- Section 6** The selection of summer institute instructional staff shall be based upon the following:
- a. Meeting requirements stated in the funding source.
  - b. Having appropriate Florida certification
  - c. Having received effective or highly effective on the classroom observation portion of the evaluation in the previous and/or current school year.
- Once criteria a, b, and c (above) have been met, preference will be given to teachers
- who have taught the same grade level and/or subject
  - who have been board approved for re-employment in the ensuing year (In the event that 2 or more teachers meet all of the above criteria equally, the one with the longest length of service in the district shall be given preference.)
- Section 7** By special written request and approval of the summer institute principal, and the summer institute coordinator, instructional staff may divide the instructional duties of the summer institute session.
- Section 8** Employees working at the summer institutes shall receive their normal hourly rate of pay unless the posting specifies otherwise. Pay days may vary from year to year, and therefore will be announced each summer.
- Section 9** All applicants for summer institute will be notified of summer institute staff appointments at the same time.

## **ARTICLE 19**

### **PARENTAL LEAVE**

**Section 1** Parental leave will be governed by the School Board's Family and Medical Leave Act policy, as it exists at the time an Employee submits a request for FMLA leave, with the exception that Employees need not have one year and 1250 hours of service to be eligible for FMLA-style leave. Employees shall be eligible for leave consistent with the FMLA upon completion of 95 duty days of full-time work for the District.

**Section 2** By providing this auxiliary, FMLA-style leave with lesser eligibility requirements, the Parties agree that an individual receiving the benefit of such leave does not become, by use of such leave, an FMLA-qualified employee.

## ARTICLE 20

### PAID LEAVES

#### Section 1 Sick Leave

- a. "Sick Leave" shall be defined as time away from work because of personal illness or disability of the employee, or illness or death of a member of his/her immediate family.
- b. "Immediate Family" shall be defined as the employee's spouse, parent, grandparent, sibling, child, or any other close relative that is a member of the employee's own household.

#### Section 2 Accumulated Sick Leave

- a. Each full-time employee may earn, during a fiscal year, one (1) day of sick leave time for each month of employment. The District designates six (6) of these sick days as personal leave days.
- b. Each full-time employee is entitled to receive in advance four (4) days of sick leave as of the first day of employment of each current year, and thereafter is credited with the remaining sick days at the rate of one (1) additional day of sick leave at the end of each month of employment.
- c. The unused portion of sick and personal leave shall accumulate from year to year as sick leave.
- d. The DeSoto District School Board shall provide incentive pay for those full-time employees not using sick leave\* during a contractual year. At the termination of the contractual year, bargaining unit members who have not used sick leave days will be issued an award of one (1) day's pay within (5) five working days after the close of the contractual year.\*\*

\* Sick leave includes personal leave and emergency leave.

\*\* Employees who use temporary duty leave or union leave time will be eligible for the award.

#### Section 3 Effective July 1, 2012, an Employee Sick Leave Transfer Program replaces the Sick Leave Bank. It shall be made available to all employees in accordance with section 1012.61(5)(e), *Florida Statutes*. See Appendix 3.

Employees who donate sick leave time to other employees through the Employee Sick Leave Transfer Program will be eligible for the award of one (1) day's pay referenced in Section 2 (d).

**Section 4 Personal Leave**

- a. Six (6) days of an employee’s annual sick leave shall be designated as personal leave to be used for the teacher’s personal business or emergencies. A personal leave day may be used for any purpose at the discretion of the employee.
- b. An employee planning to use a personal leave day or days shall notify his principal at least three (3) work days in advance of requested leave date, except in case of emergency.
- c. Such personal leave shall be charged to sick leave and not be cumulative.
- d. Employees may request personal leave time through Skyward’s Employee Access. “Personal Leave” shall be adequate explanation for such leave.
- e. In case of emergency, the employee, upon return to duty, shall request personal leave time after the fact via Skyward’s Employee Access.
- f. Personal Leave days shall not be used on the day immediately preceding or following a holiday unless approved by the principal 14 calendar days in advance of the anticipated leave, except in case of an emergency which can be substantiated by the Employee.
- g. When employees request and are granted personal leave, the securing of a substitute shall be the responsibility of the school site administrator.

**Section 5 Illness-in-the-Line-of-Duty Leave**

- a. All employees shall be entitled to illness-in-the-line-of-duty leave when they are absent from their duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work.
- b. Duration of leave, compensation, and procedures shall be the same as enumerated in section 1012.63(1), (2), *Florida Statutes*.

**Section 6 Verification of Reason for Leave**

Upon return from leave as described in Section 5 above, the building principal shall provide the employee with necessary forms for verification of the reasons for absence. Such completed forms shall be submitted to the building principal following the employee’s return from leave.

**Section 7 Temporary Duty Days**

Temporary Duty days with pay requested through Skyward’s Employee Access may be granted to teachers for purposes stated below:

- a. Attending and/or participating in professional meetings relating to educational workshops, seminar, or conferences sponsored by professional educational organizations, colleges, universities, or government or private agencies concerned with public school matters. Absences under this section exclude those for DCEA business.
- b. Visitation for the purpose of observing instructional techniques or programs.
- c. Employees who are parents of children in the district may attend their awards ceremonies, classroom visitations, parent-teacher conferences, or school performances provided that they obtain written permission from the principal and/or supervisor at least two (2) days in advance. Grandparents that are employees in the district may attend these events in the absence of a parent. Classroom coverage, if needed, will be provided by the school administration.
- d. Employees who are parents of children in the district may attend no more than two (2) field trips per year per child for a maximum of six (6) days total in any school year. Grandparents that are employees in the district may attend these events in the absence of a parent. Furthermore should a field trip end before the conclusion of a school day, the employee is expected to return to work for the remainder of the day. To the extent the employee opts to take the remainder of the day off, such time will be charged against the employee’s sick leave bank.
- e. Proof of visitation may be required by the Superintendent or his designee.
- f. Approval or disapproval of an application shall be in accordance with school board policy.
- g. Teachers participating in the Guardian Ad Litem Program will be given release time when court appearances are necessary, if classroom coverage is available.

**Section 8 Funds for Expenses**

The Board shall provide funds for expenses, as set forth in Section 7 of this article, for temporary duty. Teachers shall give ten (10) working days notification on the proper forms and shall report the nature of the professional meeting to be attended. Forms may be obtained from the principal.

**Section 9 Leave for Legal Commitments and Transactions**

- a. Subpoena-Related Absences
  - 1) Employees who are absent because of a mandatory subpoenaed appearance for a School District-related matter shall incur no reduction in pay or sick leave balance because of such appearance.
  - 2) Employees who are absent due to a mandatory subpoenaed appearance for matters unrelated to the School District must use accrued sick leave to receive pay for such time, unless the Employee does not have any accrued sick leave time, in which case, such absences will either be without pay or paid by virtue of the Employee's use of donated leave.
  - 3) In either event, a copy of the subpoena must be filed with the leave request.
- b. An employee may serve on jury duty without loss of pay for up to twenty (20) duty days per school year if he so desires, with any additional time being paid by virtue of the Employee's use of donated leave and/or the Employee's accrued leave time. Any jury duty compensation shall be retained by the employee.
- c. An employee released from his subpoena or jury duty with sufficient time remaining to return to his cost center to complete at least one-half (1/2) day of his duty shall return to his cost center unless released by the principal.

**Section 10 Vacation**

Those Employees already teaching 250 days shall be considered twelve-month personnel and will earn vacation days the same as all other twelve-month personnel.

**Section 11 Bereavement Leave**

- a. All full-time employees who have completed a six-month probationary period in their appointed position shall be credited with two days bereavement leave in the event of a death in their immediate family.
- b. All full-time employees will be credited with the two days paid bereavement leave on a School Year basis. Bereavement leave is not cumulative. The two days of bereavement leave need not to be taken consecutively. Employees will not be paid bereavement leave for days not scheduled to work (i.e., sick leave, annual leave, leaves without pay.) Employees may be required to provide a copy of the obituary or other satisfactory document. Bereavement leave ordinarily is to be used within 20 days of the death of the family member, unless the employee documents a legitimate reason to extend this period.

## ARTICLE 21

### UNPAID LEAVES

- Section 1**
- a. Leaves of absence for the performance of duty with the United States Armed Forces or with a reserve component thereof or with the National Guard shall be granted in accordance with applicable law.
  - b. This Article does not apply to leaves of absence taken pursuant to the Family and Medical Leave Act.
- Section 2**
- a. A leave of absence without salary may be authorized by the Board for any Employee who has completed four (4) full School Years of employment in the DeSoto County School District.
  - b. Leaves shall not exceed one (1) year. However, at the end of a leave, an Employee may request another leave of absence, the granting of which shall be at the sole discretion of the Board.
  - c. Application for such leave shall be submitted to the Superintendent not later than sixty (60) days prior to the start of the semester in which leave is to commence.
  - d. Experience credit on the salary schedule in the amount authorized in the leave shall be granted upon the Employee's return from duty with the military or other leave if he has served in a capacity similar to one he occupies in the DeSoto County School District.
  - e. Notwithstanding the foregoing, no experience credit will be granted for any year in which the Employee does not work or participate in the leave as approved one (1) day more than one-half (1/2) of the regular contract year.
- Section 3**
- Upon return from such leave, the Employee will be reinstated to his former position if possible. If it is not possible he shall be reinstated to any available position for which the Employee is fully qualified.
- Section 4**
- Such leave may be authorized in accordance with this Article for:
- a. engaging in study at an accredited university;
  - b. full-time participation in a federally sponsored Peace Corps;
  - c. full-time teaching in foreign or military programs;
  - d. cultural travel or work program related to his professional responsibilities;
  - e. participating in exchange teaching programs in other school district, states, territories or countries;
  - f. serving as a full-time paid officer of an education association, subject to the approval of the Superintendent, based upon the needs of the district; or
  - g. serving as a part-time paid officer of an education association, subject to the approval of the Superintendent, based upon the needs of the School District.

- Section 5** A leave shall be deemed unauthorized if the employee enters similar or related employment during his leave without express, written prior permission of the Board. An employee who is granted leave may not be employed as a substitute in the DeSoto County School District during such leave, without prior approval of the Board.
- Section 6** Any Employee granted a leave of absence as provided in this Article shall be given the opportunity within thirty (30) days of the start of the unpaid leave, unless restricted by insurance contracts with the Board, to continue insurance in the existing school programs during the leave, provided that the premiums for such insurance programs shall be paid by the Employee on a monthly basis in advance of the month due.
- Section 7** An Employee granted a leave of absence may receive limited leave of absence credit in his respective retirement system to the extent and in the manner provided by statute. It shall be the sole responsibility of the Employee to make arrangements to obtain such credit.
- Section 8** A leave of absence may be granted for a period of up to one year for personal reasons or family illness. With respect to family illness, appropriate medical documentation may be required.
- Section 9** Notification of Return: Exclusive of Section 1 of this article, Employees on extended unpaid leave shall notify Human Resources on or before April 1<sup>st</sup> of their intent to return for the following School Year. The Parties may extend the deadline date by mutual written agreement as to that Employee. However, if the Employee fails to provide proper notice pursuant to this Section, the Employee's employment will automatically terminate at the end of the fiscal year.
- Section 10** Deadline for Applying: The deadline for applying for an unpaid leave of absence shall be April 1<sup>st</sup> of each year. The Parties may extend the deadline date by mutual written agreement as to that Employee.
- Section 11** Contract Status: Continuing/Professional Service Contract status shall be retained in accordance with Florida Statutes.

**Section 12 Child Care Leave**

- a.** A child care leave without pay, not to exceed one (1) year, shall be granted to an Employee upon written request to the Principal and the Superintendent.
- b.** If both parents are employed by the School District, child care leave shall be restricted to one parent at a time. The parents shall decide which will take the leave.
- c.** 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.
- d.** An Employee may request in writing an additional year of child care leave. Such request shall be submitted not less than thirty (30) calendar days prior to the conclusion of any such year already granted subject to the provision in “b” above.
- e.** Upon return from child care leave, the Employee shall be reinstated to his/her former position if possible. If it is not possible, he/she shall be reinstated to any available position for which he/she is qualified.
- f.** Leave time shall not accrue to any teacher while on child care leave.

## ARTICLE 22

### DISCIPLINARY ACTIONS

- Section 1** This Article covers actions involving oral or written warnings, written reprimands, suspensions, demotions, dismissals, or reductions in grade or pay with prejudice.
- a. Disciplinary action may not be taken against an Employee except for just cause.
  - b. 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.
- Section 2** Disciplinary action shall be governed by applicable statutes.
- Section 3** An employee against whom action is to be taken under this Article shall have the right to review all of the information relied upon to support the proposed action and shall be given a copy upon request.
- Section 4** The Union shall be provided with a copy of all correspondence that is related to the action of the employee the Union is representing.
- Section 5** The employee and his representative shall be afforded a reasonable amount of time to prepare and present appropriate responses to the proposed actions under this article through Step One of the Grievance Process. This amount of time is to be mutually agreed upon by the parties.
- Section 6** Administrative involuntary reassignments to other schools, retraining, recertification, oral counseling, and remedial training shall not be considered disciplinary actions and shall not be used as a substitute thereof.
- Section 7** Previous charges or actions that have been brought forth by the administration may be cited against the employee if these previous acts occurred within the two years preceding the existing charge. All previous charges or actions must have been shared with the employee.

**Section 8** The disciplinary dismissal, demotion, and suspension of any Employee shall be for just cause. Where just cause warrants such action(s), an employee may be demoted, suspended, or dismissed upon recommendation of the immediate supervisor to the Superintendent of Schools. Except in cases that constitute a real immediate danger to the district or other flagrant violation, progressive discipline shall be administered as follows:

- 1) Verbal reprimand (written notation placed in site file).
- 2) Written reprimand filed in Personnel and site files.
- 3) Suspension with or without pay.
- 4) Dismissal.

**Section 9** Notation for the record of verbal or oral reprimands at the school site level may be removed and/or destroyed after a period of one (1) year.

**Section 10** Letters of reprimand may be removed with Board approval from an employee's official personnel file after a period of two (2) years.

## ARTICLE 23

### GRIEVANCE AND ARBITRATION

#### Section 1 Definitions

- a. The “grievant” is an Employee, a group of Employees, or the Union filing a grievance.
- b. The Union retains the right to file a grievance on any misapplication of this Agreement or on practices and policies affecting the terms of employment.
- c. “Grievance” is a written allegation by the grievant referencing a specific article and section, that an alleged violation exists involving the interpretation or application of the terms of this agreement. A grievance may be processed through Section 2 of the Article, and shall be presented on the Grievance Form (Appendix 4).

#### Section 2 Procedure

##### a. Informal Step

The grievant and/or his representative shall request a meeting to discuss a grievance with the administrator and/or his designee allegedly causing the grievance with the objective of adjusting the grievance informally. Said request shall be made to the administrator involved no later than ten (10) workdays after the incident first occurred or knowledge should reasonably be had thereof by the grievant. A meeting under this step shall take place within five (5) workdays after such a request. If the grievant is not satisfied with the disposition of the grievance, the grievance may be taken to Step One of the formal procedures.

##### b. Formal Steps

###### 1. Step One

On the adopted form, the grievant shall present the grievance to the administrator involved no later than five (5) workdays after the informal meeting or, in the absence of such meeting, no later than ten (10) workdays after the request for a meeting was made. The Administrator or his designee shall submit on the adopted form a written response to the grievant within five (5) workdays after submission of the grievance. If the Superintendent is the Administrator involved in the grievance, Step Two may be waived by mutual, written agreement of the Parties.

###### 2. Step Two

If the grievant is not satisfied with the disposition of the grievance in Step One, he may submit it on the adopted form to the Superintendent no later than ten (10) workdays after the written response in Step One. The Superintendent shall submit on the adopted form a written response to the grievant no later than ten (10) workdays after submission of the grievance in this step.

3. **Step Three**

If the grievant/Association is not satisfied with the disposition of the grievance from Step Two, the grievance may be referred to mediation. The grievant/Association and the District may mutually agree to submit a grievance to mediation. The grievant/Association shall notify the District in writing within ten (10) workdays of the conclusion of Step Two of the grievant/Association's desire to refer the grievance to mediation. The District shall respond to the request for mediation within ten (10) workdays of the written request.

a. Within ten (10) workdays following the agreement of mediation, the grievant/Association shall request mediation services with FMCS. (THERE IS NO CHOICE, UNLIKE ARBITRATION, FMCS ONLY HAS 1 FOR THIS AREA). The mediation conference shall be scheduled at a mutually convenient location and time.

b. There shall be one designated spokesperson from each party at the mediation conference.

c. The mediator shall have the authority to meet separately with either party, but shall not have the authority to compel the resolution of a grievance.

d. The presentation of facts and considerations shall be limited to those presented at Step Two of the grievance procedure. However, new information shall be shared between the parties prior to the mediation conference. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made.

e. Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance solely for the purpose of statistical analysis.

f. Any fees and expenses shall be shared equally by the parties.

g. Resolution through such mediation shall be reduced to writing and signed by all parties to the grievance. The grievance will be considered resolved and may not be appealed to Step Four.

4. **Step Four**

If the grievant is not satisfied with the disposition of the grievance in Step Two or the matter is not resolved through mediation at Step Three, he may submit it to the American Arbitration Association (AAA) or FMCS pursuant to the AAA Employment Arbitration Rules & Mediation Procedures or the rules of FMCS for a binding decision. Any submission hereunder shall be made no later than fifteen (15) workdays:

- a. After the decision in Step Two is rendered; or
- b. After the Parties' waiver of Step Two, if applicable, whichever is later.

### **Section 3 Rules**

- a. A party to a grievance proceeding shall have the right to representation of his choice at any step of the informal and formal proceedings. The parties shall not be required to discuss any grievance if the parties' requested representative is not present. An employee may avail himself 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 the resolution of such grievance.
- b. At any step of the grievance procedure, the time limits may be extended by mutual written agreement of the Parties to the grievance. Consent shall not be unreasonably withheld.
- c. Except in cases that constitute dangerous and hazardous conditions, directives from administrators shall be complied with pending resolution of any dispute.
- d. If a dispute exists concerning the arbitrability of an issue 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.
- e. The arbitrator shall have no power to add to, to subtract from, modify or alter the terms of this Agreement, nor shall the arbitrator have the power to arbitrate any matter expressly or impliedly excluded from arbitration.
- f. Neither the Board nor the Union will be permitted to assert before the neutral any ground or evidence which was not previously disclosed to the other party except where a party was unable to produce said grounds or evidence prior to Step Three. The admissibility of such evidence shall be decided by the arbitrator prior to proceeding with the grievance hearing.
  
- g. Any relief granted prior to Step Two requiring the expenditure of Board funds which is not in accordance with Florida Statutes, DOE Regulations, or Board Policies shall be void at that level but may be carried to Step Three, if appropriate. Any relief granted prior to Step Two shall not be deemed to

establish past practice, custom, precedent, or usage as to any other circumstances or occurrences without the express approval of the Superintendent.

- h. Step One and/or Step Two of the grievance procedure may be bypassed by mutual written agreement of the grievant and the Superintendent. The grievance shall be brought directly to Step Two, Three, or Four within the applicable time from the date of the agreement to bypass.
- i. The Parties will cooperate in the investigation of any grievance and will, except as limited in Article 9 (Personnel Records), furnish each other such requested information for the processing of any grievance provided that information is not legally restricted or work product related to the grievance or contract negotiations.
- j. No reprisals or recrimination of any kind shall be taken by the Board, Administration, or Union against any teacher because of his participation or non-participation in the procedures set forth in this Article.
- k. Each party shall bear the full cost for its representation in the arbitration. The cost of arbitrator and the American Association (AAA) or FMCS will be divided equally between the parties.
- l. Grievances and answers thereto submitted pursuant to this grievance procedure shall not be placed in an employee's permanent personnel file.
- m. The grievant shall have the unequivocal right to stop a grievance completely at any informal or formal step of the grievance process.

## **ARTICLE 24**

### **LOCAL RELATIONSHIPS**

**Section 1** Upon request of either Party at the local level, representatives of the Union and the Employer shall meet at a mutually agreeable time and discuss, exchange views, and attempt to arrive at a collaborative resolution of problems. However, by agreeing to allow the Union to participate in this open discourse, the topics raised during the discourse do not otherwise become subject to the grievance procedure in this Agreement or the bargaining process.

## ARTICLE 25

### TERMINAL PAY FOR ACCUMULATED SICK LEAVE

- Section 1** The Board will provide terminal pay to an employee at normal retirement or to his beneficiary if service is terminated by death. Such terminal pay shall be an amount consistent with section 1012.61, *Florida Statutes*.
- Section 2** Terminal pay shall be awarded based solely on those days earned in the DeSoto County School District.

## ARTICLE 26

### INSURANCE

**Section 1 Health Insurance:** The Board agrees to provide teachers with hospitalization and health insurance programs.

*See last page APPENDIX 5 for rates*

If the retiree is ineligible for Medicare, the School Board will pay, upon retirement, one (1) year of the retiree's individual medical premium, or (1/2) year of the retiree's family rate. The Board will pay (1) year of the Medicare Part B cost for retirees who are eligible for Medicare. To be eligible for this incentive, an employee must have at least 6 years with FRS, a minimum of 20 continuous years of employment with the DeSoto County School Board, and participate in the Board's insurance

**Section 2 Life Insurance**

- a. The Board agrees to provide each employee with life insurance in an amount as specified in the current approved plan.
- b. Life insurance plan premium increases shall be shared equally by the employee and the employer.

**Section 3 Insurance Review Committee**

- a. The Superintendent and DCEA President shall upon ratification of this Agreement appoint members to the Insurance Review Committee for the purposes of:
  1. The purpose of this committee will be to review all benefits including but not limited to changes and/or premium increases.
  2. Making recommendations prior to May 1 each year.
  3. Provided two-thirds of the committee members agree to the recommendations, they shall be made directly to the Superintendent to present to the School Board which shall either accept the recommendations or refer them back to the committee; if less than this fraction of the committee members agree, the results of the committee's work shall be submitted to the parties' negotiations teams for resolution during subsequent bargaining.

- b. The Review Committee shall consist of:
  - 1. Four members appointed by the Superintendent.
  - 2. Four employees appointed by the Union President.
  - 3. One school board member appointed by the Chairman of the School Board.

**Section 4      Minimum coverage of the insurance plan**

- a. The insurance plan will allow dependent children to remain on the employee's plan up to age 26.

## ARTICLE 27

### WAGES

#### **Section 1 Employee Compensation Plan**

The wages of each Employee covered by this Agreement is set forth in Appendix 2, which is attached hereto and made part hereof.

#### **Section 2 Method of Payment**

**a. Number of Payments**

Each Employee will be paid in 26 installments.

**b. Pay Days**

Pay days shall be bi-weekly on Friday.

**c. Exceptions**

When a pay day falls on a bank holiday or on a Friday when School District offices are closed, employees shall be paid on the preceding workday.

**d. Final Pay**

Each Employee shall receive his final paycheck(s) on the last work day.

**e. Withholding of Pay**

1. Payment for work days completed shall not be withheld for punitive reasons.
2. When an employee is terminated or resigns, his/her final contract payout may be withheld for no more than 5 days in order to make necessary payroll adjustments.
3. The payroll specialist may withhold the direct deposit of a final payment, when notified by the Principal or other authorized personnel, to make adjustments necessitated by Employee absence during the final pay cycle. Payment of the corrected amount shall be made to the teacher as soon as possible and within (5) days of notification of the needed correction.

**f. Payroll Errors**

Necessary corrections of payroll errors shall be made within five (5) days of notification.

**g. Employment Verification**

Employees have up to ninety (90) days to furnish verified experience for the current year. Verifications received after ninety (90) days will not be credited until the following school year.

**h. Educational Supplement**

Supplements for Advanced Degrees (Master's, Specialist's, or Doctorate) shall be given retroactively and pro-rated to the date on which official transcripts are submitted to the Division of Human Resources.

**Section 3**

Employees of the School Board of DeSoto County shall not have their salaries decreased in any continuous, successive year of employment with the School District, except as controlled by a change in the individual's employment status, i.e. work hours, promotion, demotion, certificate level upgrade. The exact amount for employees will be determined during the budget cycle and/or the collective bargaining process with the local employee representatives.

## ARTICLE 28

### PROFESSIONAL DEVELOPMENT

- Section 1** The purpose of a Professional Development System is to promote the professional growth of instructional personnel by linking and aligning professional development activities with student and instructional personnel needs as determined by school improvement plans, annual school reports, student achievement data, performance appraisal data of employees, and input from employees and administrators.
- Section 2** Professional development activities will focus on, but not be limited to: (1) subject content and teaching methods, including technology, as related to the Florida Standards, or Next Generation Sunshine State Standards, (2) assessment and data analysis, (3) classroom management and school safety, and (4) school culture and climate.
- Section 3** Activities will be provided at various times, including during the duty day, evenings, weekends, and summers using face-to-face, and/or online formats. All activities will be in compliance with the “District Master In-service Plan” approved by the Florida Department of Education.
- Section 4** Attendance at relevant in-service training activities will be required when the Board pays normal rate of pay, unless the employee is excused by principal/supervisor. Employees who have attended a workshop/in-service having the same content within the past three years may be excused unless it is a part of the employee’s individual professional development plan.

## ARTICLE 29

### EFFECT OF AGREEMENT

**Section 1** Any provision of this Agreement shall be determined a valid exception to and shall supersede any existing DeSoto School Board rules, regulations, orders, or practices which are contrary to or inconsistent with the terms of this Agreement.

**Section 2** An individual contract which is executed during the terms 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 the Agreement, said individual contract shall be brought into conformity with the terms of that Agreement.

## **ARTICLE 30**

### **MULTI-YEAR PROVISIONS**

- Section 1** The DeSoto County School Board and the DeSoto County Educators Association agree to a three year contract effective July 1, 2020 through June 30, 2023 with the understanding that
- a. by mutual consent, the parties may reopen articles contained in the Agreement or introduce new articles.
  - b. The Union and/or School District may each reopen for negotiations each school year monetary items, Performance Evaluations, and up to three non-monetary articles.
- Section 2** Monetary items shall include salary, salary adjustments, supplements and other fringe benefits as well as monetary items not contained in current/then current contract language or requiring additional contract language.
- Section 3** Notwithstanding provisions contained in Section 1 and 2 of this Article, items subject to negotiations may be expanded by mutual consent of the parties.

**ARTICLE 31**

**DURATION OF AGREEMENT**

1. Salary shall be retroactive to July 1 of the current contract year or the beginning date of the individual's contract. All other Articles in this Agreement shall be effective as of July 1 of the contract year and shall continue in effect until June 30, 2023. This Agreement may be extended.
2. This Agreement may not be assigned by either party.
3. The authority to implement this agreement is granted by ratification by the Employees' and approval by the School Board of DeSoto County.

IN CONSIDERATION OF THE MUTUAL COVENANTS THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN THE DESOTO COUNTY EDUCATORS ASSOCIATION AND THE SCHOOL BOARD OF DESOTO COUNTY, FLORIDA.

D.C.E.A.

SCHOOL BOARD OF DESOTO COUNTY

\_\_\_\_\_  
Jerry Mead, President

\_\_\_\_\_  
Dr. Bobby Bennett, Superintendent of Schools

# **APPENDICES**

**APPENDIX 1: PERC CERTIFICATION NO. 73**

FLORIDA PUBLIC EMPLOYERS RELATIONS COMMISSION  
 CERTIFICATION OF REPRESENTATIVE FOLLOWING ELECTION  
 AND  
 ORDER TO NEGOTIATE

THE DESOTO COUNTY TEACHERS	:	
ASSOCIATION,	:	
	:	
Petitioner,	:	
	:	
and	:	Case No. 8H-RC-754-1013
	:	
THE DESOTO COUNTY SCHOOL BOARD,	:	
	:	
Public Employer,	:	
	:	
and	:	
	:	
THE DESOTO ASSOCIATION OF TEACHERS,	:	
	:	
Intervenor.	:	
	:	
	:	

CERTIFICATION

On February 3, 1975 the DeSoto County Teachers Association, Organization herein, filed a representation petition pursuant to section 447.009(2), Ch. 74-100, Laws of Fla. (1974), and Commission Rules 8H-3.02 - .04, Fla. Admin. Code, with the Public Employees Relations Commission, seeking a secret ballot election.

The DeSoto County School Board, Employer herein, is a county school board which has sufficient legal distinctiveness to properly carry out the functions of a public employer. The Organization is a teachers association which represents groups of public employees in matters relating to their employment relationship with a public employer. The Commission, pursuant to Sections 447.004(6), 447.002(2)(10) and 447.009(2)(3), Ch. 74-100, Laws of Fla. (1974), has jurisdiction to certify the Organization as the exclusive representative of all employees in an appropriate unit.

After considering the criteria in 447.009(4)(a-g), and having found that the petition was sufficient and that the Organization and the Employer are in compliance with section 447.008 and .009, Ch. 74-100, Laws of Fla. (1974) and Commission Rule Chapter 8H-3, Fla. Admin. Code, pursuant to section 447.009(3) and Commission Rule 8H-3.15, the Chairman approved a consent election agreement executed by the parties,

AC-2017-014

Upon consideration, and for the reasons stated by the hearing officer, the Teachers' Association's petition is GRANTED. Accordingly, Certification 1890 is amended to designate the DeSoto County Educators Association as the certified bargaining agent. It is incumbent that the Teachers' Association update its registration to reflect its new name. See *In re Petition of the Hillsborough School Employees Federation to Amend Certification No. 685*, 43 FPER ¶ 115 (2016).

This order may be appealed to the appropriate district court of appeal. A notice of appeal must be received by the Commission and the district court of appeal within **thirty** days from the date of this order. Except in cases of indigency, the court will require a filing fee and the Commission will require payment for preparing the record on appeal. Further explanation of the right to appeal is provided in Sections 120.68 and 447.504, Florida Statutes (2016), and the Florida Rules of Appellate Procedure.

It is so ordered.

POOLE, Chair, BAX and KISER, Commissioners, concur.

I HEREBY CERTIFY that this document was filed and a copy served on each party on July 26, 2017.

BY: Barry Edmund  
Clerk

/rlb



## **APPENDIX 2: INSTRUCTIONAL EMPLOYEE COMPENSATION PLAN**

Please refer to School District of DeSoto County website [www.desotoschools.com](http://www.desotoschools.com) under Departments-Human Resources-Documents for School Board Approved (May 26, 2020) 2019-2020 Compensation Plan

**APPENDIX 3: EMPLOYEE SICK LEAVE TRANSFER  
PROGRAM**

## **Employee Sick Leave Transfer Program**

### **Purpose**

The purpose of the *Employee Sick Leave Transfer Program (ESLTP)* is to establish a means by which all full-time district employees may donate sick leave time to, or accept sick leave time from, other full-time district employees, regardless of their familial or marital relationship.

The ESLTP replaces the current Sick Leave Bank which is currently only available to instructional personnel who voluntarily enroll.

### **Eligibility for Membership**

All full-time district employees who have completed one (1) employment or contract year without a break in service with the DeSoto County School Board are eligible to receive sick leave time through the ESLTP.

### **Conditions for Donating Sick Leave Time**

- The donor employee must designate the employee to whom the donated sick leave time is to be given and the number of sick leave hours to be donated to that employee.
- The donor employee must maintain a balance of sick leave time equivalent to 10 days (usually 75/80 hours) for his/her own use.
- The donor employee must reclaim any unused sick leave time given to another employee in the ESLTP. Reclaimed sick leave time will retain its terminal value for the donor employee.

### **Conditions for Receiving Donated Sick Leave Time**

- The recipient employee must have used all accrued sick and annual leave time.
- The recipient employee must not be collecting workers compensation.

- The recipient employee must not have used more than 60 days (usually 450/480 hours) of transferred sick leave time in the preceding twelve month period.
- The recipient employee must have suffered an illness or accident which requires absence from the workplace for a minimum of 5 consecutive days. Such illness or accident must be documented by the Florida-licensed treating physician within 5 working days of the request.
- The recipient employee will not accrue additional sick leave time while out of work on the Employee Sick Leave Transfer Program.
- Excluded from the ESLTP are absences from the workplace due to
  - Elective and/or cosmetic surgery
  - Pregnancy and/or childbirth without medically verified complications
- Sick leave time transferred to a recipient employee has no terminal value for that employee.

#### **The Donating/Receiving Process**

- It will be the responsibility of the employee seeking donated sick leave time to provide physician documentation to the Benefits Specialist in the Department of Human Resources. This documentation must certify that a minimum of 5 consecutive days of absence from the workplace is required and must estimate the total length of time the employee will be unable to work.
- The employee seeking donated sick leave time must complete the ***Request for Sick Leave Transfer*** form and approve the release of any information distributed to employees for the purpose of requesting donations of sick leave time. If the employee is unable to complete the Request form, the bookkeeper at his/her worksite may complete and submit the form upon request.
- The request for donations of sick leave time will be posted, circulated, or otherwise distributed by the bookkeeper at the employee's work site and, if requested, among all district employees at all work sites by the HR Department.
- Employees wishing to donate sick leave time must contact the Benefits Specialist in HR and complete the ***Sick Leave Transfer Authorization*** form in a timely manner.

- The ***Sick Leave Transfer Authorization*** form must be approved by the Associate Director of Human Resources and forwarded to the appropriate personnel in the Finance Department for implementation.
- No more than 60 days (450/480 hours) of sick leave time may be transferred to any one individual within a 12-month period.
- If more sick leave time is donated than is needed by the employee, donors will be selected chronologically by date and time of donation. If multiple donors submit forms as a group at the same time, the needed donors will be selected at random from the group. Donors of all remaining, unused donated sick time will be notified by Human Resources that their donated sick leave time was not used.

**EMPLOYEE SICK LEAVE TRANSFER PROGRAM (ESLTP)**

*Request for Sick Leave Transfer*

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Full-Time Employee: \_\_\_\_\_ YES \_\_\_\_\_ NO

Work Site: \_\_\_\_\_

Number of Days Requested: \_\_\_\_\_ (5 days minimum; 60 days maximum)

Dates of Sick Leave: \_\_\_\_\_ thru \_\_\_\_\_

Physician Documentation: \_\_\_\_\_ YES \_\_\_\_\_ NO

Information to be posted or distributed to employees:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Location of Posting: \_\_\_\_\_ Work site only \_\_\_\_\_ District-wide

Employee Signature: \_\_\_\_\_

Benefits Specialist Verification: \_\_\_\_\_

Human Resources Approval: \_\_\_\_\_

**EMPLOYEE SICK LEAVE TRANSFER PROGRAM (ESLTP)**

*Sick Leave Transfer Authorization*

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Full-Time Employee: \_\_\_\_\_ YES \_\_\_\_\_ NO

Work Site: \_\_\_\_\_

Number of Days Transferred: \_\_\_\_\_ (donor must maintain 10-day balance)

Name of Recipient: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Payroll Verification: \_\_\_\_\_

Human Resources Approval: \_\_\_\_\_

## **APPENDIX 4: GRIEVANCE FORM**

**GRIEVANCE**

Desoto County Educators Association - DCEA.  
SCHOOL BOARD OF Desoto COUNTY, FLORIDA

The parties agree to use the following form to resolve disputes in good faith.

NAME: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_  
IMMEDIATE SUPERVISOR: \_\_\_\_\_ WORK LOCATION: \_\_\_\_\_  
SERVICE UNIT CONTACT: \_\_\_\_\_  
DATE OF VIOLATION: \_\_\_\_\_  
DATE OF INFORMAL MEETING: \_\_\_\_\_  
DATE OF INFORMAL RESPONSE: \_\_\_\_\_

**ATTACH A STATEMENT CONTAINING THE FOLLOWING:**

1. Statement of the facts upon which the grievance is based:
2. A reference to the specific section(s) of the Contract allegedly violated
3. An explanation as to how the employee believes each cited section was violated
4. A suggested remedy by the employee

-----  
**STEP ONE:** SIGNATURE OF GRIEVANT

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

STEP ONE: RESPONSE BY IMMEDIATE SUPERVISOR

DENIED \_\_\_\_\_ GRANTED \_\_\_\_\_ REASON: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

-----  
**STEP TWO:** RESPONSE BY SUPERINTENDENT OR DESIGNEE

DENIED \_\_\_\_\_ GRANTED \_\_\_\_\_ REASON: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

-----  
**STEP THREE:** ASSOCIATION DECISION RE: APPEAL TO MEDIATION

- ( ) ACCEPT SUPT. / DESIGNEE'S RESPONSE
- ( ) WAIVE APPEAL WITH PREJUDICE
- ( ) APPEAL TO MEDIATION
- ( ) MOVE DIRECTLY TO STEP 5

FOR THE ASSOCIATION: \_\_\_\_\_

-----  
**STEP FOUR:** ASSOCIATION DECISION RE: APPEAL TO ARBITRATION

- ( ) ACCEPT MEDIATION DECISION
- ( ) WAIVE APPEAL WITH PREJUDICE
- ( ) APPEAL TO ARBITRATION

FOR THE ASSOCIATION: \_\_\_\_\_

-----  
**STEP FIVE:** ARBITRATION

# **APPENDIX 5: INSURANCE RATES**

**INSURANCE RATES FOR 10/01/2020 THRU 9/30/2021**

**INSURANCE RATES FOR 10/01/2020 THRU 9/30/2021**

BENEFIT	CODE	# of Emp in Plan	2019 Rates	Proposed Rate	ER Current Split	EE Current Split	New Per Pay ER Rate
PPO HDHP W/OON							
Individual	HLB	126	\$922.48	\$886.90	0.930	0.07	\$412.41
Child	HLBIC	5	\$1,402.21	\$1,348.13	0.670	0.33	\$451.62
Spouse	HLBIS	7	\$1,710.62	\$1,644.65	0.670	0.33	\$550.96
Family	HLB1	1	\$2,133.25	\$2,050.98	0.670	0.33	\$687.08
2 Employees- Family	HLB3	3 (6/2)	\$2,133.25	\$2,050.98	0.835	0.165	\$856.28
HMO HDHP		142					
Individual	HLC	296	\$898.14	\$817.50	0.930	0.07	\$380.14
Child	HLCIC	26	\$1,365.22	\$1,242.65	0.670	0.33	\$416.29
Spouse	HLCIS	29	\$1,665.50	\$1,515.96	0.670	0.33	\$507.85
Family	HLC1	72	\$2,076.97	\$1,890.49	0.670	0.33	\$633.31
2 Employees- Family	HLC3	9 (18/2)	\$2,076.97	\$1,890.49	0.835	0.165	\$789.28
		432					