

AGREEMENT
BETWEEN THE
DESOTO COUNTY TEACHERS' ASSOCIATION
AND THE
DESOTO COUNTY SCHOOL BOARD

EFFECTIVE JULY 1, 2009
THROUGH JUNE 30, 2012

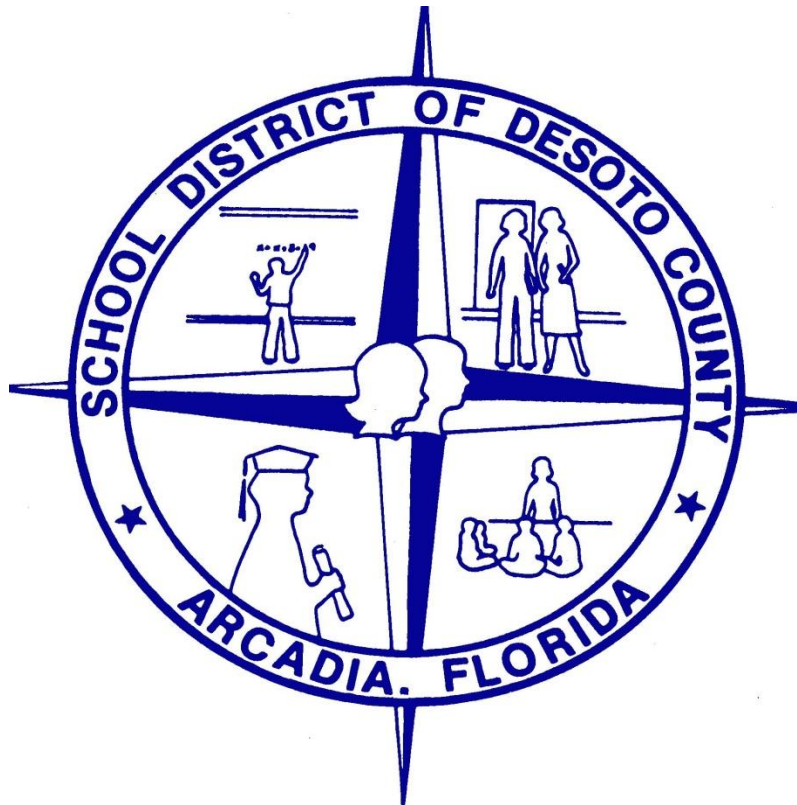


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DEFINITIONS

ADMINISTRATION	An employee of the Board who is excluded from the bargaining unit and who is paid on the administrative salary schedule.
UNION/DCTA	The DeSoto County Teachers' Association.
BOARD/EMPLOYER	The School Board of DeSoto County, Florida, or its designee.
WORKDAY	A duty day of the employee unless otherwise indicated in this agreement.
EMPLOYEE	A member of the bargaining unit as defined in Article 1 unless otherwise indicated.
PRINCIPAL/DIRECTOR	The chief administrator of a school/cost center or his designee.
SUPERINTENDENT	The Superintendent of Schools or his designee.
(CLASSROOM) TEACHER	Generic term used to describe and/or qualify instruction personnel as outlined in Florida School Laws, S. 1012.01(2)(a) and Article 1 of this agreement.
REGULAR WORKWEEK	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.
WORK YEAR	The regular work year for employees covered under this contract will be 196 duty days.
SCHOOL CALENDAR	The School Calendar as adopted by the Board.
CONTINUOUS SERVICE	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.

SENIOR REPRESENTATION	The primary representative as designated by the Union.
HE/HIS/HIM	Whenever the masculine gender is used in the Agreement, it shall also include the feminine gender and vice versa.
ADDRESS	The address of an employee provided by him to the board.
DOE	State Department of Education.
COST CENTER	Each individual work site for which the DeSoto County School Board is responsible.
PARTIES	Included both the School Board and Union (DCTA).
REPRIMAND	Any action taken by an administrator against a teacher which culminates in written documentation being placed in the teacher's personnel file.
PERC	Public Employees Relations Commission, referred to as the "Commission" created and responsible for the administration of Florida Law Chapter 447 Labor Organization Part I General Provisions and Part II Public Employees concerning the rules and procedures regarding employer/employee rights and responsibilities.
MAY	Used to denote a contingency, purpose or result which is optional or discretionary.
WILL	Used to denote probability or expectation: likelihood.
SHALL	Used to denote command, compulsion or inevitability.
AFTER SCHOOL ACTIVITIES	Activities that shall include, but not be limited to, instructional training, inservice, extra-curricular events, or school improvement meetings.

SUMMER INSTITUTE

Teacher-student classroom setting that occurs outside of the regular school year as defined in this agreement.

PREPARATION

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.

ARTICLE 1

RECOGNITION

Section 1 The School Board of DeSoto County (Board), Florida, recognizes the DeSoto County Teachers' 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**, and described herein:

Included: All employees of the School Board of DeSoto County who are certified full-time classroom teachers who receive teaching contracts, including art, and agriculture; certified special area teachers teaching full-time in the classroom including speech, reading, EMR, TMR, LS and ED, guidance counselors.

Excluded: All employees of the School Board of DeSoto County employed as central office personnel including Superintendent, directors, principals, assistant principals, (administrative assistants), deans, activity director: all non-instructional and certified personnel: all managerial and confidential employees as defined by the Act: and all substitutes who are not certified as above as well as all substitutes not on a teaching contract.

Job sharing teachers are considered part of the collective bargaining unit.

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

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.

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 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. (Florida Statutes, Chapter 447.203 (14)).

Section 3 Agreement

- a. Upon completion of collective bargaining between the Superintendent 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 (Florida Statutes Chapter 447.309 (1)).
- b. The School Board agrees to print 50 copies and update the contract on the school district website within 60 days after ratification.

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. (Florida Statutes, Chapter 447.403 (1)). Should the FMCS decline to assert jurisdiction over a dispute, either party may request a mediator from the Public Employee Relations Commission)PERC Rule 500.4). In the event that mediation fails to resolve the impasse or a collective bargaining agreement is not reached, the impasse shall go to a Special Master (Florida Statutes, Chapter 447.403, 447.405, 447.407, and 447.409).

b. Special Master

Use of a Special Master shall be in accordance with applicable law (Florida Statutes, Chapter 447.403, 447.405, 447.407, and 447.409).

Section 5 High Quality Educational System – Emergency Procedures

Pursuant to CS/HBs 751, 753, & 755, Section 14 (19), If the school board declares an emergency due to one or more schools in the district failing or in danger of failing, during the life of this contract, the parties agree to the following procedures:

1. School Improvement Plans will be formulated to address identified problem areas, in accordance with Florida Statutes.
2. Remedies contained in such plans that require a waiver of one or more of the provisions of this contract shall be submitted to the Executive Board of the DCTA and The School Board of DeSoto County, for review.
3. If approved by the DCTA and The School Board, such waiver shall become effective as specified by the approving parties but not beyond the life of this contract.

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 and to subcontract such operations and services to the extent deemed practical and feasible to the Board.
 - 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 and to take other disciplinary action against such employees for cause and to relieve such employees from duty because of lack of work or for other legitimate reasons as outlined in Florida Statutes 1012.33.
 - 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.

1. 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 prior 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 .05 cents per page.

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 two 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 DCTA Treasurer before the district will implement said deductions or changes.
- b. Upon receipt of a written authorization form 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 20/24/26 equal deductions per year (as appropriate).
- 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 are 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 of disposition of said funds they 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 Chapter 447.509 of Florida School Laws providing 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 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

- a. The DCTA 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.
- b. Whenever possible, and with the agreement of the principal/designee, the DCTA President or designee will be relieved from non-instructional duties.
- c. A total of ten (10) days released time, per year, shall be made available for the DCTA President and/or designee to attend Union/Educational seminars without loss of pay.

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 typewriter 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.

Section 9 Information From The Board

- a. The Board shall provide on a regular basis to the Union lists of vacancies.
- b. The Board shall provide the Union with a complete set of School Board rules, regulations and policies, and changes thereof.
- c. The Board shall provide the Union President with a copy of the agenda and requested attachments for all School Board meetings. Minutes shall be provided to the Union President after 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 building Union 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 the presence of a Union representative or attorney.

Section 11 Exclusivity Clause

Only the exclusive bargaining agent, DCTA 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. (Florida School Laws, Chapter 447.505).

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

ARTICLE 6

CHANGES IN PAST PRACTICES/TERMS/CONDITIONS OF EMPLOYMENT

- Section 1** The Parties shall continue past practices, terms, and conditions of employment unless said practices, terms, and conditions of employment have been altered within the confines of this Agreement.
- Section 2** The principal shall notify the building Senior Representative prior to any implementation of any change by the Principal in past practices at a school.
- Section 3**
- a. Computer Technology: Management will offer technical assistance to all staff to provide them with the skills necessary to keep pace with the changes.
 - b. Grade Management Systems in place during the 1998-1999 school year and beyond will replace weekly progress reports.

ARTICLE 7

FAIR PRACTICES

Section 1 There shall be no discrimination against employees because of race, creed, color, age, sex, marital status, national origin, religious and political belief, or religious and political activities outside the school day and school premises.

Section 2 The Board shall not discriminated against employees because of 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 Florida Statutes, Chapter 447.03, 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**
- a. 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.
 - b. 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 annual contracts of 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.
 - b. Application for changes in rank or acquisitions of a Masters Degree shall be submitted by September 1.

- c. Any additional compensation earned over minimum salary or last rank shall be given retroactively upon receipt of the proper data.

Section 8 Annual contract employees will be granted a Professional Service Contract after three (3) years of satisfactory performance. Consistent with applicable statutes, Annual Contract Status may be extended to a fourth (4th) year.

- Section 9**
- a. 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.
 - b. 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**
- a. Administrators will not verbally abuse, reprimand, or criticize employees in the presence of students, parents, other faculty or staff members.
 - b. 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 1212.31.

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 otherwise authorized leave of absence will not lose his prior experience level on the salary schedule including contract status of certification as permitted by state statutes.

ARTICLE 9

PERSONNEL RECORD

Section 1 Maintenance

There shall be only two (2) personnel files as defined in Florida Statutes, Section 1012.33. One (1) shall be maintained at the Office of Personnel of the DeSoto County School Board and the other at the office of the employee's work site. No other file or memo shall be maintained on any employee unless otherwise mandated by Statute. No copies of the official Personnel File shall be made except that which is photo copied by request of the employee or required by Florida Statute.

Section 2

An employee may request through his immediate supervisor access to his site file. Requests to review the personnel file shall be made to the Human Resources Department in person.

Section 3

Except for materials pertaining directly to the work performance or such other matters that may be cause for discipline under Florida Statute, no material derogatory to an employee's conduct, service, character, or personality shall be placed in any official personnel file of such employee.

Section 4

- a. Materials relating to work performance, discipline, suspension, or dismissal must be reduced to writing within forty-five (45) calendar days of its occurrence and may be maintained only if it is signed by a person competent to know the facts or make judgement, and only if the employee has been given the opportunity to read the materials following its receipt or formulation. The employee shall be sent a copy of such material by certified mail to his address of record or shall be given an actual copy of the material to be filed.
- b. When the employee receives said copy, he may indicate that such material has been read by affixing his signature on the actual copy to be filed with the understanding that such signature merely signifies that the material to be filed has been read and does not necessarily indicate agreement with its content.
- c. An incident which has not been reduced to writing within forty-five (45) calendar days of its occurrence may not be added to the file.
- d. Matters pertaining to a grievance shall not be included in the file unless so requested by the employee.

Section 5

The employee shall have the right to answer in writing any material now on file as well as any material filed hereafter, and the answer shall be attached to the file copy.

Section 6 No anonymous letter or materials shall be placed in the employee file nor used in any proceeding or given any credibility anywhere by the employer.

Section 7 Upon request, the employee, a Union representative, or any other person designated in writing by the employee shall be permitted to examine the file. It shall be indicated in writing that said file has been examined.

Section 8 The personnel file of each employee shall be open in inspection only by those personnel specified by Florida Statutes, Section 1012.33. If an employee's staff file is inspected by a member of the administrative staff of the DeSoto County Public School System, it shall be recorded in a central register maintained in the Human Resources Department.

Section 9 The official personnel record for DeSoto County Public School employees shall be housed in the Human Resources Department of the DeSoto County Public Schools and maintained in a manner consistent with the State Public Document Statutes.

Section 10 Notification

Any employee whose personnel file has been inspected by anyone outside the scope of authority as defined in Florida Statutes, Section 1012.33 without the employee's knowledge or permission shall be notified in writing within forty-eight (48) hours as to who requested and observed the file and the purpose of such request.

Section 11 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 PROCEDURES

Instructional Personnel shall be assessed annually. The following procedures will be used:

- Section 1** The school administrator will provide at the beginning of each school year and orientation to the Instructional Personnel Assessment process. This overview will include:
- a. Distribution to each employee of a copy of the observation and evaluation instruments, as well as a cover sheet explaining procedures and domains.
 - b. Distribution to each employee of a detailed explanation of Domains 1.0, 6.0, and 7.0 for teachers. Domains 7.0 and 8.0 for school Counselors/Occupational Specialists and Domain 7.0 for Media Specialist.
 - c. Training that demonstrated performance of effective and ineffective indicators and assessment procedures.
 1. A video tape will be shown by the principal for interested classroom teachers or anyone who has not viewed the tape.
 2. The principal of the school will inform the school counselors and the occupational specialist.
 3. The principal of the school will inform the media specialists. Teachers will verify participation by signing an orientation statement.
- Section 2** All teachers will be observed by the principal or the principal's designee at least once a year. Annual contract teachers will be observed at least two (2) times a year with the first observation occurring no later than December 18. The final observation evaluation shall occur no later than April 15th. These observations and evaluations shall be conducted at the discretion of the principal or the principal's designee. All teachers shall be notified of the week for which their classroom observation and evaluation is scheduled.
- Section 3** The Principal or the principal's designee shall make an annual assessment using the appropriate observation/evaluation instruction.
- Section 4** Feedback will be given to employees in the following manner:
- a. A conference will be held and the teacher will be provided copies of the written classroom observation and evaluation within ten (10) working days following each observation and evaluation.
 - b. An employee has a right to include an addendum to any written evaluation.

Section 5 Should necessary improvements become apparent during the assessment process, said improvements shall be discussed with the employee and noted on the observation/evaluation form together with:

- a. specific improvements desired
- b. time for improvements to be made
- c. assistance to be provided, if necessary

Section 6 At the conclusion of the assessment process, observation and evaluation forms are forwarded to the Superintendent's office where they are reviewed by the appropriate Director and placed in employees' personnel file.

Section 7 The Superintendent shall maintain records of assessment results. Beginning in 1990, the Superintendent shall report the names of any instructional employee who receives two (2) consecutive unsatisfactory annual evaluations to the Department of Education.

[Copy of detailed procedures, including forms, will be made available to all instructional staff.]

ARTICLE 11

TEACHER ASSIGNMENTS AND TRAVEL

- Section 1** Effective July 1, 2009, employees will be notified in writing by July 1st 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 teacher's return to duty, the principal shall, as soon as possible, notify the teacher in writing using the teacher's latest recorded address.
- Section 3** The board shall make every effort to arrange the schedules of teachers who are assigned to more than one school so as to limit the amount of inter-school travel to a minimum. As soon as practicable, such teachers 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 upon special forms provided by the Human Resource Office.
- Section 5** Out of county travel expenses for trips directly related to instructional in credit earning courses or workshops shall be borne by the School Board when the Board requires such attendance.
- Section 6** Teachers shall not be required to transport students.

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 in designated school offices and faculty rooms for minimum of ten (10) working 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 request with their building principal. The teacher shall state the grade(s) desired, subject area assignment, and school desired. (The principal shall forward a copy of the request to the personnel office.)
- 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 considered for the vacancy before an applicant not currently in the system.
- e. From the last duty day in the spring through and including July 31, a teacher will receive notices of specified vacancies to be staffed at the beginning of the school year if he has submitted a specific written request for transfer to a particular job area and/or grade level and a self-addressed stamped envelope.

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, and the majority of their evaluations on file must be satisfactory.
- b. All voluntary transfers shall require the notification of the principals involved and the approval of the Superintendent and the School Board
 - (1) If the request for transfer occurs between July 20 and May 25, the consent of the principals involved is required.
 - (2) If the request for transfer occurs between May 25 and July 20, the consent of the receiving principal is required. Between July 20 and the opening of school, management

shall have the right to limit posting time for vacancies to six (6) workdays.

- (3) Requests for transfer by teachers in the system will be granted before out-of-system hiring occurs, if the conditions in section 2 “a” are met.
 - (4) An unsuccessful applicant may, upon written request, be given a post interview conference. The applicant should be in receipt of the summary within 10 working days of the conference.
 - (5) Request for transfer may be initiated as vacancies are posted.
- c. When two (2) or more teachers are requesting transfer to the same position, seniority shall be the determining factor provided that all applicants meet the conditions in section 2 “a”.
 - d. 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 Florida Statutes, Section 1012.28. 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 center necessitated by such factors as budget requirements, changes in student population, or changes in programs shall be specifically recommended by the principal. Such transfer shall be subject to the approval of the Superintendent. 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) work days prior to the transfer of reassignment, except in the case of an emergency.
- b. 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 shall not be used in lieu of full time appointed teachers.

Section 6 Promotions

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

ARTICLE 13

REDUCTION IN FORCE/RECALL

This is covered by School Board Policy and Administrative Regulation, a copy of which is included in Appendix 1 of this document.

ARTICLE 14
SCHOOL CALENDAR

Section 1 Both parties agree that the school calendar's formulation and adoption is the legal 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 Board and the Union will select an equal number of committee members.
- 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** The regular duty can be extended for as long as needed in emergencies which threaten the health or safety of students.
- Section 4** 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.
 - d. The subject(s) of the meeting could not be effectively and readily presented through bulletins or memoranda.
 - e. Faculty meetings will be conducted within the parameters of the teacher duty day and in no case will extend more than fifteen (15) minutes past duty day.
- Section 5** All teachers shall be provided planning time as outlined in section 6 of this article.
- Section 6**
- a. Elementary school teachers shall receive a minimum of one hour of preparation time for students and the system per day.
 - b. Middle School Teachers shall receive on (1) class period of in-school day preparation time for students and the system per day.
 - c. High School teachers shall receive a minimum of one (1) class period of in-school day preparation for students and the system per day.
 - d. Planning time will not be used automatically for teacher training.
- Section 7** Number of Preparations
Teachers may be assigned up to four (4) preparations. Teachers may accept more than four (4) preparations by mutual agreement with the principal.
- Section 8** On the school day immediately preceding Thanksgiving and Christmas holidays 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 provided the following conditions exist:
- a. The teacher is not in a duty status.
 - b. The tutoring does not take place on school property.
 - c. The teacher shall refrain from tutoring students enrolled in his instructional class.
- Section 3** Bus Duty: DeSoto Middle School teachers, who are required to perform early morning supervisory duty before 7:45 a.m. shall be entitled to a stipend in accordance with the Master Contract.

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

- 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.
- b. 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.
- c. 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 judgement 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

- a. If an employee is physically assaulted by a student, the student will not return to that 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 Florida Statutes 1003.31 and 1003.32, and BEST Florida Teaching Act 1000:041, and Florida Statutes 1001.42, 1001.51, 1001.54 and 1003.04.

- 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, F.S. 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 teachers who teach summer institute classes are subject to all rights, privileges and obligations contained in this Agreement.
- Section 2** A teacher 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 program.
- Section 3** A summer institute teacher shall be paid on a prorated basis in accordance with his most recent pay schedule entitlement.
- Section 4** Summer institute class size shall be limited by adherence to the recommendations of the Southern Association of Colleges and Schools or State legislative requirements.
- Section 5** Teachers applying for summer institute teaching positions shall be considered over other categories of employees.
- Section 6** The criteria for the selection of summer institute instructional staff shall be:
- a. Meeting advertisement requirements as stated in grants, Florida Statutes or Florida Department of Education requirements.
 - b. Appropriate certification
 - c. Length of service in DeSoto County
 - d. Previous teaching assignments
 - e. Experience teaching summer school
 - f. Written commitment to a contract for the ensuing school year. Teachers returning for the ensuing school year will be given preference.
 - g. Date of application letter requesting summer school employment (This criterion is applied if two applicants are tied in areas "a" through "c" above. The earliest respondent will be selected.)
- 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** Instructional staff employed for summer institutes shall receive their normal hourly rate of pay unless the posting specifies a different hourly rate. Pay days will be announced.
- Section 9** All applicants for summer institute will be notified of summer institute staff appointments at the same time.

ARTICLE 19

MATERNITY AND CHILD CARE LEAVE

Section 1 Maternity Leave

- a. A maternity leave without pay shall upon written request be granted to a teacher. Any teacher requesting such leave shall select one of the following plans:
 - (1) Short Term – The teacher shall continue to teach as long as she is physically able to do so and return to work as soon as possible.
 - (2) Long Term – The teacher shall request leave on a semester basis up to one (1) school year. Said request shall be submitted thirty (30) days prior to the semester in which the leave is to be taken.
- b. The commencement of such leave shall be at the discretion of the teacher and her physician. Except in case of emergency, the teacher shall give written notice to the Principal and the Superintendent at least thirty (30) calendar days prior to the date on which her leave is to begin.
- c. The request for leave shall include a physician's statement certifying pregnancy, the anticipated date of birth, and the length of time the teacher should be able to work.
- d. All or any portion of a leave taken by a teacher because of a medical disability connected with pregnancy may, at the teacher's option, be charged to her available sick leave.

Section 2 The teacher shall, in her written request for leave, notify the Principal and Superintendent if and when she will return to work. Upon returning to work the teacher will be reinstated to her former position if possible. If this is not possible, she shall be reinstated to any available position for which she is qualified.

Section 3 Child Care Leave

- a. A child care leave without pay, not to exceed one (1) year, shall be granted a teacher upon written request to the Principal and the Superintendent.
- b. If both husband and wife are employed by the district, child care leave shall be restricted to one member of the household at a time. The husband and wife 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. A teacher 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.

Section 4 Upon return from child care leave, the teacher shall be reinstated to his former position if possible. If it is not possible he shall be reinstated to any available position for which he is qualified.

Section 5 Retirement
A teacher on a leave pursuant to this Article may receive credit in his respective retirement system to the extent and in the manner provided by statute. It shall be the sole responsibility of the teacher to make arrangements to obtain such a credit.

Section 6 Experience Credit
In leaves pursuant to this Article, no experience credit on the salary schedule shall be granted for any year in which the teacher does not work one (1) day more than one-half (1/2) of the regular contract year.

Section 7 Additional sick leave shall not accrue to any teacher while on maternity or child care leave.

ARTICLE 20

PAID LEAVES

Section 1 Sick Leave

- a. Each full-time employee is entitled to four (4) days of sick leave as of the first day of employment of each current year, and thereafter is credited with one (1) additional day of sick leave at the end of each month of employment.
 - b. However, no employee may earn, during a fiscal year, more than a total of one (1) day of sick leave for each month of employment. The unused portion of sick leave shall accumulate from year to year to the limit permitted by statute.
 - c. The DeSoto District School Board shall provide incentive pay for those teachers not using sick leave* during a contractual year (196 day period). At the termination of the contractual year (196 day period), 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.
- *
1. Sick leave included personal leave and emergency leave.
2. Bargaining unit members who use temporary duty leave or union leave time will be eligible for the award.

Section 2

- a. "Sick Leave" shall be defined as personal illness or disability of the employee, or illness or death of a member of his immediate family.
- b. "Immediate Family" shall be defined as a spouse, parent, child, brother, sister, grandparent, parent-in-law, sister-in-law, brother-in-law, other close relative or member of his own household.

Section 3

A sick leave bank is set forth in Appendix 2, which is attached hereto and made a part hereof and shall be made available to all employees covered by this agreement consistent with the Sick Leave Bank bylaws and Florida Statutes.

Section 4 Personal Leave

- a. Each teacher shall be provided six (6) days 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 teacher.
- b. A teacher 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. Leave forms shall be available at the school offices. "Personal Leave" shall be adequate explanation for such leave.

- e. In case of emergency, the employee upon return to duty shall fill out the standard leave form explaining the emergency.
- f. Personal Leave days shall not be used on the day immediately preceding or following a holiday unless approved by the principal.
- g. When teachers request and are granted leave, the securing of a substitute shall be the responsibility of the school site administrator. Denial of such leave shall only be in accordance with the Master Contract between the DeSoto County Teachers' Association and the DeSoto County School Board and DeSoto County School Board Policy.

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) and (2) of Florida School Laws.

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

- a. Temporary reassignment days with pay may be granted to teachers for purposes stated below:
 - 1) 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.
 - 2) Visitation for the purpose of observing instructional techniques or programs.
 - 3) Pending supervisory approval, visitation for the purpose of a teacher viewing or chaperoning his/her child in a DeSoto County School System, sponsored activity (i.e. awards ceremonies, classroom visitations, conferences, etc.) Field trips shall be limited to no more than (2) trips per year per child.
 - 4) Proof of visitation may be required by the Superintendent or his designee.
 - 5) Approval or disapproval of an application shall be in accordance with school board policy.

Section 8 Funds for Expenses

The Board shall provide funds for expenses, as set forth in Section 7 of this article, for temporary assignment. 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. An employee who is absent because of a mandatory subpoenaed appearance shall incur no reduction in pay because of such appearance. A copy of the subpoena must be filed with the leave request.
- b. An employee may serve on temporary assignment on jury duty without loss of pay if he so desires. 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 school center to complete at least one-half (1/2) day of his duty shall return to his school center unless released by the principal.

Section 10 Vacation

- a. 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 instructional 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. Immediate family is defined as a spouse, parent, sibling, child, grandparent, grandchild, or in-law or step-relative counterparts.
- b. Instructional employees will be credited with the two days paid bereavement leave on a fiscal year basis. Bereavement leave is not cumulative. Instructional employees will not be paid bereavement leave for days not scheduled to work (i.e., sick leave, annual leave, leaves without pay.) Instructional employees are 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 instructional employee documents a legitimate reason to extend this period.

ARTICLE 21

UNPAID LEAVES

Section 1 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.

Section 2

- a. A leave of absence without salary may be authorized by the Board for any continuing/professional service contract teacher. Applicants shall have completed four (4) full years of employment in the DeSoto County Schools.
- b. Leaves shall not exceed one (1) year. However, at the end of a leave, a teacher 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 teacher'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 System.
- e. Notwithstanding the foregoing, no experience credit will be granted for any year in which the teacher 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 teacher 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 teacher 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;
- 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 district;
- h. performance of military duty.

- Section 5** A leave shall be deemed unauthorized if the employee enters similar or related employment during his leave without express written permission of the Board. An employee who is granted leave may not be employed as a substitute in the DeSoto County School System during such leave, without approval of the Board.
- Section 6** Any teacher granted a leave of absence as provided in this Article shall be given the opportunity, 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 teacher on a monthly basis in advance of the month due.
- Section 7** A teacher 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 teacher 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 shall be required.
- Section 9** Notification of Return: Exclusive of Section 1 of this article, employees on extended unpaid leave shall notify the personnel office on or before April 1st of their intent for the coming year. The parties may extend the deadline date by mutual agreement.
- Section 10** Deadline for Applying: The deadline for applying for an unpaid leave of absence shall be April 1st of each year. The parties may extend the deadline date by mutual agreement.
- Section 11** Contract Status: Continuing/Professional Service Contract status shall be retained in accordance with Florida Statutes.

ARTICLE 22

DISCIPLINARY ACTIONS

- Section 1**
- a. This article covers actions involving oral or written warnings, written reprimands, suspensions, demotions, dismissals, or reductions in grade or pay with prejudice.
 - b. Disciplinary action may not be taken against an employee except for just cause, and this must be substantiated by sufficient evidence which supports the recommended disciplinary action.
 - c. 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 who disciplinary action is to be taken may appeal that proposed action through the grievance procedure.
- Section 4** An employee against who 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 5** 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 6** 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 7** Administrative involuntary reassignments to other schools, retraining, recertification, and remedial training shall not be considered disciplinary actions and shall not be used as a substitute thereof.
- Section 8** Previous charges or actions that have been brought forth by the administration may be cited against the employee if these previous acts are reasonably related to the existing charge. All previous charges or actions must have been shared with the employee.
- Section 9**
- a. The disciplinary, dismissal, demotion, and suspension of any employee shall be for just cause.
 - b. 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 10 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 11 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 and/or directly applicable state statute/school board policy. A grievance may be processed through B.1, 2 and 3, of the Article.

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) working days 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) working days 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) working days after the informal meeting or, in the absence of such meeting, no later than ten (10) working days 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) working days after submission of the grievance.

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) working days 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) working days after submission of the grievance in this step.

3. **Step Three**

If the grievant is not satisfied with the disposition of the grievance in Step Two, he may submit it to the American Arbitration Association (AAA) pursuant to the Voluntary Labor Arbitration Rules for a binding decision. Any submission hereunder shall be made no later than thirty (30) working days after the decision in Step Two.

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 agreement of the Parties to the grievance. Consent shall not be unreasonably withheld. Absences from duty, not to exceed (10) working days for legally prescribed reasons shall automatically extend the time limits equal to the number of days of such absence.
- 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; not shall the arbitrator proceed in contravention of the limitations upon his powers as expressed in Section 3.
- f. Neither the Board nor the Union will be permitted to assert before the arbitrator 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. Such grounds and evidence shall be disclosed to the other party between Step Two and the arbitration hearing. 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. The Parties shall share the costs of transcripts if these are desired by the Parties.
 - i. Step One and/or Step Two of the grievance procedure may be bypassed by mutual agreement of the grievant and the Superintendent. The grievance shall be brought directly to Step Three.
 - j. The Parties will cooperate in the investigation of any grievance and will, except as limited in Article A.1 (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. Such provisions are contained in Article A (Union Rights, Privileges and Obligations – Employer Information).
 - k. 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.
 - l. Each party shall bear the full cost for its representation in the arbitration. The cost of arbitrator and the American Association (AAA) will be divided equally between the parties.
 - m. Election of Forum (Non-duplication of Remedies):
The commencing of legal proceedings against the Board in a court of law of equity, or before the Public Employees Relations Commission, or any other administrative agency, by an employee, employees, or the Union for an alleged violation or violations of the express terms of this Agreement shall be deemed a waiver by said employee, employees, or the Union of its/their right to resort to the grievance and arbitration procedure contained in this Agreement for resolution of the alleged violation or violations of the express terms of this Agreement.
 - n. Grievances and answers thereto submitted pursuant to this grievance procedure shall not be placed in an employee's permanent personnel file.

- o. 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 joint resolution of problems regarding personnel policies and practices and other matters affecting working conditions of a purely local nature which are not covered by this Agreement. However, no changes of personnel policies and procedures affecting the working conditions shall be unilaterally implemented unless negotiated accordingly.

Section 2 Disputes between the Parties at the school level may be referred for resolution to the local level of the Union and of the Employer.

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 determined as outlined in Florida Statutes, Section 1012.61.
- Section 2** Terminal pay shall be awarded based solely on those days earned in the DeSoto County School System.
- Section 3**
- A. Beginning with the 1999-2000 school year, the School Board of DeSoto County will pay, upon retirement, one (1) year of the retiree's "individual" medical premium. If a family plan is desired, the retiree will pay the family portion.
 - B. Only those retirees participating in the School Board's insurance program will be eligible for this incentive.

ARTICLE 26

INSURANCE

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

	<u>Employee Pays Per Pay Period</u>	<u>School Board Pays Per Pay Period</u>
Plan A: Dental/Disability	\$ 0	\$ 46.00
<u>Plan B: PPO Plan (BlueOptions)</u>		
Employee Only	\$ 28.39	\$365.24
Employee & Family	\$ 437.30	\$401.75
Employee & Family (20+)	\$ 381.88	\$457.17
Two Spouses Employed & Family*	\$ 62.25*	\$357.28
Two Spouses Employed & Family (20+)*	\$ 34.64*	\$384.89
Retiree (Monthly)	\$ 787.26	\$ 0
Retiree with Family (Monthly)	\$1,678.10	\$ 0
<u>Plan C: HMO Plan (BlueCare):</u>		
Employee Only	\$ 22.26	\$330.59
Employee & Family	\$ 265.83	\$486.26
Employee & Family (20+)	\$ 204.71	\$547.38
Two Spouses Employed & Family*	\$ 68.78*	\$307.27
Two Spouses Employed & Family(20+)*	\$ 38.19*	\$337.86
Retiree (Monthly)	\$ 705.70	\$ 0
Retiree & Family (Monthly)	\$1,504.18	\$ 0

* Premium paid by each spouse.

Health insurance rates as of January 1, 2011 – subject to change annually
Health plan premium increases shall be shared equally by the employee
and the employer.

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.

ARTICLE 27

SALARIES

Section 1 Employee Compensation Plan

The salary of each teacher covered by this Agreement is set forth in the appendix which is attached hereto and made part hereof.

Section 2 Method of Payment

a. Number of Payments

Each teacher will be paid in 26 installments.

b. Pay Days

Pay days shall be bi-weekly.

c. Exceptions

1) When a pay day falls on a bank holiday teachers shall be paid on the preceding workday.

d. Final Pay

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

e. Withholding of Pay

Payment for work days completed shall not be withheld for punitive reasons. 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 teacher 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

Instructional 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.

**ARTICLE 28
MISCELLANEOUS**

- Section 1** 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 2** 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.
- Section 3** This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement.
- Section 4** Each Party shall bear the full cost of its participation in collective bargaining sessions and grievance and arbitration hearings.
- Section 5** The School Board will make available Mail Order Pharmacy Services.
- Section 6** Teachers participating in the Guardian Ad Litem Program will be given release time when court appearances are necessary, if classroom coverage is available.
- Section 7** Agree to revised language of Article 31 relative to ESOL training.
- Section 8** Release time shall be made available to the D.C.T.A. President or designee in accordance with the intent of Article 5, Section 6 a,b, and in consideration of fulfilling the requirements of Chapter 447.201, Florida School Laws, which states in part an intent to” To promote harmonious and cooperative relationships between government and its employees”...
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.
- Section 9** When a teacher attends an Open House or participates in professional development activities, beyond the normal work day for which no

compensation is offered, he/she shall receive release time at the teacher's discretion, subject to administrative approval, provided no substitute is required and leave papers are filed in accordance with district policy. This release time must be taken before the end of the school year in which it was earned.

Section 12 At the end of each first 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. Inservice and/or school improvement training will not be scheduled on these days unless mutually agreed to by the parties.
2. Grades or grade sheets will be submitted as completed. But not later than 3 p.m.
3. Departmental meetings may be scheduled on these days.

Section 13 Professional Development Increments shall be increased, annually, at the same percentage rate negotiated and agreed to in the Collective Bargaining Process.

Section 14 Evaluation Document Training

- a. Training for new hires shall occur during the teacher evaluation induction program's pre-school session.
- b. All training on the evaluation document shall occur during the contract day.

Section 15 Teacher Induction Program

Teachers participating in the New Teacher Induction Program, outside of the contractual year, shall receive compensation of \$100.00 per day.

Section 16 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.

Section 17

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 teachers, and input from teachers and administrators. Professional development activities will focus on, but not be limited to, (1) subject content and teaching methods, including technology, as related to the Next Generation Sunshine State Standards, (2) assessment and data analysis, (3) classroom management and school safety, and (4) school culture and climate. 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 Mater In-service Plan" approved by the Florida Department of Education.

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 teachers' individual professional development plan.

The agreement between the DeSoto County Teachers' Association and the DeSoto County School Board effective July 1, 2006 through June 30, 2009 will remain in effect through June 30, 2012.

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 Teachers' Association agree to a three year contract effective July 1, 2006 through June 30, 2009 provided however
- a. by mutual consent, the parties may reopen items contained in the Agreement or introduce new items.
 - b. The Union may reopen for negotiations each school year monetary items, Performance Evaluation, and up to three non-monetary items.
- 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.
- Section 4** For the purpose of this article, the word item is defined as any article or sections which when adjusted can reasonably be considered one complete transaction.

ARTICLE 31

ESOL TRAINING

- Section 1**
1. District LEP Plan – The District’s LEP Plan shall be amended to comply with this Agreement.
 2. All teachers shall receive ESOL training as outlined in the META agreement and the new State Board of Education Rules.
 - a. ESOL training for teachers is a certification requirement and the teachers’ responsibility.
 - b. Training shall be appropriate to the requirements for specific subject areas.

- Section 2** Teacher Considerations
1. Teacher Working Conditions
 - (1) Workday and Workweek – A teacher’s workday or workweek may not be extended except as provided by the existing contract.
 - (2) Computer Support – All report data necessary to monitor LEP students will be done through the district computer data system. Compiling of classroom data, as provided by the teachers, shall be done by support staff at the school site.
 - (3) Teacher Observation and Evaluation – The teacher observation and evaluation shall not include reference to LEP data until:
 - (a) All current teachers have been fully trained and;
 - (b) The changes have been made a part of the Teacher Evaluation Document.

- Section 3** Contract Changes
- It is understood that this agreement is based on a preliminary understanding of a complex issue which may be subject to change upon further examination and review. Any changes to this agreement shall not be made without the agreement of the District School Board and the DeSoto County Teacher’s Association.

ARTICLE 32

DURATION OF AGREEMENT

1. Salary and insurance benefits 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, 2012. 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 D.C.T.A. membership 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 TEACHERS' ASSOCIATION AND THE SCHOOL BOARD OF DESOTO COUNTY, FLORIDA.

D.C.T.A.

SCHOOL BOARD OF DESOTO COUNTY

Tom Morgan, President

Ronny Allen, Board Chairperson

Adrian H. Cline, Superintendent of Schools

Laurie Albritton, Chief Negotiator

APPENDIX

POLICY ON
REDUCTION IN FORCE/RECALL
OF
THE SCHOOL DISTRICT OF DESOTO COUNTY
ARCADIA, FLORIDA - DISTRICT 14
(Revised – March 23, 1999)

I. Reduction in Force:

The School Board has a sole and exclusive right to determine the number and nature of the positions in the school system and to reduce staff because of, but not limited to, changes in student population; changes, revision, consolidation, or elimination of programs; or changes in the financial condition of the school system.

II. Recall:

The staff that has been laid off because of one (1) above shall be recalled for duty when and if the School Board determines that the conditions that necessitated the lay off no longer exist.

General Authority 230.23 (4-P)(5-a)FS. Law Implemented 231.36 (5)FS.

Adopted: January 22, 1988

Revised: September 13, 1994

Sick Leave Bank for Instructional Personnel

1) Purpose:

The purpose of the sick leave bank shall be to make available a source from which qualifying bargaining unit personnel may be granted additional sick leave days only for his/her catastrophic and prolonged illness, accident, or injury as provided herein.

A four (4) member sick leave bank committee shall be appointed by the Superintendent. The DCTA shall be invited to submit the names of two (2) bargaining unit personnel who shall be appointed to the committee. The Superintendent shall select the remaining two (2) members from non-bargaining unit managerial personnel. Initially, one member from each group shall be appointed to serve a two (2) year term. Beginning with the second year's appointments, all committee members shall be appointed to serve two (2) year terms.

The committee shall serve as the final authority for all matters pertaining to the approval or disapproval of an employee's request to seek use of the sick leave bank. Decisions and actions of the committee shall not be subject to any grievance procedure. An employee who wishes to request the committee to review its decision may submit such request in writing to the committee within seven (7) calendar days following the employee's notification of such decision. Such written request shall set forth the employee's reasons why such decision should be altered.

2) Membership:

- a) Membership shall become available to an employee only after he/she has completed one (1) employment year as an employee in the district.
- b) Membership shall be voluntary.
- c) Each participating employee shall initially contribute one (1) day from his/her accrued sick leave balance provided that such balance before the deduction of the one (1) day contribution shall be no less than four (4) days.
- d) Such contribution shall only be allowed during the first thirty (30) workdays immediately following the beginning of each school year. Provided that only for the purpose of initiating the sick leave bank such contributions shall only be allowed during the first (30) workdays of each school year as provided herein.
- e) Days contributed to the bank shall not be returned to the contributing employee's sick leave balance except as otherwise provided herein.
- f) Written application for membership shall be properly submitted on the completed form provided for such purpose and received in the designated office during the thirty (30) days as provided in paragraph "d" above.
- g) Approval or disapproval of membership application and/or applications for use of the bank shall not be subject to any grievance process.

3) Usage:

- a) Written application for utilizing the sick leave bank shall be submitted on the proper completed form provided for that purpose.
- b) Such application shall be received by the payroll department no later than ten (10) workdays prior to the effect day of bank utilization.
- c) Each application shall be accompanied by a statement from a licensed Florida medical doctor stating the nature of the illness and the anticipated length of the

employee's absence. The committee shall have the right to require another medical opinion at the employee's expense.

- d) Eligibility for bank usage shall only be established after an employee has exhausted his/her accumulated sick leave and compensatory time and his/her illness or injury has caused him/her to be absent an additional five (5) workdays without pay.
- e) Bank usage shall be limited to thirty (30) days per member per school year.

4) Activation of Bank:

The sick leave bank shall only become operative upon the accumulation of one hundred twenty (120) days of contributed sick leave as provided herein.

5) Termination:

Termination of employment for any reason shall constitute withdrawal from the bank.

6) Maintenance:

The number of days in the bank shall be maintained at sixty five (65) days. Should the number of days in the bank fall below sixty five (65), each existing member shall automatically be assessed to one (1) day of his/her accumulated sick leave to be added to the bank balance. Such assessment shall be accomplished as soon as procedures reasonably permit. In the event an employee's accrued sick leave balance is insufficient to allow for such automatic replenishment, such employee shall be allowed a grace period of no more than two (2) calendar months during which time he/she must accrue the sick leave necessary to meet his/her bank membership.

Failure of an employee to comply with the replenishment provision as provided herein shall cause automatic cancellation of his/her bank membership.

- 7) An employee found to be guilty of misuse of the bank shall be required to repay all sick leave drawn from the bank, have his/her membership withdrawn, be prohibited from future membership, and be subject to disciplinary action as deemed appropriate by the Board.

- 8) A participating employee who chooses to withdraw from the participation from the bank shall not be allowed to withdraw any sick leave days that he/she has contributed to the bank.

9) Dissolution of Bank:

In the event it becomes necessary to dissolve the sick leave bank, the days remaining in the bank shall be distributed equally to the accumulated sick leave balance of each of the then current members.

10) Exclusions:

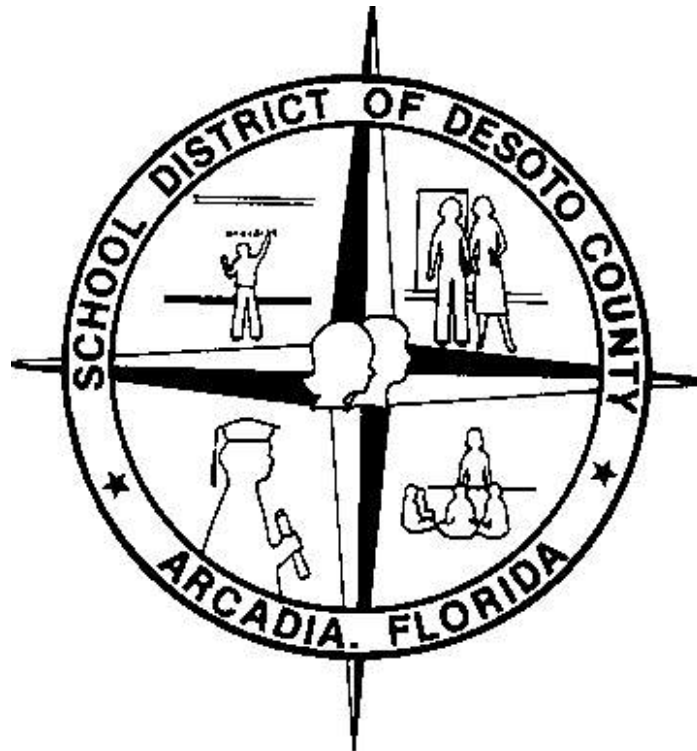
- a) Exclusions from the sick leave bank shall be elective cosmetic surgery.
- b) Absences caused by pregnancy shall be covered only if a medically verified complication or emergency requiring medical treatment exists and provided the applicant meets all other requirements of the bank. Absences caused by normal child birth or pregnancy will not be eligible for coverage in the sick leave bank.

11) Evaluation:

The Sick Leave Bank Policy will be reviewed annually by the Sick Leave Bank Committee.

School District of DeSoto County

**Employee Compensation Plan
2010 – 2011**



Adrian H. Cline, Superintendent

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The School District of DeSoto County Employee Compensation Plan

GENERAL PROVISIONS

Section 1 Paid Holidays

All personnel shall be granted six (6) paid holidays, which may be designated.

Section 2 Employee Assistance Plan

The district has established an Employee Assistance Program for all personnel which includes all behavioral problems except Mental/Nervous Health and Substance Abuse which will be covered under the employees' health insurance coverage.

Section 3 Bereavement Days

All full-time employees who have completed a six-month probationary period in their appointed positions shall be credited with two days bereavement leave in the event of a death in their immediate family. Immediate family is defined as a spouse, parent, sibling, child, grandparent, grandchild, or in-law or step-relative counterparts.

Section 4 Other Post Employment Benefits

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 10 years employment with the DeSoto County School Board, and participate in the Board's insurance

Section 5 Professional Development Educational Supplements

Instructional Staff

All degrees must be earned at a college or university accredited by an organization recognized for that purpose by the Florida Department of Education.

The School District of DeSoto encourages its teachers to make continuous improvements in their content area knowledge, in the pedagogy of the teaching profession, and in the pursuit of leadership training by offering a salary supplement for an advanced degree (Master's, Specialist's, or Doctorate) that meets at least one of the following criteria:

- a) the advanced degree is in the same subject area as the one shown on the teacher's Florida Temporary or Professional Educator's Certificate;
- b) the advanced degree is in the same subject area as the teacher's current teaching

- assignment;
- c) the advanced degree is in a subject area which has been added to the teacher's Florida Temporary of Professional Educator's Certificate;
- d) the advanced degree is in a pedagogical area (ex: MA in Teaching , PhD in Education; EdD in Curriculum)
- e) the advanced degree results in the teacher being certified in Florida as a school-level or district level administrator (MS in Educational Leadership. EdD in Administration and Supervision, etc.)

All advanced degrees which conform to at least one of the criteria will qualify for the new supplement of \$3200. Degrees earned after December 31, 2007 which do not conform to at least one of the criteria will not qualify for any supplement. Employees who currently hold non-qualifying degrees and are receiving a supplement for those degrees will continue to receive their current supplement of \$2559 without any future increases. Employees who have earned more than one qualifying degree are entitled to receive only one advanced degree supplement.

◆ Masters Degree.....	C	\$3,200
◆ Specialist Degree	E	\$3,358
◆ Doctorate Degree	G	\$4,961

Administrative Staff

All degrees must be earned at a college or university accredited by an organization recognized for that purpose by the Florida Department of Education.

◆ Masters Degree.....	\$1,409
◆ Specialist Degree.....	\$1,598
◆ Doctorate Degree.....	\$3,202

Instructional Support Staff

◆ Assistant Cafeteria Managers, Annually.....	\$318
◆ Food Service Workers certified prior to the opening of the pre-school period.	\$158
◆ Employees with Associate's Degree or 60 or more college credit hours...	\$960
◆ Bachelors Degree.....	\$1,721
◆	

Section 6 Credit For Experience

- ◆ Effective with the ratification of this contract on February 23, 2010, instructional applicants may be granted experience in accordance with Section 1012.33(3)(g), Florida Statute.
- ◆ Instructional Support applicants may be credited with up to seven (7) years of verified experience.
- ◆ Transferring employees may be credited with all of their DeSoto District School experience, if it is in a directly related field.
- ◆ Paraprofessionals transferring to a teaching position may be credited with up to 7 years verified in-district classroom experience.

- ◆ Retired personnel who are re-employed for the contract year beginning 09-10, and thereafter, shall be credited with zero years of experience.
- ◆ Administrative applicants may be credited with up to fifteen (15) years of verifiable experience.
 1. Up to five (5) years of verifiable teaching experience may be counted for all administrative positions.
 2. More than five (5) years of teaching experience may be counted if the additional experience is in the School District of DeSoto County. The Superintendent of Schools shall evaluate the applicant's experience and recommend appropriate salary placement.
 3. Up to fifteen (15) years of verifiable administrative experience earned outside of DeSoto District Schools, will be accepted toward salary placement.
- ◆ Employees will be paid on the zero step until all written requests for verification of experience have been received by the Human Resources Department. The employee's salary will then be calculated to reflect experience, and credit for experience will be paid retroactively to the date of the employee's first paycheck. 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.
- ◆ The Superintendent of Schools may make other specific recommendations for employee compensation to the School Board.

Section 7 Compensation for Employees

Teachers shall receive a one-step advancement for the 26 periods on the current salary schedule for 2010-11. Pay is to be retroactive to July 1, 2010 with the balance to be spread over the remaining pay periods. Teachers hired after January 20, 2011 and those hired in 2010-11 will remain on their current step. The step on which a teacher is placed will not necessarily reflect his/her actual experience. Teachers hired in the future will be placed on the salary step at one year less than their years of credited experience.

A one-time bonus in the amount of \$550.00 shall be given to all teachers hired prior to July 1, 2010 that are not eligible for an increase in salary through a step (non-incremental). Employees that are eligible for a step will receive a one-time bonus of \$250.00.

Section 8 Support Staff Training Program

Support staff at all levels impact the ability of the District to provide the optimum opportunities for all students to learn. The Support Staff Training Program provides incentives for all fulltime district support staff employees to gain knowledge and skills that will enable them to do their job effectively and efficiently. Participants who complete a program of 30 hours of training directly related to their job assignment within a three-year period will receive \$200 per year for a maximum of three years. The incentive will be extended for additional years, in three-year increments, provided the participant continues to meet the 30 hour requirement.

Hours of participation are converted to points. Points earned in one three-year period may not be extended to another three-year period. In order for points to be awarded the following must be met:

1. The session must provide training in skills or knowledge pertinent to job performance.
2. The session may occur during or outside the duty day.
3. Submission for points must be done within 10 working days of the activity.

DIFFERENTIATED PAY – INSTRUCTIONAL AND SCHOOL LEVEL ADMINISTRATORS

All Differentiated Pay for Instructional Academic Supplements and all Non-Academic Supplements for Instructional Personnel will remain at the current rate.

Stipends identified as “Nominal Fees for Volunteers” will also remain at the current rate.

Section 1 Additional Responsibility:

Academic Supplements:

\$3,655	DHS Band Director
\$2,160	DHS FFA Sponsor
\$1,826	DHS Assistant Band Director
\$1,329	DHS Drama Sponsor
\$1,329	DHS ROTC Instructor
\$1,329	DHS Yearbook Sponsor
\$1,329	DHS Newspaper Sponsor
\$1,245	DHS Academic Team Sponsor (2)
\$1,245	DHS Chorus Director
\$832	DHS FHA Sponsor (2)
\$832	DMS FFA Sponsor (2)
\$832	DMS Music Director
\$832	DMS Technology Support
\$832	DMS Accelerator Reading Program
\$665	DHS DECA Sponsor
\$665	DHS FBLA Sponsor
\$665	DHS Future Authors of America Sponsor
\$665	DHS HOSA Sponsor
\$665	DHS Pedigree Sponsor
\$665	DHS Web Page Design and Maintenance
\$665	DMS Chorus Director
\$665	DMS Band Director
\$665	District Science Fair Assistant (7)
\$496	Grade Level Chairpersons/Department Heads
\$496	District Peer Teachers
\$496	Chemathon Sponsor
\$496	DHS Art Club Sponsor
\$496	DHS Newspaper Correspondent
\$496	DMS Team Leaders (9)
\$496	DMS Newspaper Correspondent
\$496	DMS Yearbook Sponsor
\$496	Scholars Club Sponsor
\$496	Elementary Newspaper Correspondent (3)
\$452	Elementary Band/Chorus Sponsor (3)
\$452	DMS Knowledge Masters Sponsor (3)

Section 2 School Demographics & Level of Job Performance Difficulties:

Teachers teaching in an ESE self-contained classroom will receive a year-end bonus of \$200 due to certification requirements for this area.

Section 3 Critical Shortage Areas:

Desoto County School District designates the following as our critical shortage areas:

- Speech Pathologist
- Deaf Interpreter Teacher

In the two areas listed above, the district will pay a one-time \$1000 “sign up bonus” for new highly qualified teachers that complete one year teaching in DeSoto County.

Any teachers who earn and add reading endorsement or reading certification to their valid teaching certificates will receive a one-time bonus of \$300.

NON-ACADEMIC SUPPLEMENTS FOR INSTRUCTIONAL PERSONNEL

Amount	Category	Description
\$3,655	A	DHS Head Football Coach
\$2,988	B	DHS Head Basketball Coach (2-B/G) DHS Head Boys' Baseball Coach DHS Head Girls' Softball Coach DHS Head Girls' Volley Ball Coach DHS Head Soccer Coach (2-B/G)
\$2,160	C	DHS Head Track Coach (2-B/G) DMS Athletic Director
\$1,992	D	DHS Assistant Football Coach (7) DMS Head Football Coach
\$1826	E	DHS Athletic Director (2) DHS Assistant Basketball Coach (2-B/1-G) DHS Assistant Girls' Softball Coach (2) DHS Assistant Girls' Volleyball Coach (2) DHS Assistant Boys' Baseball Coach (2) DHS Assistant Soccer Coach (1B/1G)
\$1,660	F	DHS Varsity Cheerleader Sponsor DHS Head Cross Country Coach DHS Head Golf Coach (2-B/G) DHS Head Tennis Coach (2-B/G) DHS Weightlifting Coach (2-B/G)
\$1,411	G	Junior Class Sponsor Senior Class Sponsor DMS Head Basketball Coach (2-B/G) DMS Girls Softball Coach DMS Volleyball Coach DMS Cheerleading Sponsor
\$1,329	H	
\$1,245	I	DHS 9 th Grade Volleyball Coach
\$832	J	DHS Majorette Sponsor DHS Student Council Sponsor DHS Dance Team Sponsor DHS JV Cheerleader Sponsor DHS Freshman Basketball Coach (2-B/G) DHS Assistant JV Boys' Baseball Coach DHS Assistant Girls' JV Softball Coach DHS Piano Accompanist DMS Assistant Volleyball DMS Assistant Football Coach DMS assistant Basketball Coach (2-B/G) DMS Assistant Softball Coach DMS Cheerleading Sponsor
\$665	K	DHS Media Advisor DHS Sophomore Class Sponsor DHS VICA Sponsor DHS Student Council Sponsor (2) DHS YAC Sponsor DMS Student Council (2)

\$496	L	DHS Freshman Class Sponsor
		DHS Honor Society
		DMS Honor Society (3)
\$452	M	DMS Youth Crime Sponsor (2)
		School Renaissance Coordinator (5)

INSTRUCTIONAL STAFF				
2010-2011				
Step	Teacher/Dean	Teacher	Teacher/Dean	Teacher
	10 Month	10.5 Month	11 Month	12 Months
	196 Days	207 Days	225 Days	250 Days
0	35,108	37,077	40,302	44,781
1	35,443	37,431	40,687	45,207
2	35,713	37,719	40,999	45,554
3	35,988	38,007	41,311	45,902
4	36,261	38,296	41,627	46,251
5	36,642	38,698	42,063	46,737
6	37,213	39,303	42,720	47,467
7	37,738	39,856	43,324	48,136
8	38,304	40,455	43,972	48,857
9	38,877	41,058	44,629	49,588
10	39,532	41,749	45,380	50,421
11	40,211	42,469	46,162	51,291
12	41,167	43,476	47,258	52,508
13	42,804	45,206	49,137	54,598
14	43,348	45,780	49,761	55,290
15-19	47,261	49,913	54,253	60,282
20-25	48,516	51,239	55,694	61,882
26-29	53,529	56,533	61,449	68,276
30	55,534	58,651	63,750	70,834
Table Grade	TEACH E	TEACH D	TEACH S	TEACH B

**STAFF ON ASSIGNMENT
(ESE Specialist)
2010 – 2011**

Step	Psychologist 11 Month	Psychologist 12 Month
0	40,485	44,986
1	40,871	45,412
2	41,187	45,763
3	41,500	46,112
4	41,812	46,460
5	42,254	46,950
6	42,914	47,683
7	43,517	48,353
8	44,170	49,079
9	44,831	49,813
10	45,583	50,649
11	46,373	51,525
12	47,478	52,755
13	49,364	54,851
14	49,991	55,549
15-19	54,501	60,559
20-25	55,949	62,167
26-29	61,730	68,591
30	64,042	71,160

Table	SOA	SOA
Grade	1	2

Teacher Authority in the Classroom

School Board Policy 72.01 – 72.12

I. Purpose & Legislative Intent

- i. The purpose of these guidelines is to:
 - 1. Assist teachers, students, parents and administrators in maintaining a safe and non-disruptive environment which will enhance the achievement of students.
 - 2. Delineate a teacher’s authority to invoke FS Statute 1003.32. This statute states that a teacher may remove a student from the classroom when:
 - a. “the teacher has documented that the student has repeatedly interfered with the teacher’s ability to communicate effectively with the students in the class or with the ability of the student’s classmates to learn;” or
 - b. “the teacher determines a student’s behavior is so unruly, disruptive, or abusive that it seriously interferes with the teacher’s ability to communicate effectively with the students in the class or with the ability of the student’s classmates to learn.”
 - 3. These guidelines are designed to state the criteria for planning, developing, and implementing school-based plans for teacher removal of students from the classroom.
- ii. The intent of the legislation is to:
 - 1. Give instruction personnel the authority to deal with students who are seriously disrupting the learning process and who may need alternative placement.
 - 2. Minimize classroom disruption while a student’s educational placement is reviewed when the current placement is creating an unsafe or disruptive learning environment.

II. Definitions

- i. Repeated interference in the classroom [FS 1003.32]—is defined as inappropriate behavior exhibited by a student which has been documented by the teacher. This portion of the statute may not be invoked by the teacher until all the documentation is complete and submitted to the principal or designee. The documentation required is described in Section VI of these guidelines.
- ii. Unruly, Disruptive, or Abusive Student Behavior [FS32.271 (2)(b)] – is defined as a crisis situation:
 1. Where a student presents a clear and present danger to a teacher, another student, self, and/or any other persons, and,
 2. Which may result in a Serious Breach of Conduct as described and defined in the District Code of Conduct for Students.

When this type of unacceptable behavior is exhibited in the classroom, the principal or designee must be immediately notified and the student shall be removed from the classroom [FS 1003.32].

- iii. Total class enrollment [FS 232.271 (4)] -- any teacher who refers twenty-five (25) percent of his or her class enrollment to the Placement Review Committee shall be required to complete professional development to improve classroom management skills.
 1. The twenty-five (25) percent refers to the percentage of students referred to the Placement Review Committee (PRC) per class or period. It does not apply to the number of students who are not readmitted to the teacher’s classroom, but to the percentage of students referred from any given class or period.
 2. When computing the twenty-five (25) percent of class enrollment, in order to determine the need for staff development, the following descriptions will be used:
 - a. By “class” for elementary schools
 - b. “Per Period” for middle and high schools

3. The number of students used to determine the twenty-five (25) percent, shall be based on the enrollment on the fifteenth day of the class/period (quarter, semester, full-year or term).

III. Removal for Repeated Interference in the Classroom

In order for a teacher to temporarily remove and request the permanent removal of a student from the classroom for repeated interference with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn, the teacher must immediately provide the following documentation:

- i. Written records of teacher interventions used in the classroom to assist in the reduction of the inappropriate behavior. These must include, but are not limited to:
 1. A list of telephone calls to the parent/guardian with date, time, and topic(s) discussed (attach a copy of the telephone log to the PRC referral).
 2. A list of parent/teacher conferences with date, time, and topic(s) discussed (attach a copy of conference forms to PRC referral).
 3. An anecdotal record of inappropriate behavior with date, time description of the inappropriate behavior, and strategies used in the classroom to alleviate the inappropriate behavior, and the type of teaching method used by the teacher at the time the inappropriate behavior was exhibited (example – lecture, seat work, class discussion, stations, recess) (attach copy of record form to PRC referral).
- ii. Results of a Child Study Team or Student Assistance Program Core Team meeting and/or some other school-based group meeting whose purpose was to discuss the inappropriate behaviors and possible solutions (when appropriate).
- iii. List of discipline referrals to the office and/or time-out for the inappropriate behavior with date, time, and nature of offense (when appropriate).
- iv. Placement of the student in another period with the same teacher for secondary students (when appropriate).
- v. A written record of contact with another teacher who has been successful with this student (when appropriate).

- vi. Record of referral(s) to a support person (when appropriate) for the purpose of making personal contact with the parent/guardian.
- vii. A copy of the student's 504 Accommodation Plan (when appropriate).

A referral to the Placement Review Committee will not be considered complete until all documentation as described above, is completed and submitted to the principal or designee.

IV. Removal for Unruly, Disruptive, or Abusive Behavior

- i. In order for a teacher to remove a student from the classroom for unruly, disruptive, or abusive behavior, that behavior (as defined in Section II) must be exhibited in a crisis situation where a clear and present danger is presented to another student(s), to the student exhibiting the behavior, to a teacher(s), and/or to any other person(s).
- ii. The teacher must:
 - 1. Immediately notify the principal or designee of the crisis incident.
 - 2. Submit a fully completed regular discipline referral.
 - 3. Notify the principal or designee, in writing, within twenty-four (24) hours of the crisis incident that he/she wishes to invoke FS 1003.32.
 - 4. Complete the Student Referral to Placement Committee form and provide documentation (refer to the list of documentation found in Section VI of these guidelines) to the principal or designee within forty-eight (48) hours of the crisis incident.
- iii. The administrator must:
 - 1. Immediately remove the student from the classroom.
 - 2. Follow the regulations outlined in the Code of Conduct for Students.
 - 3. Adhere to all due process procedures which may include an Administrative Hearing.
 - 4. Determine an appropriate consequence, such as temporary placement, a suspension, and/or expulsion proceedings should be initiated.

V. Temporary Placement Prior to the Placement Committee Recommendation

- i. The principal or designee shall determine the temporary placement of the student until the Placement Review Committee makes its recommendation.

- ii. Some options for temporary placement may include, but are not limited to, the following:
 - 1. Assignment to time-out.
 - 2. Assignment to an internal suspension.
 - 3. Assignment to an external suspension.
 - 4. Placement in another teacher's classroom.
 - 5. Placement in the referring teacher's class (if agreed to by the referring teacher).

VI. Placement Review Committee (PRC)

i. Purpose of the Committee

The purpose of the committee is to review cases in which there is a disagreement between administrator and teacher to readmit a student who has been removed from the class for either:

- 1. Repeatedly interfering (as defined in Section II) with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn, or
- 2. Exhibiting unruly, disruptive, or abusive student behavior (as defined in Section II).

ii. Committee Required:

The principal or designee of each school shall establish a Placement Review Committee. The principal may make provisions for rotating membership, having alternative members, or assembling committees on a case-by-case basis. These options, or others, may be employed at the discretion of the school administration.

iii. Committee Membership

- 1. The committee shall include, but are not limited to, the following:
 - a. Two teachers elected by the school's faculty (in case one of these teacher members becomes the referring teacher, alternate members should be selected).
 - b. One member from the school's staff who is selected by the principal.
 - c. If a school elects to establish a Placement Review Committee with a membership larger than the required minimum of three,

care must be taken to insure that the larger PRC membership is still composed of a 2/3 membership ratio of teachers elected by the facility.

2. The teacher who withheld consent to readmitting the student may not serve on the committee.
3. Service on the Placement Review Committee is voluntary for one school year. **A teacher elected by the school's facility may choose not to serve.** (Once a teacher voluntarily agrees to serve he/she must make a commitment to not back out of attending a PRC meeting when one is called).

iv. Authority of the Committee:

1. The committee has the authority to make alternative placement decisions within the framework of Federal and State Laws, including civil rights laws, the District's Code of Conduct for Students, and availability of appropriate alternative placements.
2. The committee cannot act in isolation of other policies and procedural safeguards. This is especially important when considering ESE, LEP, and Section 504 students.
3. All students have rights that are legally protected. The degree placement change and the potential impact on the student determine the level of due process that must be followed.

v. Committee Responsibilities:

1. The Placement Review Committee must render decisions.
 - a. Within five (5) school days beginning the day after the principal or designee receives that completed documentation from the teacher for repeated interference in the classroom.
 - b. Within (5) school days, beginning the day after the student is removed from the classroom for unruly, disruptive, or abusive behavior (a crisis incident).
 - c. Realizing due process procedures may require additional time to implement the change in placement and should, when this is the case, advise the teacher, school administration, student and parent/guardian of student.
2. The committee should:
 - a. Review all available data/documentation presented by referring teacher, or by the administration, on the situation.

- b. Insure that all due process legal requirements have been adhered to.
- c. Determine the degree of potential impact on the student of a suggested placement change.
- d. Determine whether or not the student is to be returned to the room he/she was removed from; this may occur when the referring teacher's class is the best or only available option for placement; that is, the class is only offered at one time or taught only by the referring teacher.
- e. Recommend a possible alternative placement -- a simple majority of the Placement Review Committee's membership is needed for the recommendation.

VII. Placement Review Committee for Exceptional Education Students or Section 504 Students.

- i. Each Exceptional Education Student or Section 504 student must have an individual educational plan (IEP) that determines his or her educational services. All actions regarding ESE or Section 504 students must conform to Federal and State statutes, rules.
- ii. Committee Composition:
 - 1. The Placement Review committee may be composed such that it may serve as an IEP/EP committee, or
 - 2. The student's IEP/EP committee, excluding referring ESE teacher, may serve as the Placement Review Committee providing the membership requirements, as stated in Section III (C), is met.
 - 3. The students IEP/EP committee, excluding referring 504 teacher, may serve as the Placement Review Committee providing the membership requirement, as stated in Section III (C), is met.

VIII. Placement Review Committee for Limited English Proficient Students (LEP)

- i. Limited English proficient students must have a LEP student plan that describes the provision of understandable instruction. All actions regarding LEP students must conform to Federal and State statutes, rules, regulations, and policies.
- ii. Committee Composition
 - 1. The Placement Review Committee may be composed such that it may serve as a LEP committee, or

2. The student's LEP committee may serve as the Placement Review Committee providing the membership requirement, as stated in Section III (C), is met.

IX. Teacher Authority

- i. The following classifications of teachers do have authority to refuse readmission of a student to his/her classroom:
 1. The teacher of record -- a supervising teacher assigned by the administration to teach the class.
 2. A substitute teacher when the teacher is placed in charge of a class during a period of a teacher's extended leave (more than 10 days) as approved by the School Board.
- ii. Short-term, day to day substitutes and teacher interns do not have authority to refuse readmission of a student to his/her classroom.
- iii. A teacher does not have the authority to refuse placement of a student in his/her classroom when the placement is recommended by the Placement Review Committee. After placement the teacher has the authority to begin documentation for a referral to the Placement Review Committee, if the student's behavior after returning warrants such a referral.
- iv. A teacher does not have the authority to refuse placement of a student in his/her classroom who is returning from DeSoto Opportunity School or Juvenile Justice Facility. After placement the teacher has the authority to begin documentation for referral to the Placement Review Committee, if the student's behavior warrants such a referral.

X. Parental Involvement in the Process

- i. As with all disciplinary actions and changes in placement, parents/guardians must be fully informed and involved in the process.
- ii. When a teacher makes a recommendation to the PRC that a student not be readmitted to his/her class, it is the responsibility of the classroom teacher to personally contact the parent/guardian and make them aware of his/her decision to invoke FS 232.271. A follow-up written notification of the teacher's decision to invoke 232.271 including date, time and location of Placement Review Committee meeting will be sent by school administration to include an explanation of the process and the right of the parent to attend the Placement Review Committee meeting for presenting information/evidence to the committee. Once all information/evidence is presented, the Placement Review Committee will make its review and decision with all non-PRC attendees out of the room.

XI. Staff Development

- i. When a teacher refers twenty-five (25) percent (as defined in Section II), of his/her class to a Placement Review Committee, the District shall provide staff development training for the teacher as defined in the DeSoto County Master In-service Plan for 1996-2000.
- ii. The principal shall refer the teacher to the Staff Development Department and the teacher is required to successfully complete fifteen hours of staff development activities to improve classroom management skills.

XII. Maintenance of Appropriate Records

Pursuant to FS 232.271 each school must maintain the following records:

- i. Number of disciplinary referrals requiring students to be removed from class by teachers.
- ii. Number and percentage of referrals in which the student was sent back to class with the consent of teachers.
- iii. Number and percentage of referrals that were sent to the Placement Review Committee because of teacher refusal to readmit.
- iv. Number and types of placements (including those returned to class) made by the Placement Review Committee.
- v. Number and percentage of students in each class referred by each teacher (to be used in determining staff development needs).

Job Sharing

Job sharing shall refer to two (2) employees voluntarily and equally sharing one (1) full time position.

DCTA and the Board agree that job sharing provides career flexibility and opportunities for fulfillment of professional and personal needs. Job sharing is not designed to be permanent part-time employment or to provide an opportunity for teachers to work for another employer.

Reason for a teacher requesting to job share may include the following:

- a) Child care
- b) Medical condition of a teacher's immediate family member. Immediate family member shall mean husband, wife, child, father, mother, brother, sister, or other close relative of his/her household.
- c) Advanced study leading toward a higher educational degree.
- d) College work leading toward certification in a critical shortage area
- e) Other special circumstances and/or conditions as approved by the Superintendent.

Requirements for employees seeking job sharing positions include:

- a) Minimum of three (3) years of continuous service in DeSoto County
- b) Satisfactory or higher evaluations during these years of service
- c) Current certification in the field in which they anticipate job sharing
- d) Familiarity with the curriculum (grade level or subject) where they anticipate job sharing
- e) Approval of their current site administrator to participate
- f) Approval of the site administrator where job sharing is to take place if different from current administrator
- g) For planning purposes of staffing positions, team applications must be submitted by March 1st of the preceding school year.
- h) Approval of the Superintendent.

The following procedures will be used to select participants if they meet the requirements a-h above:

- a) Seniority will be considered in determining job share participants if there are more applicants than job share slots available.
- b) Additional slots may be awarded for unforeseen medical or child care reasons.

The following must be agreed to by all job sharing applicants and recipients:

- a) All pertinent paperwork must be completed on time.
- b) All job sharing participants shall receive 50% of the fulltime salary that they would receive if working during that normal contractual year, (This would include any raises and benefits that may be agreed upon after the application for job sharing.)and accumulate 50% of the normal sick leave.
- c) The participant must agree to an annual commitment to job sharing.

- d) All job sharing participants must attend pre-school days, first five days of school, all planned parent-teacher conferences, open houses, record days and in-service days.
- e) Both teachers will be responsible for attending district and/or school-level in-service meetings appropriate to their subject/grad area.
- f) The job sharing participants will substitute for each other whenever possible at their job share daily rate.
- g) Should either job sharing partner be unable to fulfill the year long commitment, the other shall complete the fulltime assignment, whenever possible.
- h) Any disputes that could have an effect on the instruction of the students shall be resolved by the principal.
- i) Each member of the job sharing position is guaranteed planning time, to be mutually agreed by the principal and teacher. (a minimum of 30 minutes per ½ day.
- j) For the purposes of years of service on the salary schedule, assignments for each teacher will constitute more than ½ of the school year thus entitling each teacher to one year of service.
- k) The Board will pay 50% of the Board's share of an individual health insurance premium for each job sharing participant.
- l) Salary shall equal ½ of the teacher's salary based on degree and experience.

Job sharing participants are required to serve their proportionate share of the work week for salary step movement. Job share participants must each work a minimum of 90 days.

Job sharing participants must apply annually. Participants who choose not to participate a second year shall be returned to their previous school site and position, if possible. If not possible, participant will be placed in area of current certification. Participants who job share for more than one year shall be returned to positions in their area of certification.

Job sharing will be a pilot project during the first year of implementation with one designated slot. At the conclusion of the first year, additional slots may be added but not to exceed (3) slots each year. Slots may rotate among schools based on applications.