

# INSTRUCTIONAL CONTRACT

## TABLE OF CONTENTS

		<b>Page Number</b>
	Table of Contents	1
Article I	Recognition	2
Article II	Association Rights and Teacher Rights	3
Article III	Bargaining Procedures	5
Article IV	Grievance Procedure	6
Article V	Teaching Conditions	8
Article VI	Class Size, Class Load and Specialized Instruction	11
Article VII	Teacher Authority and Discipline	12
Article VIII	Teacher Duty Day	13
Article IX	Transfers and Reassignments	14
Article X	Vacancies and Promotions	15
Article XI	Teacher Evaluation	16
Article XII	Reduction in Personnel	17
Article XIII	Leaves	19
Article XIV	Staff Development Programs	22
Article XV	Academic Freedom	23
Article XVI	Political Activity	24
Article XVII	School Calendar	25
Article XVIII	Professional Compensation	26
Article XIX	Insurance and Fringe Benefits	28
Article XX	Sick Leave Bank	29
Article XXI	Management Rights	31
Article XXII	Miscellaneous	32
	Term of Agreement	33

## APPENDICES

Appendix A	Authorization for Representation and Deduction of Dues	34
Appendix B	Official Grievance Form	35
Appendix C	Salary Schedule	36
Appendix D	Hourly Wage Schedule for Instructional Personnel	38
Appendix E	Method of Compensation	39

## **ARTICLE I**

### **RECOGNITION**

- A. The Association recognizes the Board as a legally constituted body Under F.S. 230.01 and as the duly elected representative of the people and agrees to negotiate only with the Board, through the Chief Executive Officer or his designee. It is also acknowledged that the Board's primary concern will be interests of students, parents, the public, and all employees.
- B. The Board hereby recognizes the Association as the exclusive bargaining representative for the classroom teachers, media specialists, occupational specialists, Director of Title I, and guidance counselors, but excluding the Superintendent, Assistant Superintendent for Instructional & Personnel Services, Executive Director of Support Services, Director of Exceptional Student Education & Student Services, School Principals, School Assistant Principals, Director of Finance and Business Services, Food Service Coordinator, Payroll Coordinator, and Director of Vocational, Adult, Community Education and Personnel.
- C. The term "teacher", when used hereinafter in this agreement, shall refer to all professional members of the instructional staff represented by the Association in the bargaining unit as defined above.

## ARTICLE II

### ASSOCIATION RIGHTS AND TEACHERS RIGHTS

- A. The Association and its Representatives may use the school buildings for their meetings after securing approval from the building principal so long as the use does not interfere with the educational program and does not conflict with previously scheduled meetings.
- B. The Association and its Representatives shall have the right to use the school facilities and equipment, such as typewriters, duplication equipment, calculators, and audio-visual equipment at times other than school hours and after securing approval from the building principal. The Association shall furnish their own materials and supplies incident to such use.
- C. The Association shall have the right to post notices of activities and matters of Association concern on appropriate bulletin boards in each school work center. The Association shall have the right to use mail boxes, and after students dismissal, the intercommunications system for communication to employees after securing permission from the building principal/immediate supervisor. Each principal/immediate supervisor shall be provided with a copy of Association material distributed at his/her assigned school/work site.
- D. Authorized representatives of the Association shall be permitted to transact official Association business on school/work site property during an employee working hours and with the approval of the prior written approval of the principal/work site supervisor or designee.
- E. The Board agrees to allow the Association to examine and copy all materials which are a matter of public record. The Board may charge no more than the cost of duplicating records requested.
- F. All teachers individually or through the Association will be placed on the Agenda of regular or special Board meetings provided requests are made in accordance with the Administrative Procedures Act (APA).
- G. The Board shall deduct from the salary of each employee Association membership dues, provided that there is in the possession of the Board a written authorization for such deduction(s) pursuant to the form as exhibited in Appendix A of this Agreement.

The Board shall deduct said dues in equal monthly payments as authorized by said teachers, beginning in the month following authorization and continuing from year to year unless revoked in writing upon thirty (30) days notice to the Board and Association. Upon termination of a teacher's employment, the Board shall deduct all unpaid Association dues from the remaining paycheck(s). The county payroll office will be notified within thirty (30) days of any change in Association dues. If for any reason services are withheld by work stoppage or boycott, termination of dues collecting will immediately take effect for individuals involved in such activities. (See authorization for Representation and the Deduction of Dues and Uniform Assessment in Appendix A.)

- H. The Board shall maintain any payroll deduction programs presently in existence which would be unavailable to the teacher through payroll deductions or which would significantly penalize the teacher financially by dropping said program.

- I. With respect to all sums deducted by the Board pursuant to authorization of the employee, the Board agrees promptly to disburse said sums.
- J. The Board shall provide appropriate space for the Association to maintain a centrally located office.
- K. DCEA Representatives shall be offered the opportunity at each faculty meeting to present brief reports and make announcements.
- L. The Agenda, all supporting materials and minutes for Board meetings shall be sent to the Association President at the same time it is sent to Board members.

## ARTICLE III

### BARGAINING PROCEDURES

- A. Matters not specifically covered by this Agreement but of concern to both parties shall be subject to professional negotiation between them from time to time during the period of this Agreement upon mutual agreement by both parties.
- B. Representatives of the Board and the Association may meet upon the request of either party during the regular school year to resolve problems that may arise under this Agreement. These meetings are not intended to bypass the bargaining or grievance procedures. Any amendment to this Agreement shall be subject to ratification by the Board and the bargaining unit.
- C. If either party desires to negotiate, modify, amend, or terminate this Agreement upon its expiration, a written notice must be submitted to the other party prior to April 1, of the year in which the Agreement expires.
- D. In any bargaining described in this agreement, neither party shall have any control over the selection of the bargaining representative of the other party. It is recognized that before any agreement reached by the bargaining representatives can be executed, it must be ratified by the majority of the Board and a majority of the voting members of the bargaining unit, but the parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of bargaining. Throughout bargaining, all tentative agreements shall be signed by representatives designated by each party.
- E. Should an impasse occur, then either party or both parties jointly may petition for a mediator as a means of attempting resolution of the item or items in dispute. The initial recourse shall to petition the Federal Mediation and Conciliation Service (FMCS) for a mediator.  
  
In the event that a solution cannot be reached through mediation, by mutual agreement of both parties the impasse shall then be submitted to a special master under the Public Employees Relations Commission (PERC) guidelines.
- F. The articles of this Agreement will automatically be contained in successor Agreements except that items contained herein and proposed by either party for re-negotiation shall be subject to negotiations as provided in this article.
- G. All negotiations shall be in accordance with applicable Florida Statutes and PERC guidelines.

## ARTICLE IV

### GRIEVANCE PROCEDURE

- A. Purpose. The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to any grievances which may arise.
- B. Definitions. The term “grievance” shall be defined as a written allegation that a violation involving an interpretation or application of a specific article and section of this Agreement has occurred. Grievances involving non-renewal of annual contract teachers and granting of promotions will not be subject to Level III. The term “grievant” shall mean an employee or group of employees or the Association filing a grievance. The term “employer” shall mean the School Board or the administration. The term “days” shall mean calendar days. When the last day of any step falls on a non-working day, the first workday thereafter will be considered the last day.
- C. Time Limits. Time limits may be extended by mutual written agreement between the Association and the Superintendent.
- D. End of Year Grievances. In the event that a grievance is filed at such time that it cannot be processed through all of the steps in the grievance procedure by the end of the school’s year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school’s year or as soon thereafter as possible, unless both parties mutually agree otherwise.
- E. Time. All grievances shall be processed during non-student contact hours.
- F. Filing. Within thirty (30) calendar days following knowledge of the act or condition which is the basis for the grievance, the grievant may file a grievance with the building principal or other immediate supervisor or designated representative. If such action is not taken within this time, the grievant waives his/her right to the grievance procedure. Each reoccurrence of the act/condition constitutes a new basis for a grievance.
- G. Representation. All employees may have the right of Association representation to each step of the grievance procedure. No grievant may be required to discuss any grievance if the Association representative is not present. The adjustment of grievances shall not be inconsistent with the collective bargaining agreement, and the bargaining agent will be given the opportunity to be present and make statements at each formal step. Copies of the employer decision given at each step of the procedure shall be put in the mailbox of the bargaining agent’s representative on the same day it is delivered to the grievant. No grievance may be submitted to arbitration without the knowledge of the bargaining agent. A grievant shall not be represented by a representative of any other employee organization.
- H. Informal Discussion. In the event that an individual teacher believes there is a basis for grievance, the individual shall first discuss the alleged grievance with the building principal or other immediate supervisor or designee personally or accompanied by the Association Representative.
- I. Level I. If the grievant is not satisfied with the informal resolution he/she may, within five (5) calendar days of the oral answer, file a formal grievance on the proper form provided in Appendix B of this Agreement. A copy of the grievance shall be delivered to the building principal or other immediate supervisor or designee. The building principal or other immediate supervisor or designee shall have five (5) calendar days after receipt of the grievance to give a written decision. Upon

mutual agreement of the grievant and the building principal or other immediate supervisor or designee a conference at this level may be waived.

- J. Level II. If the grievance is not settled to the grievant's satisfaction or if a written decision is not submitted within five (5) calendar days of filing at Level I, the grievant may move to Level II by written notice to the Superintendent or his designated representative. The Superintendent or his designee shall have five (5) calendar days after receipt of the grievance in which to hold a conference with the grievant.
- K. Level III. If the grievance is not solved at Level II to the grievant's satisfaction, or if a written decision is not submitted within ten (10) days of filing at Level II, the grievant with or without the Association, within 15 days may move the grievance to arbitration. If the question of arbitration is raised by the Board, the question shall be determined in the first instance by the arbitrator. The arbitrator shall confer with the grievant, the representatives of the Board and the Association, and hold hearings promptly and shall issue a decision not later than twenty (20) days from the date of the close of the hearings or final submissions. The arbitrator's decision shall be in writing and shall set forth findings of facts, reasoning and conclusions on the issues submitted unless the Association, the Board, or the grievant shall request an expedited decision of the arbitrator and shall be final and binding upon both parties.
- L. Selection of Arbitrators. In the event arbitration becomes necessary, the parties agree to have the Superintendent and the Association's President attempt to mutually agree on an arbitrator. If no agreement is reached either party may petition the Federal Mediation and Conciliation Service (FMCS) for the list of five (5) arbitrators. Beginning with the Association or grievant, the Association or grievant and Board will each alternately strike two (2) names. The person remaining shall be the arbitrator for Level III.
- M. Costs. The cost of the services of the arbitrator shall be borne by the losing party. If the grievant without the Association's approval moves the grievance to arbitration, he/she shall pay the costs if the grievant is the losing party.
- N. No Reprisals. No reprisals shall be invoked against any employee for processing a grievance of participating in any way in the grievance procedure. No documents of any kind or form pertaining to the initiation, processing or settlement of any grievance whatsoever shall be placed in the personnel file of any non-administrative or non-supervisory employee.
- O. Guarantee of Resolution. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- P. Withdrawal. The Association and grievant, upon mutually agreeing that it best suits the interest of the parties, may withdraw the grievance at any point in the process.

## **ARTICLE V**

### **TEACHING CONDITIONS**

- A. When it is necessary to assign teachers to non-instructional supervisory duties, such assignments will be made after input from the teachers involved.
  - 1. Teachers shall not be required to perform duties for teachers who are absent.
- B. The Board agrees to provide individual and adequate teaching stations for all teachers which include operable heating and air conditioning systems (where such facilities exist).
  - 1. The Board further agrees to provide each school monies to be used for teaching supplies, both consumable and non-consumable.
  - 2. In addition to individual teacher supply funds, the Board will budget monies to provide departmental/grade level funds to purchase specialized materials and equipment. These monies are to be provided in the individual school center budgets and will be administered by the building principal or his designee.
- C. It is recognized that teachers must meet the individual needs of all students. Therefore, the Board agrees that it will provide sufficient multi-level or multi-text materials, including a minimum of one text book per student per subject area, to insure that each student in the classroom has adequate materials for his/her use. The selections of materials shall be made by the teacher involved after consulting with and receiving approval from the building principal, provided that these materials are selected in accordance with state law.
  - 1. A copy of the teacher's edition for all texts used in each course taught will be provided for each teacher of that course, when available from the publisher.
  - 2. Teachers shall not be financially responsible for textbooks, supplies or pieces of equipment which are lost, stolen or destroyed by other persons unless that teacher is found negligent by the administration. Teachers are expected to exercise reasonable control, under the direction of the principal, over textbooks, supplies, and equipment.
- D. The Board agrees to make available in each school typing, duplicating, and copying facilities to aid teachers in the preparation of instructional materials. Paper for reproducing sufficient copies will be provided.
- E. There shall continue to be a functioning instructional materials center (library) in each school staffed in accordance to need as established by the Board.
- F. The Board shall provide procedures which allow full opportunity for all teachers to be involved in such activities as: reviewing and evaluation of books and other instructional materials; participation in comprehensive planning; accomplishment of other curriculum instruction tasks involving review, analysis, and/or evaluation. All teachers shall be required when assigned by their principal to participate in such activities.

The final recommendations of each committee shall be duplicated and distributed to all schools affected and to the Board.

- G. The Board shall provide in each school: restroom, lavatory facilities, and minimum of one (1) faculty lounge for teacher use. The faculty restroom facilities and faculty lounges shall be designated Non-Smoking Areas. The faculty lounge shall be primarily for use of faculty, staff, and administrators. No students shall be allowed in the faculty lounge during the normal teacher work hours for that particular school, unless the lounge is needed by the principal in conducting normal school programs.
- H. The School Board will provide in each school lounge a telephone, restricted to local calls only, for the purpose of parent-teacher conferencing and other school related communications.
- I. The Board shall not require a teacher to work under conditions determined to be unsafe or hazardous or perform tasks which would endanger the teacher's health or safety.
- J. A teacher may use his/her classroom for a private conference room for necessary teacher conferences with parents or students. Teachers without a classroom shall use such room as the principal may assign.
- K. When school is not in session, teachers may be given access to the building by arranging such access with the building principal or his designee.
- L. Observation of a teacher's class by persons other than school administrative/supervisory personnel shall be allowed only after consent has been granted by the building principal and the teacher involved.
- M. The Board shall provide smocks and safety glasses for all teachers assigned subject areas where the teacher is subjected to more-than-to-expected grease, dirt, chemicals, art materials, and similar agents.
- N. Classrooms in which classes are being held shall be free of unnecessary interruptions by custodial staff or intercommunication systems.
- O. It is the desire and goal of the Board to maintain the school facilities adequately with other than instructional staff.
- P. Due Process – Disciplinary Action and Reprimand
  - 1. Any employee summoned to the office of a principal or immediate supervisor where there exists no principal, or their designees for a conference-for-the-record which may lead to disciplinary action or reprimand, shall have the right to request Association representation and shall be informed of this right. If representation is provided, the employee shall have the right to be accompanied at the conference-for-the-record by up to two (2) representatives of the Association and shall be informed of this right.
  - 2. Employees shall be given two (2) days notice and a statement of the reason for conference-for-the-record, except in cases deemed by the supervisor to be an emergency. When Association representation is requested, and the employee is to be represented by Association, the conference-for-the-record must be scheduled at a time when Association representation (building representative or bargaining agent representative, where appropriate) can be present.
  - 3. A conference-for-the-record, which may lead to disciplinary action or reprimand not held in accordance with these conditions, shall not be considered a part of the employee's personnel file or record and neither the fact of the conference nor any statements made at the conference may be used in any subsequent proceedings or reprimand involving the employee.

4. A conference-for-the-record, as described above, shall not prohibit the supervisor from engaging in conversation, discussion, clarification, with any employee nor prohibit the supervisor from addressing such previous occurrences in the conference-for-the-record, nor shall it prohibit the supervisor from placing in the employee's personnel file such previous occurrences.
- Q. The Board will assume the cost of fingerprinting and/or "background" check of all employees, who have been actively employed by the district for at least one (1) year.

## ARTICLE VI

### **CLASS SIZE, CLASS LOAD AND SPECIALIZED INSTRUCTION**

- A. Reasonable efforts will be made by the Board to provide equipment necessary for proper instruction in those classes such as laboratories and industrial arts.
- B. Counselors will be maintained in the schools at no less than one per school.
- C. Where it is determined that multi-grade classrooms are in the best interest of the school system, the teacher(s) assigned to such classrooms will meet with the appropriate administrator to discuss specific needs of a multi-grade classroom. The administrator responsible for scheduling students to a multi-grade classroom will take into consideration the specific needs of such a class when placing students. When the teacher(s) responsible for teaching the multi-grade class believe(s) that a problem exists which the appropriate administrator may solve (number of students, materials available, etc.), he/she will discuss the problem with the administrator.
- D. Any teacher may recommend in writing to his/her principal, immediate supervisor or school psychologist the testing and evaluation of any student considered by the teacher to be eligible for exceptional student education classes.

## ARTICLE VII

### TEACHER AUTHORITY AND DISCIPLINE

- A. Teachers will be expected to be the first line of discipline for students according to expectations established at each school level.
- B. A teacher has a right to send a student to the office whenever a student is involved in a disturbance in the classroom. The teacher will notify the office immediately when a student is sent to the office.
- C. It is the responsibility of the administration to determine and administer discipline in accordance with the Student Conduct and Discipline Code. Deviations from the code will be followed by a conference with the referring teacher regarding the action taken. Written records of administrative disciplinary action shall be maintained on students referred to them by teachers. Such records will be made available to teachers.
- D. The foregoing shall not be subject to the grievance procedure and shall not be considered a "grievance."
- E. Any case of assault upon a teacher shall be promptly reported to the principal or his/her designee. A Board representative will advise the teacher of his/her rights and obligations with respect to such assault.
- F. No complaint or reference to a complaint made against a teacher shall be included in the teachers' personnel file, unless the matter is first reported to the teacher in writing.
  - 1. When a teacher is involved in circumstances which he/she believes could lead to dismissal or to a return to annual contract, the teacher may have Association representation at any conference between the school administrator(s) and the teacher which relates to the matter.
  - 2. LEGAL COUNSEL FOR EMPLOYEES. All cases of assault involving a teacher shall be promptly reported by the teacher through the building principal who shall then immediately notify the Office of the Superintendent so that an investigation of the assault can begin. The Board may provide legal counsel to advise the teacher of his/her rights and obligations with respect to the assault.
- G. Teachers shall report school related damages and/or destruction of personal property to the principal. The Board may reimburse teachers for such damages and/or destruction of personal property.
- H. Guidance counselors normally will not be expected to discipline or punish students, but may be required to do so in some incidents.
- I. Teachers, when acting within the scope of their authority, may use force as necessary to protect themselves.
- J. The administration shall make available to teachers prior to the opening of school, rules and regulations governing the use of corporal punishment.

## **ARTICLE VIII**

### **TEACHER DUTY DAY**

- A. The length of the teacher work day on student contact days shall be seven and one-half (7 ½) continuous hours. Teachers shall be required to report for duty at time established by building principal.
  - 1. The length of day on non-student contact days shall be six (6) continuous hours inclusive on lunch.
  - 2. Instructional personnel will be dismissed fifteen (15) minutes after the normal student dismissal time on days preceding a non-student attendance day. The normal dismissal time is considered to be the normal release time at the close of a full day of school.
- B. All teachers shall be entitled to a lunch period of not less than thirty (30) consecutive minutes. The building principal may, but will not be required to, assign teachers lunchroom responsibilities.
- C. All elementary teachers, including special subject teachers, shall have at least thirty (30) minutes relief period; and all secondary teachers with four (4) or more substantially different preparations (as determined by the principal and subject to review by the Superintendent or his designee) shall have one (1) continuous period of fifty (50) minutes of planning during the student's school day unless Federal or State program requirements deem otherwise. This is to be in addition to the teacher's lunch period. Secondary teachers may volunteer to teach four (4) or more courses with substantially different preparations without being provided a continuous period of fifty (50) minutes for planning during the student's day.
- D. Teacher participation in extra-curricular activities will be strictly voluntary.

## **ARTICLE IX**

### **TRANSFERS AND REASSIGNMENTS**

- A. Teachers who desire a change in grade and/or subject assignment involving a transfer to another school or position shall file a written statement of such desire with the Superintendent. Any request to be reassigned shall be discussed with the principal or principals involved.
- B. No assignments for a new position in the school district shall be made until requests for reassignment or transfer have been reviewed.
- C. Teachers who have requested transfer or reassignment shall be notified in writing of the administration's action on said transfer and reassignment as soon as action is taken.
- D. When a reduction in the number of teachers in a school necessitates transfers, all volunteers shall be first considered. Written notices of transfer will be given to the teachers concerned as soon as practicable.
- E. When involuntary transfers are necessary, lists of positions in other school shall be made available to all teachers being transferred.
- F. Transfer and/or reassignments will not be used as punitive or disciplinary measures.
- G. The foregoing shall not be construed in such a way to prohibit the Board from providing a racially balanced staff in each school.
- H. Special talents or expertise needed for the implementation of a new program, but not found on the school district staff, should be sought through retraining of existing staff whenever practical.

## **ARTICLE X**

### **VACANCIES AND PROMOTIONS**

- A. All openings of promotional, extra-compensation, new positions, and vacancies of a permanent nature (i.e. for a period of time exceeding four (4) months) shall be posted by the Superintendent or his designee.
  - 1. These notices shall be posted in the offices and employee lounges of all buildings. The notices shall include the title of the position, if known, the qualifications needed, deadline for filing of application, and any other pertinent information.
  - 2. All positions for summer school employment shall be posted by May 1, or as soon as the position is available, prior to the start of summer school.
- B. Such notices shall be posted with ten (10) days following the establishment of such positions or the occurrence of a vacancy and at least five (5) days prior to the position being filled.
- C. The applicant can secure the application from the Superintendent's office or by mail. If the application is on file, it can be updated.
- D. All qualifications being equal, preference will be given to applicants from within the school system.
- E. Employees desiring to be informed of promotional or extra-compensation positions occurring during June and July shall prior to May 15<sup>th</sup>, register in writing his/her desire with the office of the Superintendent and include his/her address during June and July. Employees will be notified of such positions as they occur.
- F. The Board may, in cases of emergency, temporarily fill such positions or vacancies until the foregoing procedure can be followed. Temporary positions shall be limited to four (4) months or until the end of the fiscal year, whichever may occur first. Those temporary positions extending beyond such time shall be terminated and if the position is deemed needed will be posted and filled in accordance with this article.
- G. In the selection of aides for individual teachers, the teacher shall be allowed to submit to the principal their recommendation. The principal shall however, retain full and complete authority and discretion in making the final nominations to the Superintendent.

## **ARTICLE XI**

### **TEACHER EVALUATION**

The following procedure shall be used by administrators in their evaluation of teacher performance.

- A. All teachers shall be given a copy of the evaluation criteria and assessment form by October 1 of the regular school term. This shall include an explanation and discussion of the evaluation process.
- B. Within ten (10) days following each visitation and prior to a subsequent visitation, the evaluator shall meet the teacher to discuss the written report of the teacher's strengths and weaknesses. The evaluator and the teacher shall sign the report before it is placed in the teacher's personnel file. Such signature by the teacher only acknowledges that he/she has read the report and does not necessarily indicate agreement with its content.
- C. Observations and monitoring of teachers shall be conducted openly and with the full knowledge of the teacher. The evaluator shall have the right of visitation without advance notice.
- D. The teacher will receive a copy of all written reports made by the principal/evaluator to be placed in his/her personnel file. In the event a teacher disagrees with any such reports, he/she will have the opportunity to refute in writing any given item or items within it and the response(s) will be placed in the personnel file.
- E. In order that each teacher may be aware of his/her strengths and weaknesses, a written teacher evaluation will be given to each teacher. The written evaluation will include strengths and deficiencies, a statement of the improvements desired, and a statement of how to attain the desired improvements.

## **ARTICLE XII**

### **REDUCTION IN PERSONNEL**

A. 1. In the event the Board determines that staff must be reduced, non-tenured teachers will be laid off before teachers with tenure within a subject or certification area. (example – if all certified non-tenured math teachers are needed and a tenured Latin teacher is not needed, the Latin teacher would be laid off.) A tenured teacher whose job in a specific area is eliminated will, if certified in another area, be placed in the other area for which he/she is certified provided this would not eliminate another tenured teacher's position. When subject areas are considered by the Superintendent for elimination of units, teachers of these classes affected will be notified as soon as possible.

2. If a tenured teacher is assigned to teach a subject for which he/she is not certified, the School Board will reimburse (based on the provisions below) that individual the cost of passing the appropriate state Subject Area Exam, as well as the cost of having the appropriate subject area coverage added to his/her professional certificate.

If course work and/or staff development training components are required in lieu of a passing score on an appropriate Subject Area Exam the Board will reimburse (based on the provisions below) that individual the cost of taking the course work and/or staff development component.

The following provisions must be met, so that reimbursement can be made:

- The need for this additional course work and/or training needs to be documented in the teacher's current Individual Professional Development Plan.
- The teacher must provide the district documentation of successful completion of the course and/or staff development training.
- The teacher must provide documentation of the cost incurred to take the course and/or staff development training.

B. Recall:

1. Teachers shall be recalled first in reverse order of lay-off based upon subject area and/or grade level.

2. No new teachers shall be hired in a laid-off teacher's subject area or grade level until all certified and fully approved laid-off teachers from that subject area or grade level have been recalled or have declined or failed to accept recall.

3. Within fifteen (15) days of the receipt of a letter of recall, a teacher shall notify the Superintendent's office in writing whether he/she will accept re-employment. Failure to respond to the letter of recall with the time required automatically terminates the teacher's rights of recall. Each teacher shall notify the Superintendent's office in writing of an address to which a letter of recall shall be mailed. Such letter shall be mailed to the teacher at said address.

C. In the event of a lay-off pursuant to this section, leave of absence without pay may be granted to any and all teaching staff affected by this reduction provided they apply.

D. A recall period shall not extend beyond two (2) years or two (2) offers whichever shall come first.

- E. Any teacher who would have qualified for retirement during the reduction year, and has at least five (5) years continuous local teaching experience shall be permitted to teach that year so as to acquire needed service.

## ARTICLE XIII

### LEAVES

- A. Four (4) days of advance sick leave shall be credited to each teacher at the beginning of the school year and one (1) for each month accumulative to the number of months under contract. (10 days for 10 months, 11 days for 11 months, 12 days for 12 months) In addition, six weeks summer school personnel shall earn one and one-half (1 ½) days of sick leave.
- B. Teachers shall be granted five (5) days personal leave per year to be deducted from sick leave. These days are non-accumulative. Personal leave days may be used for any purpose at the discretion of the teacher. (1/8/02)
- C. The total unused portion of the annual sick leave allowance shall be permitted to accumulate in accordance with Florida Statutes.
- D. The Board shall grant family leave in accordance with Florida Statutes. (1/8/02)
- E. A pregnant teacher may continue to work as late in pregnancy as she desires, provided she is able to carry out her normal duties.
- F. Sick leave days accumulated by a teacher prior to a leave of absence shall be credited to the teacher upon his/her return.
- G. Annual and accumulated sick leave day may be used for the following situations:
  - 1. Personal illness of the teacher, which shall include temporary medical illness or disability related to pregnancy. It is understood and agreed that the normal nine (9) month pregnancy in and of itself shall not be considered as personal illness.
  - 2. Death or serious illness in the immediate family. Immediate family members shall mean husband, wife, father, mother, brother, sister, child or other close relative or member of his/her own household.
  - 3. A district employee may authorize his or her spouse, child, parent, or sibling who is a district employee to use sick leave that has accrued to the authorizing employee. A district employee may transfer a specific number of accumulated sick leave days to any other employee of the district. These days shall be transferred into the Donated Sick Leave Pool to be administered by the payroll department for use only by the specified person to the extent days were donated in their name. These days may not be used until all of his or her sick leave has been depleted, excluding sick leave from a sick leave pool, if the recipient participates in a sick leave pool. Donated sick leave under this provision shall have no terminal value. (School Board Policy 6.35) (1/8/02)
- H. A teacher absent from work because of illness due to a communicable disease or injury related to employment in the district shall suffer no loss of pay and shall not be charged with loss of sick leave for a period of ten (10) days in accordance with Florida Statutes.

- I. Monthly school payroll reports of absence will be posted in each school by the building principal. Teachers will be given the number of days sick leave available for the school year prior to the first pay period.
- J. When a teacher serves on jury duty, the Board shall pay the teacher his/her full salary. Jury duty leave shall be classified as professional leave. A teacher shall return to their duty site within thirty (30) minutes if an hour or more of class duty is possible after in-county court or one-half day's class duty is possible after out-of-county court.
- K. A teacher may request a personal leave without pay for a specified period of up to one (1) year. The request shall be made in writing to the board. The leave request, together with the recommendations of the principal and Superintendent, will be submitted to the Board. The request shall specify the time of leave and the reason for the request. Personal leave without pay may be requested for:
  - 1. Leave to serve in the Armed Forces.
  - 2. Leave for academic study.
  - 3. Leave for child-rearing (for natural or adopted child).
  - 4. Leave for child bearing.
  - 5. Leave for personal illness or illness in the immediate family.
  - 6. Leave for campaigning for public office.
  - 7. Any other reason deemed appropriate by the administration and Board.

Requests for personal leave without pay may be approved only if the Board is satisfied that the instructional needs of the district can be met.

L. One Year or Less Leave of Absence

Prior to March 15, instructional personnel, returning from a one-year or less leave of absence must submit a written notification to the Superintendent of their intent to return. Such notification will allow returning employees on professional services or continuing contract services status, to receive their same position in the same school. If the position has been done away with, he/she will be offered a position for which they are certified at the same school.

An employee who is on annual contract status, may request a leave of absence, only if they have been approved for reappointment for the next school year. (1/5/10)

If the employee fails to provide proper notification prior to March 15, he/she forfeits their claim to be given their same position. Instead, the individual shall be offered the first vacant position at their former school for which he/she is certified.

Over One Year Leave of Absence

Prior to March 15, instructional personnel returning with over a one year consecutive leave of absence must notify the Superintendent in writing of their intent to return. The returning employee shall be offered the first vacant position at his/her former school for which he/she is qualified.

Prior to February 1, the district will send an “intent to return” form to all instructional personnel currently on an approved leave of absence. This is the form that needs to be returned to the Superintendent prior to March 15.

In the event that more than one teacher from the same school indicates that they plan on returning to work (but fail to provide proper notification prior to March 15), that school administrator will determine the order in which they are recommended for vacant positions for which they are both certified.

- M. Tenure teachers returning from leaves of absences shall retain their tenure upon returning from leave.
- N. Professional leave days and temporary duty days, both with pay, may be granted to teachers for the purpose of:
  - 1. Attending and/or participating in professional meetings relating to educational and organizational workshops, seminars, conferences and conventions sponsored by professional organizations, colleges, universities, or government or private agencies concerned with public school matters.
- O. Teachers who are subpoenaed to appear in court on any school related matter or as a witness in cases to which the teacher is not a party, shall be paid their normal salary without loss of leave.
- P. Up to ten (10) days leave with pay may be granted to teachers to attend summer school. This leave will be used only when it becomes necessary to leave the normal school year early or to arrive back late due to the summer school schedule.
- Q. Teachers shall be permitted to register for educational courses at a nearby university or college when such registration cannot be accomplished during normal off-duty hours. Such time shall be deducted from the teacher’s personal days which have been earned under “Sick Leave.”

## ARTICLE XIV

### **STAFF DEVELOPMENT PROGRAMS**

Recognizing that a quality staff development program is essential in assisting teachers in improving and developing instructional strategies that should increase student academic achievement, it is agreed that:

- A. Teacher staff development programs shall be developed by the Board or its designee after first seeking input from the teachers involved, and shall reflect the needs of the district instructional staff.
- B. The Administration may require participation in one staff development program a year. Additional staff development programs may be required of those teachers with deficiencies noted on their evaluation if such programs are needed and available in the school system.
- C. Staff development during off-duty hours, but required by the District only, shall be paid at the teachers' hourly rate of pay. For other staff development offered during off duty hours, including that which is through special funding, compensation stipends shall be paid at the rate set forth in this contact. (Appendix D)
- D. Attendance at planned activities on "early release days" is required, unless excused by the principal. Whenever possible, inservice points may be earned for activities. These points shall be voluntarily pursued by the participant.
- E. Teachers completing all of the requirements of the National Board for Professional Standards (NBCTs) shall receive the equivalent of 120 inservice points to be used, in accordance with the Florida Bureau of Certification guidelines, towards renewing their professional certificate.

## **ARTICLE XV**

### **ACADEMIC FREEDOM**

No arbitrary limitations shall be placed upon teachers in the study, investigation, presentation and interpretation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning. Use of political material for instructional purpose in the classroom is not forbidden but each teacher must be accountable that his/her presentation is open-minded, fair, responsible, and respectful of the differing opinions of others.

## **ARTICLE XVI**

### **POLITICAL ACTIVITY**

All teachers shall have entire liberty of political action when not engaged actively in their employment, provided such action is within the laws of the United States of America and the State of Florida; and provided further that such action does not impair their usefulness in the respective capacities.

## **ARTICLE XVII**

### **SCHOOL CALENDAR**

- A. The Association may submit recommendations for the school calendar to the Superintendent prior to March 1 of each year for the succeeding year's calendar.
- B. The calendar shall include six (6) paid holidays.
- C. Teachers may leave fifteen (15) minutes after the main buses on a day before a day off and election days. On a day before a day off that is also a shortened school day for students, teachers may leave fifteen (15) minutes after the normal dismissal time. The normal dismissal time is considered to be the normal student release time at the close of a full day of school.
- D. Those teachers intending to attend P.T.A./P.T.O. meetings may leave early after clearing their leaving with the principal.
- E. First and last day of school will be one-half (1/2) day for students.

## **ARTICLE XVIII**

### **PROFESSIONAL COMPENSATION**

- A. The salaries of each teacher covered by this agreement are set forth in the schedule which is attached hereto and made a part of (Appendix C.)
- B. Credit on the salary schedule shall be given a teacher for each year of military service up to a maximum of four (4) years. A minimum of six (6) months military service shall be required to qualify for a year of service. Any teacher previously granted more than four years of credit for such service shall continue to receive such credit as previously given.
- C. For instructional personnel hired after October 1, 1998 and prior to July 1, 2001, the maximum allowable experience for placement on the salary schedule (Appendix C) is 20 years Florida experience and may include a maximum of 10 years out-of-state experience. Four years credit will be given for active military duty, but will not increase the out-of-state experience beyond the ten-year maximum. Credit for teaching experience will only be considered for teaching in a school district accredited by a recognized accrediting agency.

Beginning July 1, 2001, all instructional personnel who were not employed in the district prior to June 30, 2001, will, for placement on the salary schedule (Appendix C), receive full credit for each year of full-time teaching service for which the employee received a satisfactory performance evaluation from a school district accredited by a recognized accrediting agency.

- 1. All teachers having been employed one-half (1/2) or more of the preceding school year shall be credited an additional year of experience as of July 1<sup>st</sup> of each year. This additional year of experience shall be reflected in the first payroll of the school year. After completion of the collective bargaining procedure, the final salary shall be adjusted up or down accordingly over the remaining pay periods of the fiscal year.
- D. Method of Payment
    - 1. At the beginning of each school year, each teacher shall elect one of the following methods of payment: (1) 20 equal payments: (2) 24 equal payments.
    - 2. The schedule of payments shall be a part of Appendix E.
  - E. Deductions for personnel during the regular school term for daily absences not covered by provisions of this Agreement shall be made at the rate of 1/196 of the amount of the annual contractual salary per day.
  - F. Upon authorization by the Superintendent or his designee, any teacher may provide his/her own personal automobile or may otherwise provide his/her own transportation when on school district business and shall upon being so authorized, be reimbursed by the Board at the rate established by Board policy. Such mileage reimbursement shall not include routine travel to and from the teacher's home and the school to which he/she is assigned. The actual cost of other expenses incidental to travel, such as meals and lodging, when on school business, may also be reimbursed by the Board. The Board's general liability insurance policy shall cover teacher's automobiles when used as provided in this paragraph.

- G. The board shall provide terminal pay for accumulated sick leave to all teachers upon application according to Board Policy 6.31 (Terminal Pay), 6.311 (Qualified Retirement Plan), and 6.216 (DROP). If termination is by death of the employee, any terminal pay to which the employee may have been entitled shall be made to their beneficiary upon application.
- H. Performance Based Pay
  - 1. For the 2010-2011 school year, instructional personnel employed by Dixie District Schools will not participate in the district's Merit Award Plan (M.A.P.). *(11/16/10)*
- I. Disbursement of Terminal Pay will be according to Board Policy 6.216 (DROP), 6.31 (Terminal Pay, and 6.311 (Qualified Retirement Plan).
- J. If a teacher is required to serve on the No Child Left Behind's School Improvement Committee (as required by statute) he/she shall be reimbursed at the same rate as a teacher receiving a stipend for the staff development training.
- K. Upon documented completion of the certification process for the National Board for Professional Standards, the School Board will pay the candidate a one time bonus of \$500.
- L. Step increases are to be negotiated annually. *(Granted for the 2011-2012 school year on 10/6/11)*

## **ARTICLE XIX**

### **INSURANCE AND FRINGE BENEFITS**

- A. The Board's payment towards the employee's major health insurance plan will be no less than the prior year's payment.
- B. The Board agrees that should the experience of any insurance program provide a reimbursement or reduction of premium to the Board, that amount of such reimbursement or reduction of premium shall be used to increase the benefits of such insurance or reduce the individual's premium.
- C. In the event that an employee has exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the contractual year, upon payment by the employee to the Board the amount necessary to participate in such program.
- D. Group Insurance Benefits effective for fiscal years 2010/11, 2011/12, and 2012/13:  
The Dixie County School Board offers group insurance plans to all employees and retirees. The School Board employer contribution per fiscal year toward employee group insurance shall be up to \$8499 per employee. This group insurance benefit includes School District designated plans for health insurance, group life insurance, and accidental death and dismemberment insurance. At the annual renewal of insurance plans, the District Insurance Committee shall make recommendations and the School District shall select, approve, and offer the plans to employees. Retiree health plans are offered with the retiree assuming cost of the full insurance premium.

## **ARTICLE XX**

### **SICK LEAVE BANK**

#### **A. Membership**

Employees having been employed full-time for one (1) year and having at least four (4) accrued sick leave days from the prior year as of the date of application for membership, may enroll in the sick leave bank by voluntarily contributing a sick leave day to the bank. Each employee may not contribute more than one (1) sick leave day, except as hereafter provided. Sick leave days donated to the bank by employees will not be returned to employees except as hereafter provided.

The sick leave bank shall be open for enrollment at the beginning of each school year.

#### **B. Duration and Replenishment**

1. The sick leave bank will remain in existence for the duration of this contract or as mutually extended.
2. When the number of unused sick leave days in the bank is reduced to thirty percent (30%) of the number of members of the bank, the bank will be replenished in the following manner:
  - a. During the two (2) month period following the date when the bank reaches the thirty percent (30%) point, each member will decide whether to continue as a member of the bank.
  - b. A member who chooses to no longer participate in the bank will not be able to withdraw any sick leave already contributed to the bank.
  - c. A member who chooses to continue participating in the bank will contribute one-half (1/2) day of accrued leave to the bank.
  - d. A member drawing from the bank, or with no accrued sick leave days at the time the bank reaches the thirty percent (30%) point, may choose to continue participating in the bank by contributing the next one-half (1/2) day of accrued sick leave to the bank, regardless of whether or not it is earned within the two (2) month period set forth in subsection B.2.a. above.

#### **C. Administration**

1. The sick leave bank will be administered by the personnel Department. Forms may be obtained by participating employees from the Personnel Officer.
2. An overview committee will be formed to review the administration of the bank and determine eligibility as set forth in subsection 4.
3. The committee will be composed of two (2) voting representatives appointed by the Superintendent and three (3) voting representatives appointed by the Association.

4. In the event of allegations of misuse or differing medical opinions as to disability and severity of illness and request for use of the bank, the committee will be the final judgment body. On any finding of abuse by member, the member shall repay all the sick leave credits drawn from the sick leave bank.

D. Benefits

1. In the event a member of the bank suffers a catastrophic illness, accident or injury (i.e. one causing the member to be unable to work for a prolonged (twenty (20) continuous working days) period of time), the member may apply for paid sick leave from the bank in the following manner:
  - a. All accumulated sick leave and annual leave of the member must first be expended.
  - b. Before the first benefits for a member can be drawn from the bank, the member must undergo an unpaid leave of five (5) continuous working days.
  - c. Each time a member wished to draw benefits from the bank, an application must be made to the bank, submitting medical certification and justification for the protracted leave.
  - d. A maximum of thirty (30) paid work days may be received from the bank by a member in a twelve (12) month period.
2. Each application for sick leave bank benefits is subject to approval by the sick leave bank overview committee. An application must be approved by a majority vote of the entire committee.

E. Discontinuation

This agreement shall remain in effect until its discontinuation is mutually agreed upon by the Association and the School Board. Within two (2) months of the expiration of the sick leave bank by agreement between the Board and the Association, unused sick leave in the bank will be distributed in the following manner, if legally permissible:

1. Members currently drawing benefits will receive benefits from the bank according to their medical certification and the number of days awarded by the committee.
2. If the number of sick leave days is equal or greater than the number of members currently in the bank, each member will receive one (1) of the unused days to be credited to his/her personal accumulated sick leave account. Those days exceeding the number of members in the bank will not be returned to the employees and will be removed from the records of the Board.
3. If the number of unused sick leave days in the bank is at least equal to one-half (1/2) of the number of members in the bank, each member will receive one-half of one of the unused days to be credited to his/her personal sick leave account. Those days exceeding one-half (1/2) the number of members in the bank will not be returned to the employees and will be removed from the records of the Board.
4. If the number of unused sick leave days in the bank is less than one-half (1/2) of the number of members in the bank, all of the unused days will not be returned to employees and will be removed from the records of the Board.

## ARTICLE XXI

### MANAGEMENT RIGHTS

The Board retains and reserves all power, right authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Florida and of the United States, unless expressly limited by other articles and/or sections of this Agreement.

- The administration reserves the right to notify annual contract instructional personnel of reappointment or non-reappointment for the following school year until May 15 of the current school year. *(11/16/10)*
- All supplements will be under the jurisdiction of the administration. However, all extra-curricular supplements will be advertised for a minimum of five (5) work days before being filled. Supplements may be used by the administration to meet the requirements of Florida Statutes in the area of Differentiated pay. All available supplements will be listed on the District website and updated quarterly. *(10/6/11)*

## **ARTICLE XXII**

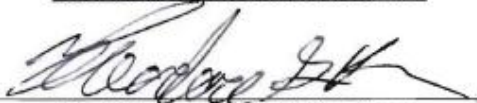
### **MISCELLANEOUS**

- A. This Agreement constitutes the entire agreement between the parties and except as provided herein includes collective bargaining for the term of this agreement.
- B. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, it shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall contrary to or inconsistent with the terms of this Agreement.
- D. Individual contracts between the Board and an individual employee shall be made according to the terms of this Agreement.
- E. In lieu of printing copies of the Agreement, the Board instead can place the final ratified Agreement on the district web page. Upon request a printed copy will be provided to the member of the bargaining unit. The cost of this will be divided evenly between the School Board and the Union.

**TERM OF AGREEMENT**

A. This agreement shall be in effect *July 1, 2011* and shall continue in effect through *June 30, 2012*.

**DIXIE COUNTY  
EDUCATION ASSOCIATION**

  
\_\_\_\_\_  
Ted Boorum, DCEA President


  
\_\_\_\_\_  
Kim Tucker, Bargaining Chairman

  
\_\_\_\_\_  
Dianna Robinson, Team Member

**SCHOOL BOARD  
OF DIXIE COUNTY**

  
\_\_\_\_\_  
Mark A. Rains, Superintendent

  
\_\_\_\_\_  
Timothy W. Alexander, Board Chairman

  
\_\_\_\_\_  
Buddy Schofield, Team Member

  
\_\_\_\_\_  
Jennifer Ellison, School Board Attorney

**APPENDIX A**

**AUTHORIZATION FOR REPRESENTATION**  
**AND**  
**THE DEDUCTION OF DUES**

I, \_\_\_\_\_, and an employee assigned to \_\_\_\_\_, and an employee of the Dixie County School Board, by the execution of this authorization form select and designate the Dixie County Education Association as my collective bargaining representative in all matters pertaining to the wages, hours, and condition of employment accorded or to be accorded me by my employer. By the execution of this authorization I hereby authorize the Dixie County Education Association to act as my collective representative pursuant to the provisions of Florida Statutes 447.009 (1) 447.009 (2).

I further authorize my employer, pursuant to Florida Statutes 447.007, to deduct dues which I am obligated to pay by reason of my membership in the Dixie County Education Association. This written authorization is revocable by me upon thirty (30) days written notice tendered by me to my employer and the Dixie County Education Association.

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone Number

- *Association Dues are not necessarily tax deductible*

**APPENDIX B**

**OFFICIAL GRIEVANCE FORM**

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

School: \_\_\_\_\_ Position: \_\_\_\_\_

Home Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**LEVEL I**

A. Date cause of grievance occurred: \_\_\_\_\_

A. Relates to Article(s) \_\_\_\_\_ of contract.

B. Related to policies, practices, rules of law: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Statement of grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Relief sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

E. Disposition by immediate supervisor: \_\_\_\_\_  
\_\_\_\_\_

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

1 copy to immediate supervisor	Decision Appealed
1 copy to Association	
1 copy to grievant	Decision Accepted

**APPENDIX C  
DIXIE DISTRICT SCHOOLS  
SALARY INFORMATION  
2011-2012**

**INSTRUCTIONAL**

Level - Years Experience	Instructional Teacher I (IT1) Bachelors 196 Days Hourly 21.58-33.74	Instructional Teacher (IT3) Masters 196 Days Hourly 23.23-35.45	Instructional Teacher (IT6) Specialists 196 Days Hourly 23.59-35.82	Instructional Teacher (IT7) Doctorate 196 Days Hourly 23.73-35.97				
<b>***Hourly Rate based on 1446 hours per DCEA Instructional Contract</b>								
	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>
0	31,200	21.58	33,592	23.23	34,112	23.59	34,320	23.73
1	31,200	21.58	33,592	23.23	34,112	23.59	34,320	23.73
2	31,948	22.09	34,423	23.81	34,962	24.18	35,177	24.33
3	32,680	22.60	35,155	24.31	35,694	24.68	35,909	24.83
4	33,411	23.11	35,886	24.82	36,425	25.19	36,640	25.34
5	34,143	23.61	36,618	25.32	37,157	25.70	37,372	25.85
6	34,875	24.12	37,351	25.83	37,889	26.20	38,105	26.35
7	35,608	24.63	38,083	26.34	38,621	26.71	38,837	26.86
8	36,340	25.13	38,815	26.84	39,354	27.22	39,569	27.36
9	37,071	25.64	39,546	27.35	40,085	27.72	40,300	27.87
10	37,803	26.14	40,278	27.85	40,817	28.23	41,032	28.38
11	38,535	26.65	41,010	28.36	41,549	28.73	41,764	28.88
12	39,267	27.16	41,742	28.87	42,281	29.24	42,496	29.39
13	39,999	27.66	42,475	29.37	43,013	29.75	43,229	29.90
14	40,731	28.17	43,206	29.88	43,744	30.25	43,960	30.40
15	41,463	28.67	43,938	30.39	44,477	30.76	44,692	30.91
16	42,195	29.18	44,670	30.89	45,209	31.26	45,424	31.41
17	42,927	29.69	45,402	31.40	45,941	31.77	46,156	31.92
18	43,659	30.19	46,134	31.90	46,673	32.28	46,888	32.43
19	44,390	30.70	46,866	32.41	47,404	32.78	47,620	32.93
20	45,122	31.20	47,598	32.92	48,136	33.29	48,352	33.44
21	45,855	31.71	48,330	33.42	48,869	33.80	49,084	33.94
22	46,587	32.22	49,062	33.93	49,601	34.30	49,816	34.45
23	47,319	32.72	49,794	34.44	50,333	34.81	50,548	34.96
24	48,050	33.23	50,525	34.94	51,064	35.31	51,279	35.46
25	48,782	33.74	51,257	35.45	51,796	35.82	52,011	35.97

**IT1: Instructional Teacher with Bachelors Degree**

**IT3: Instructional Teacher with Masters Degree**

**IT6: Instructional Teacher with Specialists Degree**

**IT7: Instructional Teacher with Doctorate Degree**

**JROTC Instructors:**

*Term of employment is for 11 months to be paid at level one Instructional Salary Schedule commensurate with educational degree, plus the Army's reimbursement to the school district (approved by School Board 6/29/00)*

*JROTC Instructors hired after March 1, 2008: Term of employment is eleven (11) months to be paid at the Army's Minimum Instructor Pay (MIP). (approved by School Board 3/11/08)*

**APPENDIX C  
DIXIE DISTRICT SCHOOLS  
SALARY INFORMATION  
2011-2012**

**INSTRUCTIONAL**

Level - Years Experience	Instructional Teacher I (IT1) Bachelors 196 Days Hourly 21.58-33.74	Instructional Teacher (IT3) Masters 196 Days Hourly 23.23-35.45	Instructional Teacher (IT6) Specialists 196 Days Hourly 23.59-35.82	Instructional Teacher (IT7) Doctorate 196 Days Hourly 23.73-35.97				
<i>***Hourly Rate based on 1446 hours per DCEA Instructional Contract</i>								
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
0	31,200	21.58	33,592	23.23	34,112	23.59	34,320	23.73
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8	36,340	25.13	38,815	26.84	39,354	27.22	39,569	27.36
9	37,071	25.64	39,546	27.35	40,085	27.72	40,300	27.87
10	37,803	26.14	40,278	27.85	40,817	28.23	41,032	28.38
11	38,535	26.65	41,010	28.36	41,549	28.73	41,764	28.88
12	39,267	27.16	41,742	28.87	42,281	29.24	42,496	29.39
13	39,999	27.66	42,475	29.37	43,013	29.75	43,229	29.90
14	40,731	28.17	43,206	29.88	43,744	30.25	43,960	30.40
15	41,463	28.67	43,938	30.39	44,477	30.76	44,692	30.91
16	42,195	29.18	44,670	30.89	45,209	31.26	45,424	31.41
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22	46,587	32.22	49,062	33.93	49,601	34.30	49,816	34.45
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25	48,782	33.74	51,257	35.45	51,796	35.82	52,011	35.97

**IT1:** Instructional Teacher with Bachelors Degree

**IT3:** Instructional Teacher with Masters Degree

**IT6:** Instructional Teacher with Specialists Degree

**IT7:** Instructional Teacher with Doctorate Degree

**JROTC Instructors:**

*Term of employment is for 11 months to be paid at level one Instructional Salary Schedule commensurate with educational degree, plus the Army's reimbursement to the school district (approved by School Board 6/29/00)*

*JROTC Instructors hired after March 1, 2008: Term of employment is eleven (11) months to be paid at the Army's Minimum Instructor Pay (MIP). (approved by School Board 3/11/08)*

## APPENDIX D

### **HOURLY WAGE SCHEDULE FOR INSTRUCTIONAL PERSONNEL**

Beginning December 1, 2010, the Board will determine the hourly rate for these job classifications, with the rate being no less than \$25 an hour.

Homebound Teacher  
Summer School Teacher  
Extended School Day Teacher  
Before/After School Tutoring  
7<sup>th</sup> Period Teacher  
Compensatory Education Teacher  
Saturday School Teacher  
IEP Staffings (Representative Teachers)  
GED Teachers  
Community Education  
Stipends for Instructional Personnel (11/16/10)

Beginning June 14, 2010, the hourly rate for the following job classifications will be their normal hourly rate.

Eleven Month Instructional Employees  
Twelve Month Instructional Employees  
Technology Specialist  
Title I Coordinator  
Pre-K Coordinator  
Program Specialist for ESE  
Teacher on Special Assignment  
Reading Coaches

Hourly rate for Non-Degree Instructors:

Year's Exp.	Rate
0	\$12.00
1	\$12.50
4	\$13.00
5	\$13.50

## **APPENDIX E**

### **METHOD OF COMPENSATION**

- A. At the beginning of each school year, each teacher shall elect one of the following methods of payment:
1. Twenty (20) equal payments with the final payment to be made within ten (10) working days following the last day of the contractual year.
  2. Twenty-four (24) equal payments with the final payment to be in a lump sum within ten (10) working days following the last day of the contractual year.
- B. Within two (2) days of the beginning of the school term, individuals may elect either of the above methods of payment.
- C. The first payment will be paid on the last day of August of each year of this agreement. Subsequent payments will fall on the 16<sup>th</sup> and the last day of each succeeding month.
- If the approved school calendar requires instructional personnel to report to work on or before August 1<sup>st</sup> of a year, instructional personnel will be paid on the 16<sup>th</sup> of August. Subsequent payments will fall on the last day of August and the 16<sup>th</sup> and last day of each succeeding month.
- D. The payment due on December 31<sup>st</sup> will be paid on the last working day before winter break.
- E. No partial payments will be paid in advance of the scheduled payments.
- F. In the event that payment is on a holiday, weekend, or any non-duty day, such payment shall be made on the last previous duty day, with the exception of the final payment of the contractual year.
- G. Should a teacher fail to have earned sufficient time for a full payment, payment will be made based on the actual credit accumulated.