

Strikethroughs are deletions, *bold italics are additions*

ARTICLE V - EQUITABLE DUTY COMMITTEE

4. *A duty is an activity beyond contract hours up to ninety (90) minutes. If a duty extends beyond 90 minutes, it will be counted as two duties.****

***in addition to this new language, a Memorandum of Agreement will be entered upon for the 2006-07 school year only that states the following:

“In the event that the aggregate number of duties is more than the year before because some activities count as more than one duty, it will not be subject to the grievance procedure for the 2006-07 school year. However, the aggregate number of duties for the 2006-07 school year will not exceed twelve (12) duties.”

ARTICLE VI - TEACHING CONDITIONS

- B. The Board shall equitably provide each ~~school~~ *teacher* with adequate materials required in daily teaching responsibilities as are required to meet the Board's desired educational standards.
- L. Elementary teachers may use the time during which their students are in special classes as preparation/~~conference~~ periods. Exceptional student education teachers are entitled to a preparation/~~conference~~ period the same as elementary classroom teachers. The preparation period *will* not be preempted for duty or activities not related to lesson planning and preparation.
- N. Teachers may be assigned equitably a maximum of twelve (12) supervisory and professional duties prior to the time when they would otherwise be required to report for duty in the morning or subsequent to the time they would normally leave in the afternoon. Teachers are not required to ~~perform~~ *participate in* more than one ~~duty~~ *activity* during any one week. The aggregate number of such duties should not exceed that of prior years unless conditions clearly require an increase. Teachers working beyond the prior year's aggregate number of duties shall be paid the hourly rate as prescribed in Appendix G.
- V. **(replaces current contract language)** *Reduce Paperwork and Data Collection and Reporting Requirements (CS/HB 7087, 2006) --Beginning with the 2006-2007 school year:*
- a) *The district school board shall designate a member of the Association to serve as the teacher representative to speak on behalf of the district's teachers regarding paperwork and data collection reduction.*
 - b) *Each district school board must provide the school community with an efficient method for the school community to communicate with the classroom teacher designee regarding possible paperwork and data collection burdens and potential solutions.*
 - c) *The teacher designee shall annually report his or her findings and potential solutions to the school board.*

W. The District and the Association shall continue to work together in an effort to make the SEMS substitute call-in system a viable system for all employees.

Reasonable effort will be made *by the District* to:

- Provide an adequate pool of qualified substitutes,
- Minimize meetings and training sessions on Fridays and any day prior to or immediately following a holiday,
- Avoid overlapping district-wide training activities.

Reasonable effort will be made by the teacher to:

- Report absences to the SEMS as soon as possible,
- Report TDE absences and any other planned absence to the SEMS system as far in advance as possible.

DD. Peer Teachers for teachers participating in the new teacher orientation program will receive a stipend of \$500 per year for consulting with one first- or second-year teacher and an additional \$500 for a second teacher. Peer teachers will also receive two days of release time for each beginning teacher assigned for attendance at training, consultation, planning and review of materials. A Peer Teacher may not be assigned more than two beginning teachers.

EE. The Association may participate in any beginning of the year new teacher orientation programs.

GG. Literacy Coach (Title II Project)

~~*If this program continues beyond this year the union and management will discuss the rotation of these positions to allow for recency of experience in the classroom. No literacy coach will be placed in a school where they have taught in the past 6 years.*~~

Literacy Coaches will be paid the hourly rate for training if they are required to train outside their normal contract hours unless arrangements are agreed to on flex time before the training occurs.

ARTICLE VIII - TEACHERS AUTHORITY AND PROTECTION

F. Personnel files and letters of reprimand: At the request of an employee, written reprimands, material of a derogatory nature or complaints in an employee's personnel file may be appended with the notice that the material is no longer relevant for disciplinary purposes, provided there has not been a recent incident of a similar problem or complaint.

ARTICLE X - TRANSFERS AND REASSIGNMENTS

5. Employees receiving an involuntary reassignment during the school year at another school shall receive (2) two preparation days prior to the start of the involuntary assignment.

ARTICLE XII – Leaves**A. Sick Leave**

1. ...Sick leave shall be taken in one-half (.50) or full days. (However, in case of an emergency during the work day or in instances where a substitute teacher can be scheduled in advance, it can be taken in one-quarter (.25), one-half (.50) or three-quarters (.75) days).

Effective November 29, 2006, sick leave shall be taken in hourly increments. In the event an absence exceeds five (5) consecutive work days, a certificate from a licensed physician shall accompany the Sick Leave Claim.

N. Child's School Events

Teachers with children attending a public school may have up to one (1) day TDE per year to attend their children's school events or parent/teacher conferences. Absences must be coordinated with the teacher's principal to ensure coverage for the teacher. Such leave shall not be for going on field trips with their child.

N. Bereavement Leave

Any employee who suffers the death of an immediate family member will be granted bereavement leave in the following manner:

- 1. If the funeral is to be held within 250 miles of the employee's home – the employee shall be allowed to utilize a maximum of three (3) days of bereavement leave.***
- 2. If the funeral is to be held more than 250 miles from the employee's home – the employee shall be allowed to utilize a maximum of five (5) days of bereavement leave.***
- 3. All full-time employees will be credited with paid 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 their current in-law or step-relative counterparts.***
- 4. Employees will be credited with the paid bereavement leave on a fiscal year basis. Bereavement leave must be taken within one week of the loss and is not cumulative. Employees will not be paid bereavement for days not scheduled to work. Employees are required to attach a copy of the obituary or other satisfactory document to the leave request form.***
- 5. The use of bereavement leave does not prevent the employee for taking additional sick leave or unpaid leave.***
- 6. Bereavement leave may be used once during a school year.***

ARTICLE XXI – WAIVER PROCEDURE

1. Any waiver must be in writing, posted for three (3) working days, and must specify the contractual provision(s) to be waived, the nature and duration of the waiver and the employees affected by the waiver. Such waiver shall be approved by the School Advisory Councils (SAC's). ***Waivers to the contract that will take effect at the beginning of the next***

school year must be approved by 80% of the school's instructional personnel no later than April 30th.

3. There shall be a 36-hour minimum between the full disclosure meeting (#2 above) and any waiver vote. *The voting period for a contract waiver will not exceed one (1) school day. The voting date, time and place will be announced and posted seventy-two (72) hours in advance of the vote. If a teacher knows in advance that they will be absent the day of the contract vote, they may arrange with the principal and the OCEA building representative to jointly provide the casting of an absentee ballot in advance. Proxy voting and voting by phone will not be allowed.*

ARTICLE XIX PROFESSIONAL COMPENSATION

O. A teacher who obtains and maintains the ESOL endorsement on his/her teaching certificate will receive \$150 per school year.

P. Teachers may volunteer to supervise activities with administrative responsibilities for \$30 per hour. Teachers shall clearly accept the additional responsibilities for maintaining the facility. Management shall clearly invest in the individual the ability to make immediate decisions as to the facility and the activity for which they are in charge.

Q. When a teacher agrees to act as a substitute teacher during his/her preparation period, he/she will be paid \$15 for each class period.

R. The hourly training rate for workshops, training, and in-services outside of a teacher's contract hours will be paid the hourly training rate of \$13 per hour and be effective July 1, 2007.

The Association and the District will enter into a Memorandum of Agreement to re-open the following items after a new superintendent has taken office.

ARTICLE VII - CLASS SIZE AND CLASS LOAD

- A. The Board will make efforts within reason to assure that teacher-pupil ratios are equitable within schools. *Recognizing that the State of Florida expects all students to make adequate yearly progress and that teachers are held accountable for said progress, the Board will make every effort to ensure that teacher-pupil ratios are equitable within schools and that students are distributed in such a way that no one teacher is tasked with any particular subgroup.*

ARTICLE X - TRANSFERS AND REASSIGNMENTS

C. Involuntary Transfers

4. No employee shall be involuntarily transferred until management has first given qualified employees the opportunity to transfer voluntarily. When an involuntary transfer or reassignment is necessary, a teacher's (1) areas of certification, (2) length of continuous service within the bargaining unit, and (3) evaluation reports of service within the bargaining unit, will be considered in the order listed in determining which teachers are to be transferred or reassigned. *Involuntary transfers shall not be arbitrary, capricious, nor based upon one year's student test scores.* In exceptional cases where the problem calling for the transfer or reassignment cannot be resolved because of the limits of the above criteria, a unilateral transfer may be made by the Superintendent. Full justification will be provided the teacher involved and become a matter of record.

ARTICLE XVIII - SCHOOL CALENDAR

- F. *Beginning in January 2007, students will be dismissed early by three (3) hours during the months without a teacher workday, in order for teachers to plan, attend in-services and hold parent conferences. All future school calendars will include early student release days each month of the school calendar.*