

AGREEMENT

BETWEEN

THE SCHOOL BOARD OF

LAFAYETTE COUNTY

AND THE

LAFAYETTE

EDUCATION ASSOCIATION

2019-2022

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PREAMBLE

This Agreement, entered into this June 5, 2017, by and between the School Board of Lafayette County, Florida, hereinafter called the "Board", and the Lafayette Education Association, hereinafter called the "Association", and constitutes the entire agreement of the parties.

WITNESSETH:

The parties having negotiated in good faith the wages, hours, and other terms and conditions of employment have reached this agreement as follows:

I. RECOGNITION

The Association agrees to negotiate with the Board through the Chief Executive Officer or his designee. The Board hereby recognizes the Association as the exclusive bargaining representative for the unit as defined by the Florida Public Employees Relations Commission in the order entered in Case No. 8H-RA 754-1083 (Certificate #100) issued on July 3, 1975. The parties agree that new positions or titles may be subject to unit clarification procedures as provided under P.E.R.C. rules and regulations.

II. ASSOCIATION AND TEACHER RIGHTS

Section 1.

The Lafayette Education Association shall have the right to use school facilities and buildings for meetings and any classroom equipment, provided:

- a. prior arrangements, including scheduling and changes are made with the principal or his designee;
- b. no equipment leaves the school premises without prior approval of the principal or his designee;
- c. all equipment operation is under the supervision of the person responsible for such machine or equipment;
- d. the Association furnishes materials and supplies incident to such use;
- e. said facilities and equipment are used only for local Association use;

Section 2.

The Board agrees that all teachers shall be free to join and support or refrain from joining the Association; that it will not discriminate against any teacher with respect to wages, hours, terms or conditions of employment by reason of his membership in the Association and his participation in any lawful activities of the Association.

Section 3.

Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Florida School Laws or other applicable laws.

Section 4.

Duly authorized representatives of the Association shall be permitted to transact official Association business provided that it does not interfere with or disrupt teaching responsibilities.

Section 5.

Upon request, the Board agrees to furnish within three (3) working days to the Association one copy of available information concerning the financial resources and condition of the school district, including but not limited to:

- a. annual financial reports and audits;
- b. register of certificated personnel;
- c. tentative budgetary proposals upon presentation to the Board;
- d. program requirements and guidelines for allocations;
- e. financial statements when presented to the Board;
- f. names, addresses of all teachers employed by the Lafayette County School Board including salaries, educational background and years experience;
- g. pupil enrollment and attendance data;

and any such information as will assist the Association in developing intelligent, accurate informed and constructive programs on behalf of the teachers and students. The school board meeting agendas and minutes are posted on the website.

Section 6.

The Association shall be allowed upon request to present brief reports and/or announcements at the conclusion of faculty meetings.

Section 7.

The administration will request teachers to give advisory input into the selection of textbooks, school supplies, equipment, and materials that pertain to their respective curricula.

Section 8.

The Board agrees to continue payroll deduction for those programs currently in force. Prior to a new program being eligible for payroll deduction, twelve percent (12%) of all employees of the Board must have a desire to participate in such program. For continued eligibility, the program must maintain a minimum of 5% of all employees.

Section 9.

The Board shall deduct from the pay of each teacher all current membership dues of the Association, provided that at the time of such deduction there is in the possession of the employer a current written authorization for continuous dues deduction, executed by the teacher, in the form according to the terms of the authorization form established by mutual agreement of the parties.

Authorization forms shall specify the amount of dues to be deducted from each teacher's salary for the current school year. Authorization forms will be furnished by the Association.

- a. A teacher may authorize dues deduction by presenting an authorization form with the annual amount of deduction specified to the employer on or before October 1st. The amount specified will be deducted from the monthly paychecks starting the pay period following three (3) weeks after the presentation of the authorization form and ending on the last teacher pay period in June.
- b. Any teacher hired after the start of the school term may authorize dues deduction by presenting an authorization form to the employer within thirty (30) days after date of employment. The combined annual membership dues will be deducted from the remaining monthly paychecks. The amount specified will be deducted from the monthly paychecks, starting the pay period following three (3) weeks after the presentation of the authorization form.
- c. Authorization for dues deduction is revocable upon written request by the teacher to the Association or the School Board. Dues authorization will continue in effect unless revoked by the teachers as stated herein or as otherwise provided. The revocable authorization for dues deduction will be effective thirty (30) days from written request. The Association will be responsible for notifying the Payroll Department of the cancellation of the employee's payroll deduction for dues.
- d. All dues deducted by the employer shall be remitted to the treasurer of the local Association in each payroll.
- e. The Association shall hold harmless the employer from any and all claims, demands, suits, and costs incurred in connection with any such claim, demand, or suit, resulting from any action taken or committed by the employer for the purpose of complying with the provisions of this Section.

- f. The authorization of dues deductions for the employee association shall be in force during the term of the Collective Bargaining Agreement.

- g. If at any time during the duration of this Agreement, the Association authorizes, causes, or engages in or sanctions any strike, or work stoppage of any kind, or pickets, or if there is a refusal to perform the duties of employment by any employee or employees, this Article shall become void and inoperative during the term of this Agreement.

III. CONTRACT ADMINISTRATION

Section 1.

In order to offer a channel of communication between the Board and the Association, the Superintendent or his designee shall meet, as requested by either party, with three (3) representatives of the Association to discuss the administration of the agreement and matters not specifically covered by this Agreement. The Board agrees to cooperate in scheduling these meetings and in furnishing necessary data to adequately discuss these matters. At least twenty-four (24) hours prior to a meeting, the party requesting the meeting shall submit to the other party, an agenda covering the items to be discussed.

Section 2.

Any recommendations arising from these meetings shall be communicated in writing to the Board for their consideration. Such recommendation may call for reopening the contract.

Section 3.

These meetings are not to be construed as a step of the grievance procedure.

IV. GRIEVANCE PROCEDURES

Section 1. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may arise under this Agreement or a written Board Policy concerning teacher working conditions. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate and legal at any level of the procedure.

Section 2. Definitions

The term "grievance" shall mean a written allegation by a grievant that a controversy, dispute, disagreement or violation exists involving the interpretation or application of terms of this Agreement and/or a written Board Policy concerning teacher working conditions.

The term "grievant" is the teacher by name, or group of teachers by name, or the "Association" directly affected by the specific violation of this Agreement and/or written Board Policy concerning teacher working conditions. Any employee has a right to file a grievance regardless of membership in the Association.

The term "day" shall mean working day.

The term "immediate supervisor" shall mean the person who completes the employee's evaluation.

Section 3.

Since it is important that grievances be processed as rapidly as possible the number of days indicated at each level is to be considered the maximum and every effort should be made to expedite the process before the deadlines are reached. The grievance forms are located in Appendix C. The time limits stated herein if not strictly adhered to shall result in the complete and absolute waiver of the grievance and any subsequent grievance by the same grievant on the same matter; provided, however, should the Board's representative not respond within the time limits herein provided, the grievance shall automatically advance to the next step in this grievance procedure. Time limits may, however, be extended by the mutual written consent between the Association and/or grievant and the Board.

At the request of either party, a meeting shall be held to attempt to resolve the grievance at each step within the process.

Section 4. Procedure-Informal

In keeping with the purpose of this procedure as above outlined, within twenty (20) working days of the knowledge of the alleged violation the employee will present his concern to

his immediate supervisor during non-student contact hours. Within five (5) working days after presentation of the concern the supervisor shall give his answer to the teacher. (See organizational chart)

Step I.

If the grievant is not satisfied with the informal resolution he may, within five (5) working days of the answer, file a formal grievance on the mutual agreed form. The Statement of grievance shall state in writing the facts giving rise to the alleged violation, the specific article and/or section of the contract and/or Board Policy concerning teacher working conditions alleged to have been violated, the teachers contention with respect to these provisions, the specific relief sought, and shall be signed by the grievant(s).

The form shall be filed with the teacher's immediate supervisor, who shall within six (6) working days after receiving the grievance, communicate his answer in writing to the grievant.

Nothing contained in this article or elsewhere in this Agreement shall be construed to prevent any individual teacher or the Association from discussing a problem with the administration and having it adjusted without intervention of the grievance procedure.

Step II.

If the grievant is not satisfied with the disposition at Step I, he may, within five (5) working days of the answer at Step I., file a copy of the grievance with the Superintendent. The Superintendent or his designee may conduct whatever investigation is necessary to make a finding. Within eleven (11) working days of receipt of the grievance, the Superintendent shall indicate his disposition in writing to the grievant.

Step III.

If the grievant is not satisfied with the disposition at Step II, he may be within (5) working days move the grievance to Step III by written notice to the School Board. The Board shall have fifteen (15) working days after receipt of the grievance in which to hold a hearing with the grievant to give a written decision.

Step IV.

If the grievant is not satisfied with the disposition at Step III., he may, within five (5) days of the answer at Step III., make a written request to the Superintendent for arbitration on the grievance with an impartial arbitrator chosen by the agreement of the parties to the grievance.

Upon such timely written request being filed, the procedure for selection shall be as follows:

The parties shall immediately consult with one another and attempt to reach mutual agreement on an arbitrator; if such agreement cannot be reached, the parties shall within twenty (20) days of such request being filed, jointly request a list of five (5) potential impartial arbitrators from A.A.A. and upon receipt of same shall alternately, with the Board going first, strike one name from said list until one name remains. Such last named person shall be the impartial arbitrator for the grievance.

Section 5.

All teachers shall have the right of Association representation at each step of the grievance procedure but the teacher may be required to be present at any step. No grievant may be required to discuss any grievance if the Association representative is not present and the grievant desires such presence.

Any individual teacher or group of teachers (in the bargaining unit) shall have the right at any time to present grievance(s) to the designated representative of the legislative body and to have such grievance(s) adjusted, without the intervention of the bargaining agent as long as the adjustment is not inconsistent with the collective bargaining agreement, and the bargaining agent has been given the opportunity to be present. Copies of the employer decisions given at any step of the grievance procedure whatsoever shall be speedily delivered to the bargaining agent. No grievance may be submitted to arbitration without the knowledge of the Association.

Section 6. Processing Time

Grievances will ordinarily be processed during non-student contact hours.

Section 7. 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 institution's fiscal year and, if left unresolved until the beginning of the next year, could result in irreparable harm to the grievant or Association, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the institution's fiscal year or as soon thereafter as possible.

Section 8. Organization Continuance

The organization on its own may continue and submit to arbitration any grievance filed and later dropped by a grievant. The Association and/or grievant, upon mutually agreeing that it suits the interests of the parties, may withdraw the grievance at any point in the process.

Section 9. Reprisals

No reprisals shall be invoked against any teacher for processing a grievance or participating in any way in the grievance procedure.

Section 10. Costs

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the parties

Section 11. Powers and Duties of the Arbitrator

The arbitrator "shall not have the power to add to, subtract from, modify or alter the terms of a collective bargaining agreement".

He shall have no power to decide any question which, under this Agreement, is within the responsibility of the Board to decide. In rendering decisions, an arbitrator shall give due regard to the responsibilities of management and shall so construe such responsibilities except as they may be specifically conditioned by this Agreement.

V. TEACHING CONDITIONS

Section 1.

The parties agree that duties, other than teaching responsibilities will be assigned on an equitable basis. The administration will schedule playground supervision, bus duty, and other similar duties after input from the teachers.

Section 2.

As funds permit the Board agrees to supply teachers with normal supplies incident to teaching responsibilities. An effort will be made by the Board to provide each teacher with a key to the rooms he/she is assigned and lockable space (filing cabinet, desk or closet) for securing materials. Within a reasonable period of time after the Board is aware of a shortage in anticipated instructional materials, teachers will be notified.

Section 3.

The Board agrees to provide necessary equipment and instructional materials for each classroom.

Section 4.

When possible, the Board will provide adequate teaching stations for all special subjects.

Section 5.

Student contact days and professional development days shall be seven (7) hours and fifteen (15) consecutive minutes unless specified differently in the approved school calendar.

Section 6.

If it becomes economically feasible, the Board will provide restrooms for non-student use in each school wing (elementary and secondary).

Section 7.

An adequate off-street parking area will be provided for non-student use. Such area will be property maintained.

Section 8.

Teachers shall not be required to work under unsafe and/or hazardous conditions.

Section 9.

Adequate space will be provided for necessary teacher and/or principal conferences with parents or students.

Section 10.

Teacher participation in extracurricular activities shall be voluntary and the teacher's ability or inability to participate shall not be a valid item for teacher evaluation purposes. Only in the case of emergency shall teachers be required to perform unscheduled duties.

Section 11.

Faculty meetings, except in emergencies, will be held not more frequently than bi-monthly and will be as brief as possible. However, this section shall not prevent the principal, when necessary, from meeting with a specific group of teachers (committees, etc.) in excess of bi-monthly.

Section 12.

Observations of a teacher's class by persons other than school or district administrative personnel shall be allowed only after consent has been granted by the principal and the teacher involved.

Section 13.

Classrooms in which classes are being held shall be free of unnecessary interruptions by maintenance or custodial staff.

Section 14.

The Board will attempt to provide custodial service to maintain classrooms and other learning areas of the school in a clean condition conducive to effective teaching and learning.

Section 15.

Air conditioning and heating facilities will be reasonably kept in proper working order.

Section 16.

The Board will provide clerical support services to each school.

Section 17.

Upon request the Board shall provide smocks and safety glasses for all teachers assigned subject areas where the teacher is subjected to more-than-to-be-expected grease, dirt, chemicals, art materials and similar agents.

Section 18.

The principal of each school will establish, to every degree possible, a duty roster for student lunch supervision that will permit teachers to have a lunch period of at least twenty-five (25) minutes daily without direct supervision of students.

VI. CURRICULUM AND INSTRUCTION

Section 1.

The Board shall provide necessary resources or access to those resources, if available online and/or digitally, to maintain a sufficient level of professional performance.

Section 2.

The Board agrees that it may, when economically feasible, provide sufficient multi-level and/or multi-text materials, as reasonably requested by the teacher, to insure that each pupil in the classroom has materials for his own use and on his individual learning level.

Section 3.

The Board may, when economically feasible, provide appropriate texts, and adequate materials necessary to the teaching profession and conducive to student learning.

Section 4.

The Board agrees to make available typing, copying facilities and, within the bounds of available funds, clerical personnel to aid teachers in the preparation of instructional materials.

Section 5.

There shall be a functioning staffed media center (K-12) to supplement and complement the required curriculum.

Section 6.

Teachers will work with their supervisors in planning and implementing curriculum.

VII. CLASS SIZE, CLASS LOAD, SPECIALIZED INSTRUCTION

Section 1.

The Board agrees to continue its efforts to improve pupil-teacher ratio.

Section 2.

Planning time for teachers shall be at least two hundred and fifty (250) minutes weekly with no planning period less than forty (40) minutes per day.

Section 3.

The Board and the Association recognize that some students require special remedial instruction. A sufficient number of remedial teachers may be employed to meet the unique needs of such under-achieving students, as determined by the Superintendent.

Section 4.

Class assignments/teacher schedules shall in no case be used as a disciplinary or punitive measure.

VIII. TEACHERS' AUTHORITY AND PROTECTION

Section 1.

Student discipline shall be based on the requirements as outlined in the Board's established Student Code of Conduct as required by law. Students not adhering to the expected code of acceptable behavior and those not conforming to school rules and regulations incident to normal school routine will be disciplined accordingly.

Section 2.

Teachers will be provided the opportunity to participate in the organization and/or revision of the Student Code of Conduct.

Section 3.

A record of student discipline cases shall be maintained. Upon administrative approval, a teacher may have access to an individual student's record.

IX. GENERAL EMPLOYMENT PRACTICES

Section 1.

If the Board requires physical examinations, or TB tests for continuation of employment as standard operating procedures, the Board will pay the expenses for such examination or tests provided same is by a physician or at a clinic authorized by the Board.

Section 2.

If feasible, any teacher employed to fill a partial-year vacancy (more than ten (10) school days) shall be fully certified and shall be only assigned to a position within the scope of his or her major or minor field of study. Such teachers shall be placed at the beginning step of the teachers' salary. In the event such fully certified and acceptable teachers cannot be obtained as specified, a qualified substitute may be employed. Qualified non-certificated substitutes shall be paid at the beginning step of the teacher aide's salary schedule when employed to fill a vacancy for more than ten (10) days.

Section 3.

Substitute teachers will be called according to qualifications in a subject area and/or grade level. Teacher referrals will be taken into consideration for assignment when a substitute is required for the teacher making the referral. Substitute teachers shall be employed for absent teachers and shall be expected to perform all duties normally performed by the regular teacher to the best of their abilities.

Section 4.

Assignments for any summer school, evening school or other programs of the School Board, beyond the normal school day, shall be made with preference to fully certified school district personnel within the scope of their major or minor fields of study and their areas of greatest competence. Qualified teachers will be selected for employment according to the following factors:

- a. number of years' experience in the program;
- b. tenure in the school district;
- c. qualifications.

Section 5. (Revised 1999-2000)

Salaries of teachers employed in summer school, evening school or other compensable programs in the school system shall be computed on an hourly rate based on the following formula:

$$\frac{1}{196} \times \text{the current annual salary divided by} \\ 7.25 \times \text{the number of hours taught.}$$

Teachers employed as provided above shall receive one (1) hour of paid planning time for each five (5) hours of student contact time.

Time sheets for employees who work during Summer School or who work beyond their regular day will be due when the payroll period ends in order to process payroll in a timely manner. This will eliminate overpayment of wages. Balance of time worked in July after the payroll period ends will be paid by the end of the first week in August.

Section 6. (Revised 1995-96; 2002-2003)

Salaries for teachers shall be paid in twelve equal (12) payments. The first check will be paid on the last calendar workday in August.

The remaining salary shall be paid in equal payments on the last calendar workday of each month except June, which shall be paid ten (10) working days after the last day of post-planning. The two (2) salary payments due in June will be combined into one check for the purpose of meeting bank requirements for direct deposit.

Section 7.

Deductions for personnel during the regular school terms for daily absences not covered by provisions of this agreement shall be made at the rate of 1/196 (for ten (10) month teachers) and 1/260 (for twelve (12) month teachers) of the annual contractual salary per daily absence.

X. PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

Section 1.

The Board shall not employ a teacher who is out of field except in cases of emergency when no certified teachers are available.

Section 2.

The Board will attempt in good faith to only assign teachers to teach in a grade level and/or subject area within the scope of his/her teaching certificate or of his major or minor field of study, except in temporary emergencies.

Section 3.

All teachers shall be given written notice of their schedules and/or teaching assignments no later than pre-school planning. When possible, schedules shall be provided no later than August 1.

Section 4.

Any compensable assignments in addition to the normal teaching schedule, during the regular school year, including evening school assignments, and summer school shall not be obligatory, but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the district.

Section 5. (New 1999-2000; Revised 2006-2007)

The School Board will pay for the subject area certification and test fees for employees who are requested by the Principal to add a subject to their certificate for employees who are out of field. The employee is responsible for payment of the test fees if they do not pass the test the first time.

XI. TRANSFER/VACANCIES

Section 1. Definition

A vacancy shall occur when a supplemented, extra duty, or permanent position becomes available in one of the following ways:

- a. Termination or separation of service of any employee
- b. A Board established position in which an employee can earn permanent status
- c. The transfer of an employee to another supplemented, extra duty, or permanent position
- d. Voluntary transfer is defined as employee initiated change in work assignment

Section 2. Criteria

The Board agrees to seek qualified applicants as defined by the approved job description. Qualified current employees will be given priority, if possible, when filling vacancies. Other factors being equal preference shall be given based on seniority, to applicants from within the school district. Other factors may include but are not limited to qualifications, performance appraisal, academic preparation, certification, relevant experience, interview process.

Section 3. Posting

- a. All vacancies shall be posted internally and externally in Skyward for five business days. Job postings may be accessed from the school website or from the employee's account in Skyward.
- b. School secretaries will print off posted positions from Skyward and manually display the position at each school.

Midyear transfers will be considered on a case by case basis with primary consideration given to the best interest of the students.

Section 4. Involuntary Transfers

There shall be no involuntary transfers except for the following:

- a. Staff reduction
- b. Closing an old facility
- c. Benefit of student(s)
- d. Benefit of teacher

In the case of staff reduction in a school, volunteers will be transferred first; afterward the school board will consider effective teachers and the best benefit of the for involuntary transfers. In no case shall transfers be used as a disciplinary or punitive measure. Voluntary transfers shall take precedence over involuntary transfers. A teacher shall not be subject to an involuntary transfer more than twice in a five year period of time.

Section 5. Hardship Transfers

Hardship transfers shall be granted for health problems certified by a doctor or unreasonable distance of travel resulting from an involuntary transfer.

Hardship transfers shall take precedence over involuntary and voluntary transfers.

XII. PROMOTIONS

Section 1.

All openings for promotions shall be posted by the Superintendent or his designee. Except in emergencies, these notices shall be posted in the office of the principals and faculty lounges at least five (5) working days prior to filling of vacancy. The notices will include the job description, effective date of vacancy, kind of certification necessary, information concerning the securing and deadline for filing of the application, the time and place of the screening interviews of the finalist by the Superintendent or his designee.

Section 2.

The applicant must be certified for the position, or the applicant's credits must be acceptable for certification. Any qualified teacher may apply for the position described in paragraph one above, and all applications will be given due consideration.

Section 3.

Should more than one (1) applicant be determined to have equal qualifications referred to within this section, the Superintendent shall use his/her discretion in making the determination concerning the applicant to fill the vacancy.

XIII. TEACHER EVALUATION

Section 1. (revised 2007-08)

All observations of teachers for the purposes of evaluation shall be conducted openly by the principal or their properly trained designee and with full knowledge of the teacher. Mechanical digital recording devices will be used only with the knowledge of the teacher.

Section 2.

During each school year or within the first six weeks of employment each teacher shall be fully informed of the criteria and procedure associated with the assessment process. The approved Instructional Appraisal System is posted on the district website once it is approved by department of education and gives detailed information about the evaluation process

Section 3. (revised 2007-08, 2016-2017)

Any observations by the principal or their properly trained designee are immediately available to the teacher via the online observation platform. The platform sends an email to the teacher notifying them that the observation is complete and ready for review.

Section 4. (revised 2007-08)

Following each assessment by the principal or their properly trained designee, but prior to the next assessment, the evaluator shall confer with the teacher to discuss the written report. In the next event an employee is not performing his duties in a satisfactory manner; the evaluator shall notify the employee of such determination and describe such unsatisfactory performance. The evaluator shall make recommendations as to specific areas of deficiencies within a reasonable, prescribed period of time.

Section 5.

The teacher will receive a copy of all written reports to be placed in his personnel file. The teacher shall have the right to respond in writing to any such reports and to submit additional information to be placed in the teacher's personnel file.

Section 6.

Any discharge, demotion, or other involuntary change in a teacher's assignment or status, shall be for just cause.

Section 7.

The LEA will follow the Florida State Statutes governing Personnel Files.

XIV. DUE PROCESS RIGHTS (Revised 1999-2000)

Section 1.

- a. No teacher shall be reduced in rank or compensation, reprimanded, disciplined, discharged, terminated, or otherwise separated from employment without being provided all due process rights guaranteed by Florida Statute and under this Article.
- b. Disciplinary action must be substantiated by written justification, which may include observation or other types of documentation which supports the recommended disciplinary action.
- c. When an employee is involved in circumstance(s) which he or she believes could lead to disciplinary action, the employee may have Association representation at any conference between an administrator and the employee, which relates to the matter.
- e. When a person makes a complaint against an employee and that complaint is used as the primary source of disciplinary action, the identity of the employee making the complaint shall be protected as stated in Florida Statutes 112.3187, unless disclosure is necessary to protect the public's health, safety or welfare, or absolutely necessary or unavoidable during the investigation.
- f. Any employee against whom possible action is to be taken under this Agreement shall have the right to review documents or records relied upon to support the proposed action and shall be given a copy upon request at the conclusion of the investigation.
- g. The following disciplinary action may be taken as determined by the severity of the offense:
 1. Written reprimand, or
 2. Suspension with or without pay, or
 3. Termination

Section 2.

If the Superintendent recommends a teacher to be discharged or terminated or otherwise separated from employment, the employee will have 15 days from receipt of the Superintendent's recommendation to demand, in writing, a hearing. In such hearing the employee may raise as an issue, among other things, sufficiency of the Superintendent's charges. The teacher shall have the right to Association representation at such hearing. In cases of emergency, the Superintendent has

the right to suspend a teacher as outlined in Florida Statutes, Section 230.33(7) (h). However, any such suspension shall be with pay pending the final decision by the Board on such suspension.

Section 3.

If a teacher is requested by the Board or Administration to appear for any matter which either party reasonably expects could result in a loss of job status for that teacher, said teacher shall have a right of representation at the meeting. Further, the teacher shall have the right to halt a meeting entered into without said expectation in order to attain representation if the teacher feels the meeting may result in loss of job status. In addition, the teacher shall be given ten (10) working days notice of the area to be covered during any called meeting by the Board.

XV. REDUCTION IN PERSONNEL

Section 1.

In the event the Board determines that instructional staff must be reduced in number for economic reasons, the Board shall give written notice to the Association. Such reduction in staff shall be implemented only upon adequate evidence that such reduction is of real necessity. - To the extent possible, non-instructional personnel will be reduced prior to instructional staff.

If a reduction in instructional staff is determined to be necessary, the following procedures together with the teacher's qualifications shall be controlling:

- a. Teachers who have received an Unsatisfactory evaluation rating on the preceding evaluation will be laid off.
- b. Teachers who have received a Needs Improvement evaluation rating on the preceding evaluation will be laid off.
- c. Teachers who are out of field in their subject area certification.
- d. Where certification qualification is the same, the teacher with the best performance record will be retained.

Section 2.

Any teacher who would have qualified for retirement during the reduction year, and has at least five (5) years continuous Lafayette County teaching experience shall be permitted to teach that year in order to acquire needed service.

XVI. PAID LEAVES

Section 1. Sick Leave

- a. Teachers will be entitled to sick leave as provided in S231.40, Florida Statutes.
- b. Sick leave shall be defined as personal illness or disability of the teacher or illness or death of a member of his immediate family. "Immediate family" shall be defined as a spouse, parent, child, brother, sister, grandparent, parent-in-law, grandparent-in-law, sister-in-law, brother-in-law or any relative or dependent who resides with the teacher's household.
- c. Each teacher shall be permitted to be absent six (6) days each year for personal reasons. Such absences shall be charged only to accrued sick leave and shall be non-cumulative. A teacher shall not be required to give a reason for such personal leave.
- d. Upon the initial employment in the Lafayette County School District, sick leave accumulated in another Florida school district shall be transferred to the teacher's credit in accordance with the number of months that they are employed (10 or 12). Remaining accumulated sick leave shall be transferred to the teacher's credit at the same rate as sick leave is earned each year thereafter until accumulated leave has been exhausted. If a teacher terminates before such leave is transferred from another district, the transfer will be reactivated upon re-employment or transferred to another Florida school district.
- e. Any teacher shall be entitled to illness-in-line-of duty leave with full pay when the teacher has to be absent from his/her 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. A physician must certify that the injury or contagious or infectious disease was sustained by the employee through normal discharge of his/her duties. Use of such leave shall result in no reduction of the teacher's accumulated sick leave except as provided in S231.41, Florida Statutes.
- f. Unused sick leave days will be accumulated from year to year as specified by Statute.

Section 2.

Upon the approval of the Superintendent, professional leave days, with pay, may be granted to teachers for the purpose of:

- a. Attending and/or participating in professional meetings relating to educational workshops, seminars, or conferences sponsored by professional organizations, colleges, universities, or government or private agencies concerned with public school matters.

Section 3.

Upon written authorization of the Superintendent leave days with pay shall be granted the Association president or his designee for the purpose of attending Association meetings and conferences; provided such leave may not exceed eight (8) days annually.

Section 4.

Any teacher called for jury duty during school hours or who is subpoenaed to testify in any judicial matter shall be paid his full salary for such time. Any compensation received for such service shall be relinquished to the School Board. If released from jury duty before the end of the school day, the employee should notify their administrator for direction in regard to return to work.

Section 5. Bereavement Leave (Revised 2019)

In the event of the death of a member of an employee's immediate family (spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, aunt, uncle, guardian, stepparent, stepchild, grandparent, grandchild, daughter-in-law, son-in-law, parent-in-law, grandparent-in-law, or any relative residing within the employee's household) an employee on regular permanent status shall be granted up to two (2) days of paid leave within two weeks of the death of the member. Verification must be provided to the supervisor of attendance at the funeral. Bereavement leave is of a special nature and may not be deferred or converted to any other purpose. It is not charged against any other leave account and is not accumulated in the manner of annual or sick leave. Payment in lieu of bereavement leave is not authorized.

Section 6. Employees' Voluntary Sick Leave Bank

A. Purpose

The sick leave bank is established to provide employees emergency sick leave for illness or injury beyond that available under provisions governing sick leave.

B. Membership

Any full-time employee of the Board having been employed by the School Board for at least one (1) year and having at least six (6) days accrued sick leave may enroll in the sick leave bank by voluntarily contributing one (1) sick day to the Bank. The enrollment shall be opened each year during the months of September and February only. Employees on leave returning to service may join the Bank within ten (10) days of their employment if they meet all other criteria.

- 1) Enrollment must be made on the prescribed form furnished by the district office.
- 2) Any sick leave day contributed pursuant to this section shall be removed from the personally accumulated sick leave balance of that employee and shall not be returned except as provided in Section J.
- 3) Membership in the Sick Leave Bank shall be continuous from the initial enrollment until an individual member has withdrawn from the plan or has drawn the maximum allowed from the Bank.

C. Establishment and Duration

- 1) The Sick Leave Bank will not come into existence until at least 25% of the total number of employees eligible to join the Bank elect to do so and will remain in existence unless the participation drops below 25% of the number of full-time employees.
- 2) In the event the Sick Leave Bank is discontinued, distribution of remaining sick leave days will be in accordance with Section J below.

D. Replenishment Contributions

When the last twenty (20) days of the Sick Leave Bank have been assigned, members will be assessed a maximum of one (1) additional day each year. Each member will be notified in writing. If an employee has no sick leave day their day shall be taken at the first of the next fiscal year.

E. Administration and Governance

- 1) The district finance office shall establish procedures for identifying and recording contributions to the Sick Leave Bank and for complying with applicable governmental regulations and/or associated record keeping.
- 2) The Sick Leave Bank shall be administered by a committee of three employees named by the Association and three employees named by the Superintendent. The Committee shall receive all requests for withdrawals from the bank. A minimum of four (4) committee signatures is required for all approvals or denials of withdrawal requests. Denials will be fully explained in writing.
- 3) Appeals shall be handled by the Superintendent who will establish a five member Appeals Committee, representative of both Association and management for the purpose of settling any dispute arising from claims against the Bank. The Committee shall be comprised of two members named by the President of the LEA and two members named by the Superintendent and one mutually agreed upon member. This Appeals Committee shall be the final authority on all disputes or interpretation involving eligibility for benefits.

F. Eligibility

In the event of a serious personal illness, accident or injury of which the employee has no control, causing a participating employee to be absent from work for an extended period of time, the employee may receive paid leave as follows:

- 1) All accumulated leave of the employee must first be expended. No member shall be eligible to use the Sick Leave Bank unless he/she has been absent for at least ten (10) consecutive days of which at least five (5) consecutive days have been without pay. Any sick leave days drawn from the Bank by a participating employee must be for an illness or injury, for a surgical procedure that is non-elective and may only be for the member's own illness or injury or non-elective surgery.
- 2) Employees withdrawing days from the Sick Leave Bank shall not be required to replace those days. Any replacement of days shall be in accordance with the normal replenishment policy of the Sick Leave Bank
- 3) Applications must be made to the District office including a statement from a doctor attesting to the member's extended illness, accident or injury. The statement must certify the nature of the illness or injury, a statement verifying that the surgery could not be postponed until a break in the employee's duty schedule and a probable date the member would be able to return to work.

- 4) A participating member shall not be eligible to use sick leave from the Bank if the employee is on leave for injury or illness in the line of duty, worker's compensation or on medical retirement.

G. Benefits

- 1) All cases will be reviewed by the Sick Leave Bank Approval Committee when each twentieth (20th) day of benefits had been reached. At this time, the Committee may request additional medical certification. Also at this time, any sick leave which may have been accrued by the participant must then be used before resumption of drawing from the Sick Leave Bank.
- 2) After the twenty (20) day review, a member will be allowed to draw up to a maximum of forty (40) paid sick leave days from the Bank, provided there remains sufficient leave days in the bank.
- 3) In the event a member draws from the Sick Leave Bank, that individual membership shall be suspended from the Bank membership after drawing all days authorized from the Bank. Such individual may reinstate membership by meeting initial qualification.

H. Participation Abuse

Alleged abuse of the Sick Leave Bank shall be investigated by the District Office. If an employee is found to have abused the use of the Sick Leave Bank, the employee shall repay all sick leave credit in dollars drawn from the Sick Leave Bank and after review by the Appeals Committee be subject to such other disciplinary action as determined by the School Board.

I. Withdrawal from Participation

Any participating employee who wishes to withdraw from participation in the Sick Leave Bank may do so in September or February. Withdrawal must be in the form of written notification and any previously contributed sick leave will become the property of the Sick Leave Bank.

J. Discontinuance of Sick Leave Bank

If it becomes necessary to terminate the Sick Leave Bank, unused sick leave in the Bank will be distributed in the following manner:

- 1) Each member will receive an equal share of the unused day to be credited to his personal accumulated sick leave account in fourths of a day.
- 2) Any balance left will be disposed of by the Sick Leave Bank Approval Committee.
- 3) In no instance will the days credited back to members be greater than the number remaining in the Bank.
- 4) Any member joining this Sick Leave Bank acknowledges that the limit of liability for any challenge to the Appeals Committee's decision is limited to the number of days the individual contributed to the Bank.

XVII. UNPAID LEAVES

Section 1.

The parties agree to abide by Uniformed Service Employment and Re-Employment Rights Act (USERRA) and any amendments thereto.

Section 2.

Teachers will be granted a leave of absence for up to one year at the discretion of the School Board. A teacher returning from an approved leave of absence shall be returned to employment, without prejudice, provided written intent to return is filed within six (6) months of approved leave. If the teacher returns within one year, they will return to their current contract status prior to leave.

Section 3.

Teachers on leave may only remain a member of the retirement system by contributing the appropriate amounts according to rules established by the Florida Division of Retirement and/or Florida Statutes.

XVIII. IN-SERVICE TRAINING

Section 1.

In-service programs shall be planned and the days to be utilized shall be determined by Professional Development Plans under the direction of the principal. In-service days scheduled on days outside of the teacher contract are voluntary.

Section 2.

Financing of the in-service programs will be to the extent provided in F.E.F.P. and other sources.

Section 3. (Revised 2019)

Stipends will be at the rate of \$20.00 per in-service hour for required on-site and/or on-line professional development preapproved by District designee or the principal not to exceed 8 hours per day. (Effective 10/15/2019)

XIX. EMERGENCY SCHOOL CLOSING

Section 1.

All of the schools and school offices in the school system will be open on all regularly scheduled days unless closed by the Superintendent or his designee. No leave days previously arranged by a teacher will be deducted for such days.

Section 2.

The public shall be notified of such closing over all available broadcast media.

Section 3.

Instructional employees will provide advisory input into the selection of appropriate student make-up dates.

XX. ACADEMIC FREEDOM

Section 1.

Teachers shall have academic freedom. Academic freedom shall mean that employees are free to present instructional materials which are pertinent to the subject and level taught, within the outlines of appropriate course content and within the planned instructional program, as determined by normal established procedures, and shall present all facts of controversial issues in a scholarly and objective manner within the limits of appropriate pedagogical discretion and propriety. Employees shall be entitled to freedom of discussion within the classroom on all matters, which are relevant to the subject matter under study, and within their area of professional competence and assignment. When possible, notification will be made to the administration whenever an employee intends to inject into course coverage units which might be reasonably anticipated to be controversial. If in the judgment of the teacher, a topic becomes so controversial as to pose potential adverse community/parental reaction, and this could not have reasonably been anticipated by the teacher, the teacher will notify the administration as soon as his/her contractual obligations permit.

XXI. SCHOOL CALENDAR

Section 1. Work Year

The regular work year for ten (10) month teachers shall be one hundred ninety-six (196) days.

Section 2. (Revised 2019)

The school calendar shall be developed by an employee committee appointed by the Association and the Superintendent. The Superintendent and Association shall appoint 3 members each to serve on the committee. The committee shall choose 2 calendar options and the bargaining unit employees will vote to select one calendar they prefer. The calendar selected by the majority of the employees voting will be presented to the board for consideration. The School Calendar shall be provided to each employee annually no later than April 1.

XXII. PROFESSIONAL COMPENSATION

Section 1. (Revised 2019)

The basic salaries of teachers covered by this Agreement shall be set forth in Appendix A of this Agreement. Increments will be paid automatically at the beginning of the school year, unless it places an undue burden on the school board. Instructional personnel who are paid on the Grandfathered Salary Schedule will receive a \$100 bonus if Highly Effective or Effective in order to meet the requirements of F.S. 1012.22.

Section 2.

Adjustments to higher salary levels based upon advanced degrees shall be effective, on a pro-rata basis, the month following submission of evidence of successful completion of all degree requirements as certified by the institution awarding said degree.

Section 3.

All teachers shall receive a full credit on the salary schedule in Appendix A for all previous teaching experience in a school district or private school accredited by a recognized accrediting agency.

Section 4.

Extra compensation positions shall be those set forth in Appendix B which is attached to and incorporated in this Agreement. Teachers assigned to such positions shall be paid in accordance with said Appendix and all other applicable provisions of this Agreement.

Section 5.

Any teacher who must use his personal car or otherwise provide his own transportation when on school district business shall be reimbursed at a rate provided by Board Policy. Such mileage reimbursement shall not include routine travel to and from teacher's home and the school to which he is assigned. Teachers shall also receive per diem reimbursement as specified by Board Policy.

Travel and per diem shall be paid twice monthly, once with accounts payable on regular board meeting dates and on the last working day of each month.

Section 6. (Revised 1995-96)

The Board shall provide terminal pay for accumulated sick leave to any employee of the district school board. If termination of employment is by death of the employee, any terminal pay to which the employee may have been entitled may be made to his beneficiary. However, such terminal pay shall not exceed an amount determined as follows:

- a. During the first three (3) years of service, in Lafayette County, the daily rate of pay multiplied by 35 percent times the number of days of accumulated sick leave.
- b. During the next three (3) years of service, in Lafayette County, the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave.
- c. During the next three (3) years of service, in Lafayette County, the daily rate of pay multiplied by 45 percent times the number of accumulated sick leave days.
- d. During the next three (3) years of service, in Lafayette County, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave.
- e. During and after the 13th year of service, in Lafayette County, the daily rate of pay multiplied by 100 percent times the number of days of accumulated sick leave.

For 12 month instructional employees, annual leave may be accumulated for a maximum of 30 days. Terminal pay for annual leave will be at 100%.

Section 7. Retirement Incentive Plan (New 1998-99; Revised May 15, 2000)

In the first year of eligibility for retirement, the employee may elect to retire at 30 years of service and/or 62 years of age. This retirement incentive may be received if the employee:

- a. files a Notice of Intent to Retire as follows:

By June 1st if retirement date will be between July 1st and December 31st or by December 1st if retirement date will be between January 1st and June 30th and
- b. has at least 10 years of continuous service in the district.

The options to be offered are:

- a. the payment of the difference between the cost of a single policy

insurance premium (Plan C) and the current Health Insurance Subsidy (HIS) rate. (The employee must sign an automatic deduction with FRS to have the HIS amount paid directly to the district); or

- b. the monthly payment, to the employee, of the difference between the single policy premium amount and the current HIS rate.
- c. The board will contribute to a retiree's health insurance premium until the employee reaches the age in which they become eligible for Medicare.

If the retiree should become re-employed with another agency which has an employee health insurance program, the retiree may remain on the district's health insurance plan but the Board will suspend its contribution as stated in paragraph (a) until no longer gainfully employed.

In addition he/she will be entitled to a one-time cash bonus equal to 20% of the employee's annual gross salary. The provisions of this retirement incentive plan will not be available if the employee chooses to participate in the Deferred Retirement Option Plan (DROP).

After computing the financial impact of the current year retirement incentive plan, the Board may withdraw the incentives for that fiscal year. In that instance, those who had applied, and chose to defer their retirement for one year, will be given the first priority to retire with incentive the following year. The decision, on the part of the Board, to withdraw the incentive will be made by March 31st of the current school year.

Section 9. (New 2007-08)

Employees who retire from Lafayette District Schools and are rehired in an equivalent position shall be placed on the salary schedule based on degree and experience.

XXIII. INSURANCE

Section 1. (Revised 2008-2009)

The Board will fully fund the cost of a group health insurance premium for each teacher. However, beginning July 1, 2008, the Board's maximum liability under this provision shall be \$6203.28 per teacher per year.

Section 2.

The Board and the Association will form an insurance committee to evaluate current healthcare plans and other available insurance coverage. Three committee members shall be appointed by the Association and three shall be appointed by the Superintendent/Board. The committee's scope of work shall include plan design, request for bids, and negotiating with insurance companies and agents as needed. The committee shall meet at least semi-annually and shall provide recommendations for consideration to the Board and Association bargaining teams for agreement and ratification.

XXIV. IMPASSE

Section 1.

In the event that an impasse is reached during the course of negotiations, the dispute shall be submitted for mediation. The initial recourse will be to petition the Federal Mediation and Conciliation Service (FMCS) for a mediator. If agreement is not reached by the parties, the impasse will proceed under Public Employee Relations Commission (PERC) guidelines.

If the parties agree in writing to waive the appointment of a magistrate the parties may proceed directly to resolution of the impasse by the legislative body.

XXV. MISCELLANEOUS

Section 1.

This Agreement shall constitute the full and complete commitments between both parties and may be changed, added to, or deleted from only by mutual consent of both parties in a written and signed amendment to this Agreement.

Section 2.

This Agreement titled "Agreement between the Lafayette Education Association and the School Board of Lafayette County" shall be posted to the district website and available to download or print.

Section 3.

Any individual contract between the Board and an individual teacher shall be consistent with this Agreement.

Section 4.

If this agreement is in express conflict with existing Board Policy, the provisions of this Agreement shall prevail as it may relate to the teachers covered by this Agreement.

Section 5.

Should any part of this Agreement be found, by a court of competent jurisdiction, to be in conflict with state or federal law, the provision in conflict shall automatically be modified to conform to such law, but only to such extent as said provision is in conflict with such law.

XXVI. TERM OF AGREEMENT FISCAL YEAR 2019-2022

This Agreement shall be effective as of the date of formal ratification by both parties and shall continue in full force until June 30, 2019. The parties agree that the following items shall be re-opened for negotiations each May 1:

- 1) Salary
- 2) Insurance
- 3) Paid Holidays
- 4) Each party shall have the right to re-open one (1) article of the existing contract and one (1) new article.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

PRESIDENT

SCHOOL BOARD CHAIRMAN

SECRETARY

SUPERINTENDENT OF SCHOOLS

NEGOTIATIONS COMMITTEE
CHAIRPERSON

CHIEF NEGOTIATOR

OFFICIAL GRIEVANCE FORM

Name: _____ Home Phone: _____

School: _____ Assignment: _____

Home Address: _____

STEP I

A. Date Cause of Grievance Occurred: _____

B. Relates to Article(s): _____ of Contract or Policy _____

C. State of Grievance occurred: _____

D. Relief Sought: _____

(Signature)

(Date)

E. Disposition by Principal or other Immediate Supervisor:

(Signature)

(Date)

1 copy to Immediate Supervisor; 1 copy to Union; 1 copy to Grievant

APPENDIX C

OFFICIAL GRIEVANCE FORM

Name: _____ Home Phone: _____

School: _____ Assignment: _____

Home Address: _____

STEP II

A. Date Cause of Grievance Occurred: _____

B. Relates to Article(s): _____ of Contract or Policy _____

C. State of Grievance occurred: _____

D. Relief Sought: _____

(Signature) (Date)

E. Disposition by Principal or other Immediate Supervisor:

(Signature)

(Date)

1 copy to Immediate Supervisor; 1 copy to Union; 1 copy to Grievant

APPENDIX C

OFFICIAL GRIEVANCE FORM

Name: _____ Home Phone: _____

School: _____ Assignment: _____

Home Address: _____

STEP III

A. Date Cause of Grievance Occurred: _____

B. Relates to Article(s): _____ of Contract or Policy _____

C. State of Grievance occurred: _____

D. Relief Sought: _____

(Signature)

(Date)

E. Disposition by Principal or other Immediate Supervisor:

(Signature)

(Date)

1 copy to Immediate Supervisor; 1 copy to Union; 1 copy to Grievant