

Preamble

The School Board of Walton County, hereinafter referred to as the Board, and the Walton County Education Association, hereinafter referred to as the WCEA, have negotiated in good faith with respect to all items allowed under the collective bargaining law, Florida Statutes, Chapter 447.

Article I

Recognition

- 1.1 The Board recognizes the WCEA as the sole and exclusive bargaining representative for the unit consisting of all categories of full and part-time certified personnel filling regularly established positions employed by the Board, as indicated by PERC case number 8H-RA-744-1009.
- 1.2 The term teacher used hereinafter in this agreement shall refer to all employees represented by the WCEA in the bargaining or negotiation unit.

Article II

Association Rights

In order to meet its legal responsibilities to its members and nonmembers under the collective bargaining law and this agreement, the Board and WCEA agree that:

- 2.1 Payroll deduction for WCEA dues shall be made upon receipt of a signed authorization from any teacher. Such authorization shall remain in effect from year to year thereafter, unless revoked in writing to the WCEA president and the board . Any employee revoking dues deduction must complete a dues revocation form with a thirty (30) day notice, obtain the signature of the WCEA president or his/her designated representative, and deliver the completed form to the Board and WCEA. Deduction for WCEA dues will begin with the next payroll period after receipt of the authorization form. A check for WCEA dues deductions shall be submitted to the WCEA no later than the 10th (tenth) working day after payday. The WCEA shall inform the Board at least 2 (two) weeks prior to a payday of any change in the amount to be deducted for WCEA dues.
- 2.2 WCEA requests for information on matters that are of public record shall be made available in the same manner as it is made available to the public. The Board may ask for any request to be put in writing. One (1) copy of the Board information package shall be made available at no cost to the WCEA at the same time it is distributed to Board members. Any other information, of public record, furnished to Board members, in preparation for or at a Board meeting shall be given to the WCEA.
- 2.3 The WCEA will be able to use school space and equipment subject to the approval of the principal. The use of equipment may require the proper supervision. The WCEA agrees to reimburse the school for any cost involved in the use of equipment.
- 2.4 The WCEA may place one (1) bulletin board, at WCEA expense and not to exceed four (4) feet by six (6) feet in size, in each school faculty lounge or other similar locations. The bulletin board shall be for the exclusive use of the WCEA to post material concerning its activities.
- 2.5 Duly authorized representatives of the WCEA and its representative affiliates shall be permitted to transact official WCEA business on school property during non-duty hours, including duty free lunchtime, provided that they shall not interfere with or disrupt normal school operations. Teacher planning periods are considered duty hours.
- 2.6 At the end of each faculty meeting, the WCEA school representative or his designee shall be given the opportunity to present brief reports and/or announcements.

- 2.7 The WCEA may use teacher mailboxes and other school delivery systems for reasonable communication purposes. All correspondence must include a return address. Use of the district email system shall be allowed in the same manner as the public has use of it. Computer use during the school day, other than the email system, is prohibited.
- 2.8 The WCEA representative may use the school intercom system with the approval of his/her principal. Such use shall not disrupt normal school activities.
- 2.9 TDE leave for use by WCEA members shall be granted provided that the WCEA pays the costs, if any, of the substitute teacher.
- 2.10 Upon ratification by both parties on this agreement, a final draft shall be prepared and signed by both parties with each party responsible for using the draft as the official agreement and making copies for their use as needed.
- 2.11 The Association President or his/her designee will be granted temporary duty leave to attend state association meetings, make school visits, or attend training at the rate of one day per month. WCEA will pay the substitute costs. These days will be scheduled at least two (2) weeks ahead of the day of release time requested. The total number of days used may not exceed five (5) within a ten (10) month work-year.

Article III

Teachers Rights and Responsibilities

- 3.1 Discrimination against any teacher for participation in sanctioned union activity is prohibited.
- 3.2 Teachers shall have the right to join or not to join the WCEA. Neither the Board nor WCEA shall interfere with this right.
- 3.3 The Board and WCEA agree not to interfere with a teacher in the exercising of any rights granted under this agreement.
- 3.4 Teachers shall adhere to the Code of Ethics and the Principles of Professional Conduct for the education profession as prescribed by the State of Florida.
- 3.5 Teachers shall be entitled to the full right of citizenship as granted by the laws and constitution of the State of Florida and of the United States.
- 3.6 The Master Contract between the Walton County school Board and the Walton County Education Association will be placed and maintained by the Walton County School Board on the Walton County School District web site.
- 3.7 Teachers shall be given any new rules and/or regulations that apply to them before their implementation.
- 3.8 There shall be a uniform countywide disciplinary form available in each school for disciplinary purposes. Any referrals of a pupil by a teacher shall be made on such disciplinary forms and submitted to the principal or his designee. A copy of the action taken will be returned to the teacher within three (3) working days except in emergencies.
- 3.9 No disciplinary action which affects a teacher's employment and/or evaluation shall be taken against a teacher on the basis of a complaint by a parent, student, or other individual, until notice of such action is provided to the teacher and conforms to the provisions set forth in 3.10 and all other applicable provisions of this agreement.
- 3.10 Discipline of teachers shall be in accordance with applicable provisions of Florida Statutes and Board policies. Such discipline may include one (1) or more of the following: (a) formal or informal conference; (b) oral warning; (c) written directive; (d) written reprimand; (e) suspension with or without pay; and (f) termination. If a written reprimand is issued it shall:
 - A. Be in writing and shall set forth as specifically as possible the factual basis upon which the reprimand is issued.

- B. Cite the rule, regulation, policy, conduct, procedure, order or law violated.
- C. State that the document constitutes a written reprimand.
- D. State that the act(s) or omission(s) are to be corrected, and failure to do so may subject the teacher to further disciplinary action.
- E. Be provided to the teacher within five (5) days of its preparation.

A copy of the reprimand shall be placed in the teacher's personnel file in the district office. The teacher shall be entitled to attach a written response to the reprimand stating his/her position. A teacher may request the Superintendent review the appropriateness of a reprimand.

- 3.11 Teachers shall be provided with indemnification and protection by the Board for lawful actions performed within the scope of their employment in accordance with applicable Florida law and the Board's rights and options therein. Such indemnification shall include coverage for losses or damages to personal property of teachers incurred while carrying out assigned duties.
- 3.12 The WCEA shall be notified when a school applies for conversion to a charter school or a deregulated school.
- 3.13 Teachers on annual contract shall be given such contract to sign within ninety (90) days of their first (1st) workday. Teachers receiving a professional service contract for the first (1st) time shall be given such contract to sign within ninety (90) days of the start of the succeeding school year.
- 3.14 Teachers are responsible for providing effective instruction and remediation. Effectiveness will be based upon evidence of academic progress, the implementation of the Sunshine State Standards and the Walton district curriculum, and the establishment of a productive learning environment. Teachers shall be responsible for methods to be used to meet the effectiveness standard subject to administrative oversight.
- 3.15 WCEA is the sole bargaining agent for its members. Teachers may serve on district committees for input but do not have the right to bargain any terms and conditions of employment by participation on a district committee.

Article IV Teaching Conditions

- 4.1 The amount of the teacher's supply allocation shall be made available to each teacher by the start of the fourth (4th) week of school.
 - A. Teachers who are awarded items for participating in district programs will be allowed to utilize those items for their intended use and move those items if they relocate within the county.
- 4.2 Any significant change in terms and conditions of employment of teachers not included in this agreement shall be furnished in writing to the WCEA before their implementation.
- 4.3 Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks, which constitute a realistic danger to their health, safety, or well being. Each teacher shall report in writing to his or her principal any unsafe or hazardous condition upon observation. Within five (5) days the teacher shall receive a written receipt of complaint from the building administrator. Teachers shall be made aware of any threatening situation on the campus or of threats made against them in a timely manner.
- 4.4 All monies collected shall be turned in to the principal or his designee by 2:30 P.M. of the day collected. Teachers shall be held liable for any losses to the extent that negligence was the reason for such losses.
- 4.5 Elementary teachers shall have fifty (50) minutes minimum planning time during the school day. Every effort should be made to have as many consecutive minutes as possible.

All elementary teams, including special subject teachers, may schedule up to fifteen (15) continuous minutes relief time during the instructional day.
- 4.6 A teacher may freely volunteer to teach a sixth (6th) class instead of being assigned non-teaching duties. This shall be strictly voluntary and no reprisal will be taken against a teacher for declining to teach a sixth (6th) period. Every attempt will be made to limit the number of this sixth (6th) teaching assignment to a minimum. Any teacher volunteering to teach an extra period will be relieved of all hall, bus and lunchroom duties.
- 4.7 No teacher shall be required, unless there is no other reasonable alternative available, to teach more than one (1) course code class during one (1) class period.
- 4.8 Middle and high school teachers shall normally instruct the equivalent of five (5) classes each day as approved by the Principal. Each teacher

should have the equivalent of fifty (50) minutes of planning time during the school day.

- 4.9 Planning time may be used for planning and evaluating classroom instruction parent-teacher conferences, or other activities as approved by the principal.
- 4.10 Teachers shall provide substitutes with written plans, schedules and other information as needed for the substitute to carry out their duties. In the case of emergencies, all parties understand that this may not be possible.
- 4.11 Teachers may assist in finding a substitute when it is necessary for them to be absent, however a teacher cannot be required to have a substitute as a condition to taking leave.
- 4.12 Teachers shall have a 30 minute duty free lunch.
- 4.13 Teachers shall not be assigned bus, lunch, or break duty any two (2) consecutive weeks, except in emergency situations as determined by the principal.
- 4.14 Teachers shall not be responsible for monitoring students during their scheduled planning time except in cases of emergency as determined by the principal. Use of teachers as substitutes for other teachers shall be kept at a minimum. No teacher shall be required to substitute for another teacher more than twice during any week except in case of school emergency.
- 4.15 Teachers shall be informed of scheduled activities which will disrupt their classes as soon as possible. Every attempt should be made to hold class interruptions to a minimum.
- 4.16 A teacher shall maintain lesson plans, grade books and attendance records. Lesson plans shall be available for review by the principal. At the completion of the SMS implementation process, teachers will only be required to maintain lesson plans, grade books, and attendance records in one format as stipulated by the principal.
- 4.17 Teachers shall complete forms to the best of their ability and be required to certify compliance only with rules and regulations for which they are responsible.
- 4.18 A teacher shall report incidents of sexual harassment to the Personnel Director and/or Superintendent. The Personnel Director and/or Superintendent shall investigate and inform the teacher of any action to be taken within an appropriate time frame of the incident. A teacher reporting sexual harassment shall not be subject to retaliation.

- 4.19 When a teacher self reports arrests, charges, convictions or other adjudication in accordance with School Board policy, the teacher shall be notified of any material furnished to authorities.
- 4.20 All physical education teachers and all coaches shall acquire and maintain CPR certification and basic first aid training at no cost to the teacher.
- 4.21 A teacher participating in the National Board Certification process shall be granted TDE leave to participate in District approved activities relating to the process.
- 4.22 All teachers required to complete AIP'S or IEP's on-line will be granted up to ten (10) hours compensatory time. The parties agree that the compensatory time program will continue during the 2005/2006 school year until such time that the technology issues have been solved and are available at each worksite.
- 4.23 Junior Reserve Officer Training Corps (JROTC)
A commissioned or noncommissioned military officer who is an instructor or junior reserve officer training (JROTC) must hold a teaching certificate pursuant to these rules. To hold such certificate the individual must meet the following conditions and/or qualifications:
- A. The commissioned or noncommissioned military officer if retired from active military duty with at least twenty (20) years of service and draws retirement pay or is retired, or transferred to retired reserve status, with at least twenty (20) years of active service and draws retirement pay or retainer pay.
 - B. Satisfies criteria established by the appropriate military service for certification by the service as a junior reserve officer training instructor.
 - C. Has an exemplary military record.
 - D. Must file a complete set of fingerprints with the District.

JROTC instructors will be governed by the Master Contract between the Walton County School District (WCSD) and the Walton County Education Association (WCEA) Instructional Employees for all concerns except salary. Salary will be determined according to JROTC policy.

Article V

Professional Orientation Program

- 5.1 At such times as the School Board reviews any successor program, the WCEA shall be allowed the opportunity to make suggestions for changes in the program.
- 5.2 The Board and WCEA agree to jointly conduct a new teacher orientation program.

Article VI

Length of Work Year

- 6.1 The length of the work year for teachers on a ten (10) month contract shall be one hundred ninety six (196) days. Teachers employed on ten (10) plus one (1) contracts shall work two hundred sixteen (216) days. Teachers on ten (10) plus two (2) contracts shall work two hundred thirty six (236) days. Teachers employed on a twelve (12) month contract shall work the same number of days as non-teacher, twelve (12) month annual contract personnel.
- 6.2 During the regular school year, there shall be six (6) paid holidays for teachers.
- 6.3 There shall be a committee responsible for recommending a tentative school calendar. Two (2) members of this committee will be appointed by the WCEA president and two (2) members by the Superintendent. The Board shall also appoint one (1) of its members to serve on the committee. Before April 1 of each year, this committee shall meet and confer to recommend a tentative school calendar to the Superintendent and Board.
- 6.4 In the event of emergency, the Superintendent has the authority to close any school or office. The administration will give public notice of such closing through the public media.

Article VII

Length of Work Day

- 7.1 The length of the workday for teachers shall be seven and one half (7 1/2) hours, which shall include a 30 minute duty free lunch. On days teachers have no contact with students they may schedule their lunch at any appropriate time as determined by the principal and may be up to an hour in length. If no specific activities are planned for the last hour of a day on which they have no contact with students, that time may be used for lunch. Planning time shall be used for planning and evaluating classroom instruction, parent-teacher conference or other activities approved by the principal.
- 7.2 Teachers may be required to attend one (1) open house each school year, which shall not exceed two (2) hours in length. Teachers of students in grades nine (9) through twelve (12) may be required to attend their school's graduation exercises.
- 7.3 Teachers may be required to stay past the end of the normal workday to attend a faculty meeting no more than nine (9) times a year. Such faculty meetings shall begin as soon as feasible after the end of the student day. The meetings shall not extend more than thirty (30) minutes beyond the close of the workday. Every attempt should be made to make faculty meetings concise and relevant. Teachers will be excused from attendance when they provide a valid reason as approved by the principal.
- 7.4 Teachers are expected to be at their workstations during the school day unless their absence is covered by leave. If a teacher leaves their workstation during the workday, they should notify their principal in a manner approved by the principal. Teachers shall not be required to sign in at the start of the workday or out at the end of the workday for official purposes unless for disciplinary reasons as determined by the principal, otherwise any sign in or out may be used only for informational purposes.
- 7.5 Compensatory time shall be granted for volunteer duty, assigned duty or for other activities approved by the principal and only for those activities that are beyond the normal, everyday duties of a teacher. It shall be earned and used in the following ways:
- A. Compensatory time shall be earned and used in quarter hour increments. Up to seven and one half hours (7.5) of compensatory time may be used on days when students are in attendance, as well as on days when students are not in attendance. No reason shall be required for the use of compensatory time.
 - B. Compensatory time may not be used to extend a holiday period and may not be used ten (10) working days prior to or during FCAT Writes or FCAT state assessment periods. This exclusion does not apply to time after the student day or for a verified illness.

- C. The maximum amount of compensatory time that may be carried over to the next school year shall be fifty (50) hours. The maximum balance during any school year shall be fifty (50) hours.
- D. Compensatory time shall not be used to cover excessive tardiness as determined by the principal.
- E. A maximum of three (3) professional days may be designated as no compensatory time days for the purpose of holding activities which are specifically stated in a school improvement plan. Compensatory time may be used on these days in case of emergency or if the teacher has participated in a similar activity previously, as determined by the principal. This does not require that three (3) days be so designated. Teachers shall be informed of any event no later than three (3) weeks prior to any day so designated. Beginning in the 05-06 fiscal year a teacher workday will be scheduled at the end of each nine (9) week grading period, except for the final grading period.
- F. Compensatory time may not be used as payout at termination.

Article VIII Leaves

8.1 Unpaid Leave

- A. A teacher may request a leave without pay for a specified period up to one (1) year. This request shall be granted for the following reasons:
 - 1. Leave to serve in the armed forces;
 - 2. Leave for academic study;
 - 3. Leave for serving in the Peace Corps or VISTA;
 - 4. Leave for child bearing or child rearing, either husband or wife, natural or adopted child;
 - 5. Leave to run for or serve in an elective office;
 - 6. Leave for personal or family related health, including mental health.

- B. No leaves shall be granted to any employee who desires to seek employment in another field. A teacher on unpaid leave may participate in all employee benefits provided he/she pays the full cost of such benefits on a monthly basis. A teacher who wishes to return to work before the end of the requested leave shall notify the Superintendent in writing. The Board shall allow the teacher to return to work when a position is available. Upon approval by the School Board a teacher on unpaid leave may accept employment with pay when such employment is necessary for support and there is no currently available position within the School District.

- C. Both parties agree to abide by the conditions contained in the Family and Medical Leave Act.

- D. No other leave shall be counted against an employee's 12 (twelve) week family and medical leave entitlement.

- E. Intermittent or Reduced Schedule Leave – An employee may take leave intermittently or on a reduced schedule when medically necessary due to their own serious health condition or to care for a covered family member with a serious health condition. In order to accommodate an employee's request for intermittent leave or leave on a reduced schedule that is foreseeable based on planned medical treatment, and would otherwise be denied due to hardship on the employer, the employer will explore the possibility of a transfer to an alternative position that has equivalent pay and benefits. If an eligible instructional employee needs to care for a family member or the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the employee would be on leave for more than twenty (20%) percent of the total number of working days over the period the

leave would extend, the Superintendent may require the employee to choose either to take leave for a period of a particular duration (not greater than the duration of the planned treatment); or transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position. An employee may take leave intermittently or on a reduced leave schedule for the birth or adoption (or foster care placement) of a son or daughter only if the employee and employer agree to such an arrangement.

- F. It is understood by all parties that paragraphs seven (7) and eight (8) of School Board Policy concerning the Family Medical Leave Act shall only apply in circumstances where the employee seeks intermittent Family Medical Leave or Family Medical Leave at the end of the term. The provisions of paragraphs seven (7) or eight (8) shall not limit or impact other types of leaves available to the employee.

8.2 Paid Leave

A teacher may request the following leaves with pay:

- A. Sick Leave: A full-time teacher is entitled to four (4) days of sick leave as of the first day of employment of each current year, and thereafter is credited with one (1) additional day of sick leave times the number of months of employment during the year of employment or ten (10) days whichever is greater. Sick leave and personal leave may be used in quarter hour increments.
- B. A teacher may authorize his or her spouse, child, parent, or sibling who is also a district employee to use sick leave that has accrued to that teacher. Any teacher who is recipient of such donated leave shall not use the leave until all of his or her sick leave has been depleted, excluding leave from a sick leave pool.
- C. Sick leave shall be cumulative from year to year, and any leave charged against accrued sick leave shall be with full compensation. Sick leave shall not be used prior to the time it is earned and credited to the employee. Sick leave shall be taken when a teacher's service is interrupted by temporary disability which renders him/her not capable of performing his/her duties, or because of an illness or a death of his father, mother, brother, sister, husband, wife, child, other close relative, or a member of his/her own household. The term "temporary disability" as used herein shall include personal illness, injury, or surgery, in addition, any temporary disability of a teacher existing as a result of pregnancy, childbirth, miscarriage, abortion, or recovery which renders a teacher physically incapable of performing his/her duties.
- D. The teacher shall notify the principal or his designee at the earliest possible time when he/she finds it necessary to take sick leave. Any request for sick leave shall be filed on the appropriate form and submitted to the principal or his designee within five (5) workdays following his/her return to work. A licensed physician must verify

sick leave in excess of ten (10) consecutive workdays by stating the nature and length of disability. Willful submission of false claims for sick leave shall be deemed absence without official leave and shall be subject to appropriate disciplinary action by the Board.

- E. When a member of the instructional staff employed in the Walton County School District interrupts service and subsequently returns to duty in the district without having transferred his sick leave credit to another Florida school district, such accrued sick leave credit shall become valid on the first (1st) day of contractual service.
- F. A member of the instructional staff may transfer such leave earned in an instructional capacity with another Florida school district to Walton County. However, no transferred leave shall be credited to an employee's account at a rate or in an amount exceeding that earned while an employee of the Walton County School Board.
- G. A teacher may use up to six (6) sick leave days for personal reasons. These personal reasons shall be at the discretion of the teacher. A teacher planning to use sick leave days for personal reasons, other than for an emergency, shall notify his/her principal at least two (2) working days in advance. A teacher shall not be required to give reasons for such leave, except that the leave is for "personal reasons."
- H. Illness in line of duty leave: A teacher shall be entitled to illness-in-the-line-of-duty leave when it is necessary that he/she be absent from his/her duties because of a personal injury received in the discharge of his/her duties or because of personal illness from any contagious or infectious disease contracted while performing job related duties. Illness-in-the-line-of-duty leave for a teacher shall be authorized for a total of, but not to exceed, ten (10) school days during any school year. If a teacher has used the ten (10) days allowed, he/she shall be granted additional leave by the Board with the only requirements being those listed below:
 - 1. The teacher shall file a certificate signed by a licensed physician designated by the Board stating that the teacher is unable to return to duty because of the injury or illness for which the initial leave was granted.
 - 2. The teacher shall agree to file a medical report at such intervals as the Board may direct showing that he/she is unable to perform his/her assigned duties.
 - 3. The teacher shall not engage in any type of employment for which he/she will receive pay.
 - 4. The teacher is under contract during the time of such leave.
- I. A teacher who has any valid claim for compensation while absent ten (10) days or less because of illness contracted or injury incurred in-the-line-of-duty shall file a claim within five (5) working days after his/her return to work. The Board shall

approve such claims and authorize payment. A denial of worker's compensation benefits by the proper state hearing officer and procedures shall negate the teacher's entitlement to any leave herein beyond ten (10) days.

- J. A teacher shall apply for and comply with workers' compensation under Florida law when he/she is unable to perform his/her duties for more than ten (10) working days due to a personal injury received or due to an illness from a contagious or infectious disease while on duty. Any workers' compensation payments received by the employee while on illness-in-the-line-of-duty leave shall be deducted from his/her gross salary or the workers' compensation payments received by the employee shall be endorsed to the Board. Illness-in-the-line-of-duty leave shall not be charged to accumulated sick leave and shall be terminated when it is determined that the teacher has a permanent disability or returns to work.
- K. Jury/witness duty leave: A teacher who must be absent from school because he/she has been selected for jury duty, subpoenaed to appear or to testify in cases not involving personal litigation or for matters not related to his/her employment shall be paid his/her regular salary by the Board, provided, however, that payments received for such duty are endorsed to the Walton County School Board. Teachers shall be allowed to keep their travel expense for such duties.
- L. Temporary duty elsewhere (TDE) leave: A teacher shall be granted temporary duty elsewhere leave when he/she is assigned professional duties other than his/her normal assignments. A teacher granted TDE leave shall receive his/her regular pay and shall be allowed travel expenses for mileage at the rate adopted by the Board for all employees in excess of a regular travel day. When travel is outside the county, per diem will be paid at the rate adopted by the Board for all employees. The temporary duty shall be considered equal to the normal duties of the teacher and he/she shall not be classified or considered as being on leave.
- M. TDE leave may also be granted, with the principal's approval, when it is necessary for a teacher to participate in professionally related activities that would require a teacher to be absent from his/her normal duties.
- N. Military leave: A teacher shall be granted military leave with pay in accordance with Florida Statutes.
- O. Annual leave: A teacher employed on a twelve (12) month basis shall accrue and be granted annual leave in accordance with School Board policy.

8.3 Leave of Absence

A teacher may be granted a leave of absence by the School Board in accordance with Board policy.

8.4 Sabbatical Leave

- A. For the encouragement of continued professional development, the Board may grant sabbatical leave without pay for one (1) school year.
- B. A teacher who has satisfactorily completed six (6) consecutive years of service in the District may apply for sabbatical leave.
- C. A teacher who requires a sabbatical leave for study or research will be expected to enroll as a full time student at an institution of higher learning.
- D. The application for sabbatical leave, including a plan for study, must be submitted to the Superintendent or his designee by April 1 of the school year preceding the school year in which the leave is requested.
- E. Applications for sabbatical leave will be screened by the Superintendent or his designee and the successful applicant will be notified in writing by May 15, of the school year preceding the school year in which the leave is requested.
- F. Not more than three (3) teachers represented by the bargaining unit shall be granted sabbatical leave during any one (1) school year.
- G. The teacher, upon returning, will be returned to his former position or similar position.
- H. The Board shall pay the amount of the single insurance premium that would have been paid had the professional employee actually been employed.
- I. If the teacher resigns at the end of the sabbatical leave and does not return, such teacher shall be required to reimburse the Board for the amount of the single insurance premium.

8.5 JOB SHARING LEAVE

- A. A teacher on continuing contract or professional service contract may, at the discretion of the Board, obtain a leave to participate in a district job-sharing arrangement, provided that a suitably competent teacher can be retained to share the position.
- B. Job-sharing arrangements may continue from year to year provided that a suitably competent teacher requests and the Board approves an annual extension and further provided that a job share is not split between two (2) school years. Such leave will not be granted for the purpose of other employment.
- C. A teacher on job-sharing leave may return to full time employment only at the beginning of a school year, provided he/she has notified the District in writing of his/her desire to do so prior to March 1 of the year the teacher is on job-sharing leave.
- D. The application and proposed plan for a job-sharing leave must be approved and acted upon by the immediate supervisor and submitted to the Superintendent.
- E. Any teacher whose request for job-sharing leave is denied, may, upon request, receive the reason for such denial in writing from the administration.
- F. The responsibilities of an assignment by two (2) job-sharing teachers may be divided according to a plan designed by the job-sharing teachers, with the concurrence of the receiving principal or if there is none, the appropriate administrator. This plan will include but not be limited to, teaching responsibilities, substitution procedures, schedule of work hours and/or days, attendance at staff meetings, district meetings, parent conferences, and field trips.
- G. Participants in job-sharing positions will be placed appropriately on the teacher's salary schedule, and salaries will be prorated according to time worked. Teachers in job-sharing positions will receive experience movement following accumulation of more than one-half (1/2) equivalency of one (1) year of full time service.
- H. Participants in job-sharing positions will receive a prorated amount of leave benefits. Contributions to the FRS will be proportionate to the time worked. Insurance benefits shall be prorated.
- I. During the period of time spent in a job sharing position, seniority credit of the teacher(s) will accrue in proportion to the time worked.

8.6 MISCELLANEOUS LEAVE PROVISIONS

- A. A teacher who is willfully absent from duty without leave shall forfeit compensation for the time of the absence and shall be subject to dismissal from employment.
- B. Leave may be used in quarter hour increments. A record of such leave shall be kept in the school office and a leave form submitted to the district office when three (3) hours have been used.

Article IX In-service

- 9.1 A professional development program shall be planned and made available to teachers. Participation of in-service activities shall be voluntary with the exception of school improvement projects that are approved by the school faculty and administration and held during the normal workday.
- 9.2 Where appropriate teachers participating in professional development may receive stipends, compensatory time, or salary in addition to in-service points.
- 9.3 The WCEA may provide professional development opportunities to the teachers of Walton County.

Article X

Instructional Performance Appraisal System

- 10.1 The assessment of the performance of each teacher shall be the responsibility of the principal. The School District shall maintain a program to ensure that anyone with assessment responsibilities will be updated regularly on current procedures.
- 10.2 The primary purpose of the assessment and supporting procedures is to improve instruction and promote student growth and achievement.
- 10.3 Before a teacher can be given a final assessment as specified by the Board adopted instructional performance appraisal system, the principal must have made observations of the teacher's performance as prescribed by the appraisal system. All observations shall be conducted with full knowledge of the teacher. Mechanical devices may be utilized only with the knowledge of the teacher.
- 10.4 Following each formal assessment process, the principal shall meet with the teacher to discuss and complete the teacher final assessment form. The teacher and principal shall sign the teacher final assessment form before it is placed in the teacher's personnel file. Such signature by the teacher only acknowledges that he/she has read the report but does not necessarily indicate agreement. The teacher will receive a copy of the completed final assessment at the time of signing.
- 10.5 In the event a principal becomes aware of the need of a teacher to improve his/her performance, an improvement notice shall be completed within ten (10) days of having knowledge of the need. Such completion shall be made with full knowledge and consultation of the teacher.
- 10.6 State approved measures of learning gains shall be used in assessing teacher performance.
- 10.7 Teachers shall have the right to be informed of the source of any information used in their assessment.
- 10.8 Any assessment not conforming to this article shall be considered null and void.
- 10.9 The teacher shall have the right to respond in writing to any assessment and/or improvement notice and submit additional, pertinent information. All such material shall be placed in the teacher's personnel file.
- 10.10 The final assessment form shall be completed not later than September 30 of the following school year except for annual contract employees not returning to the district who will receive an evaluation prior to the end of the current instructional year.

- 10.11 Teachers hired after the beginning of the school year will have a minimum of six (6) weeks before a written assessment is made.
- 10.12 If a teacher resigns or takes an extended leave, the principal shall assess the teacher at least one (1) week prior to the effective date of the resignation or leave, except in cases of emergency. Solely, the principal shall determine emergency status and his/her decision shall be final.
- 10.13 Should any provisions of this Article conflict with the Board adopted instructional performance appraisal system; the Board adopted appraisal system shall take precedence.

Article XI

General Employment Practices

- 11.1 Teachers shall be mailed written notice of their class schedule at least ten (10) working days prior to the first (1st) working day for teachers. Schedules may be changed to meet the needs of students in case of an unforeseen situation that might occur after notifications of their schedule.
- 11.2 Annual contract teachers and teachers going on professional services contract for the first (1st) time shall be notified of their employment status for the next school year within ten (10) days of Board action.
- 11.3 After a teacher is employed, any physical required of a teacher shall be at Board expense, in accordance with applicable law, and a copy of any report based on it shall be given to the teacher.
- 11.4 Teachers in a school shall be given first (1st) and equal consideration for a position when a new teaching position is created or a current position is vacated.
- 11.5 Should a principal not fill a position with a teacher from that school, then a vacancy is deemed to exist. Such vacancy shall be advertised on the district website and each school district center for one (1) week. No offer of employment shall be made until the one (1) week period is over. Teachers desiring transfers to a school and non-renewed annual contract teachers with a satisfactory evaluation shall be given first (1st) consideration for filling the vacancy. If a vacancy is not filled within four (4) weeks of the end of the advertising period, it shall be re-advertised for another one (1) week period. During August, teaching vacancies occurring may be filled by advertising three (3) days in the district.
- 11.6 The Board may fill a vacancy due to an increase in student enrollment during the first (1st) week of the student school year or in an emergency situation during the teacher school year without advertising the position.
- 11.7 A teacher desiring to transfer from one (1) school center to another shall file a written statement of such desire with the principal of the school to which they wish to transfer. This should be done yearly or when the teacher wants to be considered for an advertised vacancy. Teachers may exchange positions between two (2) schools by approval of both principals.

- 11.8 A teacher may be involuntarily transferred provided they are given, upon request, a written statement of the reasons for the transfer. If the transfer is to resolve a situation in which the teacher is not involved, the teacher shall be allowed to transfer to any unfilled position in the district for which they are certified when available. All transfers are subject to principal's approval and may be refused providing good and sufficient reasons exist.
- 11.9 A principal may change the teaching assignment of a teacher within the school. Such assignment shall be in the best interest of the school program and never as a punishment. Every attempt shall be made to make any change in teaching assignment agreeable to all parties involved. Teachers may file requests for changes in teaching assignment with their principal.
- 11.10 A teacher holding a temporary certificate and who has not met all the general knowledge requirements by the end of their first (1st) year of teaching shall not be recommended for re-employment. If the teacher can show evidence of meeting the general knowledge requirements by the start of the next fiscal year they may be considered for re-employment, being given first (1st) consideration for their previous position.
- 11.11 Any teacher who has not met all the requirements for a five (5) year professional teaching certificate by the end of their first (1st) three (3) full years of employment shall not be recommended for re-employment. Once they have met all requirements for a professional certificate or are eligible for a temporary certificate they may be considered for re-employment.
- 11.12 Any teacher assigned to teach out-of-field shall comply with State Board of Education Administrative rule 6A-1.0503 with regards to being a qualified instructional person. A teacher may apply for a waiver under the waiver procedures of 6A-1.0503(3)(b) 4.
- 11.13 In accordance with state law, the School District shall develop a plan to assist teachers teaching out-of-field to meet the requirements of 6A-1.0503.

Article XII Insurance

- 12.1 An insurance committee shall be responsible for making recommendations to the Superintendent and the Board on the implementation of an insurance program for the employees of the School District. The committee shall consist of four (4) members appointed by the WCEA and four (4) members appointed by the Superintendent.
- 12.2 One (1) of the committee members appointed by the Superintendent shall be chairman of the insurance committee. It will be the responsibility of the chairman to organize meetings as needed and provide information about the program to committee members.
- 12.3 A payroll deduction slot for the group health plan will be provided to teachers.
- 12.4 A payroll deduction plan and slot will be provided to teachers. The insurance committee shall be responsible for recommending a plan to the Superintendent and Board.
- 12.5 The Board shall pay any charge to employees for participating in a payroll reduction plan. This amount shall not exceed two dollars per month.
- 12.6 A payroll deduction slot shall be provided for use by WCEA members for participation in new insurance and annuity programs sponsored by the WCEA. Such programs shall not include major medical health insurance and shall require at least twenty (20) participants.
- 12.7 The Board shall pay the annual premium for each teacher's individual health plan, up to \$5,436.36 (five thousand nine hundred thirty six dollars and thirty six cents) for the 2010-2011 school year. The premium cost shall be considered as part of the total compensation package.

Article XIII

Professional Compensation

- 13.1 The basic salaries of teachers covered by this agreement shall be set forth in Appendix A of this agreement.
- 13.2 Salaries of teachers employed to teach in the school district shall be computed on an hourly rate based on the following formula:
- One (1) over the number of contractual days times the respective teacher's regular current annual salary times one (1) over seven and one half (7.5).
- 13.3 Teachers who do not receive a supplement, but who have assignments, including but not limited to, committees and school activities beyond the normal school day may be paid an hourly rate of their annual contractual salary if approved by the Superintendent and Board. A teacher may volunteer for an assignment.
- 13.4 Any teacher employed to teach in a regularly established part-time position shall be paid on an hourly basis.
- 13.5 Stipends for participation in curriculum workshops, state-supported summer institutes, and workshops for approved programs such as support team training for the beginning teacher program shall be \$12 per hour. In-service points shall be awarded for these activities when the in-service plan contains an appropriate component.
- 13.6 Salary supplements shall be set forth in the Appendix B of this agreement.
- 13.7 A teacher may elect to receive annual payment for any unused accumulated sick leave earned in the current school year. Payment for the days requested should be based on the daily rate of pay of the employee, multiplied by eighty (80%) percent. Days for which payment is received shall be deducted from the employee's accumulated sick leave balance. Requests for such payments shall be made in writing to the Superintendent by June 14 with that payment being made by June 30. The Board shall have the right to prorate this benefit.
- 13.8 Terminal pay is defined as the amount a teacher shall be paid for accumulated sick and/or annual leave upon retirement from the Walton County School System, or the amount of teacher's designated beneficiary or estate shall be paid for accumulated sick and/or annual leave upon death of a teacher that is an employee of the Walton County School System. The amount of terminal pay shall be calculated as follows:
- A. If retirement or death occurs during the first three (3) years of service, the daily rate of pay multiplied by thirty-five (35%) percent of the number of days of accumulated sick and/or annual leave.

- B. If retirement or death occurs during the next three (3) years of service, the daily rate of pay multiplied by forty (40%) percent of the number of days of accumulated sick and/or annual leave.
 - C. If retirement or death occurs during the next three (3) years of service, the daily rate of pay multiplied by forty-five (45%) percent of the number of days of accumulated sick and/or annual leave.
 - D. If retirement or death occurs during the next three (3) years of service, the daily rate of pay multiplied by fifty (50%) percent of the number of days of accumulated sick and/or annual leave.
 - E. If retirement or death occurs during or after the thirteenth (13th) year of service, the daily rate of pay multiplied by the number of days of accumulated sick and/or annual leave the teacher has up to a maximum of one hundred ninety-six (196) days.
 - F. The maximum number of days for which terminal pay may be paid is one hundred ninety-six (196) days.
- 13.9 Employees who lose paychecks must pay the bank's stop-payment charge (currently \$20). If a check is torn or mutilated, *e.g.*, left in clothes that are then washed, the employee can present the torn or mutilated check to the Payroll Department for replacement and the stop-payment charge is waived.
- 13.10 If a teacher's employment is terminated and the teacher is not under suspension or charges pending which could result in dismissal from employment, the teacher shall receive, if requested, fifty (50%) percent of the terminal pay they would have received if their termination had been for retirement or death. This shall apply only to sick leave earned in Walton County.
- 13.11 Payment of terminal pay shall be made within forty five (45) days of retirement or death.
- 13.12 Teachers desiring to receive their final paychecks on June 15 or last workday before June 15 shall so inform their principal by their last workday.
- 13.13 Teachers employed as consultants shall be paid \$165 per day.
- 13.14 No teacher may receive more than four (4) supplements. The limit may be waived by mutual consent of the parties.
- 13.15 In the event that any amount is deducted for any purpose from a teacher's paycheck, the teacher will be given a written explanation for the adjustment upon issuance of the check or within five (5) working days thereafter.

- 13.16 In the event that a teacher is required to payback any amount, the repayment rate shall be one-twelfth (1/12) of the amount due, but not less than \$25 per month or more than \$50 per month. The balance would be due upon separation from employment.
- 13.17 Any underpayment to a teacher will be corrected with a check being issued as soon as possible or within five (5) working days thereafter.
- 13.18 No teacher shall have a paycheck held, except for failure to complete all employment requirements and post school checkout procedures.
- 13.19 If a substitute teacher, who holds a current regular teaching certificate, is employed for more than twenty (20) consecutive days in a position, they shall be paid regular teacher's salary for the entire amount of time in that position.
- 13.20 A teacher who enters the deferred retirement option program (DROP) may choose to receive payment of terminal pay according to the following terms:
- A. Such terminal pay shall be paid at the teacher's rate of pay on their first (1st) day under DROP.
 - B. Payment may be divided into a maximum of five (5) annual installments, to be paid before the teacher's retirement, at the teacher's choice.
 - C. All terminal pay remaining due shall be paid at the end of the teacher's employment with the WCSD.
 - D. The teacher shall submit a resignation to the School Board, the effective date of which shall be within the five (5) years from their date of entering the DROP program. A teacher may choose to retire before that date.
 - E. The teacher shall submit a resignation to the School Board, the effective date of which shall be within the five (5) years from their date of entering the DROP program. A teacher may choose to retire before that date.
 - F. Leave for which terminal pay is received shall be removed from the teacher's accumulated total.
 - G. After entering the DROP terminal pay program, leave earned may not be accumulated for terminal pay purposes, but a teacher may chose to receive payment for any unused sick leave at the end of each school year in accordance with the provisions of the collective bargaining agreement.
- 13.21 In the event a teacher remains employed past the termination date of employment, the teacher shall be responsible for costs involved with respect to the DROP.

- 13.22 A teacher entering the DROP but not choosing the above option shall be paid terminal pay in accordance with the provisions of the collective bargaining agreement.
- 13.23 Employees who are retiring, terminating with at least ten years of service or entering into DROP and have accumulated at least \$1,000 in terminal leave pay will participate in the BENCOR plan. Retiring employees and DROP participants will have immediate access to all BENCOR Plan contributions. Distributions may be subject to IRS early-cash distribution penalties. If a participant's distribution request form is received by Wednesday of any given week, it will generally result in a check being mailed to the participant's address on the following Monday. This timeframe also applies for rollovers into other qualifying plans or into IRAs. (This distribution schedule assumes that money has been sent by Walton County School District to the trustee, Wachovia Bank, NA, and that the distribution request form has been properly completed.) FICA/Medicare taxes are not paid on Plan contributions. This represents a 7.65% savings to the employee. Federal income tax is deferred until the employee withdraws funds.
- 13.24 A teacher completing the requirements for a change in degree at the end of a quarter or semester during an academic school year may change degree for salary schedule purposes during the school year. The employee shall apply for a change in degree for salary purposes as soon as he or she becomes eligible. The effective date of the change in salary rate shall be the same as the date of graduation shown on the transcript.
- 13.25 For the 2008-2009 school year, teachers at Title One Schools In Need of Improvement (SINI) face an increased level of job performance difficulty due to challenging school demographics and federal requirements. Teachers at the district's SINI schools will be paid their regular hourly rate of pay for additional responsibilities outside of the regular school day as defined by the District's Title One School Improvement Plan. The plan includes pay for student assessment data analysis and Progress Monitoring Assessment data review. Additionally, a teacher at each of the two SINI schools who is identified to serve as Supplemental Educational Services (SES) site facilitator will be paid his/her hourly rate of pay to assist the district in implementing Supplemental Educational Services (SES). This plan will serve as our Title One Differentiated Pay Plan (Differentiated pay requirement appear in bold.)
- 13.26 For school year 2009-2010 employees shall receive credit on the salary schedule for all verified related experience including a maximum of two (2) years of active duty military service or Peace Corps service. For school year 2010-2011 employees shall receive credit on the salary schedule for all verified related experience including a maximum of three (3) years of active duty military service or Peace Corps service. Experience will be verified as honorable or discharged under honorable condition through a DD214.
- 13.27 Effective July 1, 2009, instructional personnel, with the exception of military retirees, who have retired and are newly hired shall not receive credit on the salary schedule

for any years of experience that have been used by the employee to qualify for retirement.

Article XIV

Grievance Procedure

- 14.1 A "grievance" is an alleged violation, misinterpretation, or misapplication of a specific article of this Agreement.
- 14.2 All employees and the Union shall have the right to file grievances. Grievances shall be processed according to the procedures contained in this Article.
- 14.3 The aggrieved and the employer shall have the right to appoint representatives to be present for all meetings, hearings, appeals, or other proceedings relative to the grievance. No grievant(s) may be required to discuss the grievance if their representative is not present. When grievance meetings, hearings, or conferences must be conducted during school hours, the grievant(s), witnesses and representatives shall be released from regular assignments, with pay, to attend. Nothing herein contained will be construed as limiting the right of any employee to discuss a grievance informally with the principal-supervisor and having the grievance resolved without intervention of the Association.
- 14.4 Failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to act within the time limits shall result in the sustainment of the grievance. The time limits may be extended by mutual agreement, which the parties shall confirm in writing.
- 14.5 The right to grieve is an employee right that the parties agree will not be abridged. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participant.
- 14.6 The following steps shall be followed in the handling of all grievances.

Informal Procedure – Step I: Within sixteen (16) working days of the incident giving rise to the grievance or when the grievant first gained knowledge of the incident, the aggrieved will informally discuss the alleged grievance with his/her supervisor. If the grievant's supervisor is not the designated grievance administrator for the employee, the designated grievance administrator shall have the immediate supervisor present at the meeting. Within five (5) working days, the supervisor shall give an answer orally to the employee. If the aggrieved is not satisfied with the disposition at the informal level, he/she may initiate a formal grievance within ten (10) workdays of the answer.

Appeals from one of the following steps to the next highest step shall be filed within ten (10) working days following the expiration of time limits established for disposition of grievances at each step or the date of receipt of an official response to the grievance or whichever comes first.

Formal Procedure – Step II: If the grievant is not satisfied with the resolution of the grievance at Step I, he/she may file a formal written grievance with the grievance administrator using the proper form (see Appendix C). Grievances involving more than one employee may be filed at Step II. The grievant, the Union representative, and the grievance administrator shall meet within five (5) working days after the grievance is filed in an effort to resolve the dispute. The parties may mutually agree to waive the Step II meeting and allow the grievance to proceed to Step III. The grievance administrator shall submit his/her written decision to the grievant and the Union within seven (7) working days after the Step II meeting. If no Step II meeting is held, the grievance administrator will submit a written decision within five (5) working days after the waiver is agreed upon.

Step III: If the aggrieved is not satisfied with the disposition at Step II, the grievance may be submitted to the Superintendent or designee. Within seven (7) workdays from receipt of the grievance, the Superintendent or designee shall meet with the aggrieved. Within seven (7) working days after the meeting, the Superintendent shall indicate the disposition of the grievance in writing to the aggrieved.

STEP IV: If the aggrieved is not satisfied with the disposition at Step III, the aggrieved may choose to submit the grievance to either a School Board hearing or an arbitrator. If the aggrieved chooses a Board appeal, the Board shall hold a hearing within thirty (30) calendar days after the receipt of the grievance. The aggrieved and the Board shall have the right to include in its representation such witnesses and counselors as they deem necessary to develop facts and proofs pertinent to the grievance. All expenses of counselors and witnesses for each party will be handled by the party requesting their attendance. Upon conclusion of the hearing, the Board shall have seven (7) working days in which to provide its written decision to the aggrieved. Such decision is final and not subject to the arbitration step of this Article.

STEP V: If the grievance remains unresolved at the conclusion of Step III, the grievance may be submitted to final and binding arbitration. Employees who choose a School Board hearing may not submit the grievance to arbitration. The aggrieved must notify the Board within twenty (20) working days in writing if the grievance is submitted to arbitration. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be requested to furnish a panel of five (5) names. The Board and the aggrieved respectively shall alternate by striking a name until one is left. The parties may request an entire new panel if they so desire and provided the parties mutually agree. The rules of the American Arbitration Association shall govern the proceedings. The arbitrator shall have no power to alter the terms of the Agreement. The cost of the arbitrator will be shared equally. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

- 14.7 The right to proceed to the arbitration step shall be limited to the Union.
- 14.8 The Association will be notified of all hearings conducted relative to grievances involving bargaining unit members. The Association may be present for any grievance hearing. Nothing in this Article shall be construed to prevent any employee from presenting his/her own grievance, provided the Association has been given the first right of refusal to process the grievance. The Association will be given the opportunity to be present at any meeting calling for the resolution of a grievance. Employees who desire to utilize the grievance procedure, but who do not want Association representation, shall adhere to the following conditions:

The employee must arrange for their representation.

The adjustment of the grievance must not be inconsistent with the terms of this agreement.

Association officials are given the opportunity at no loss of pay, to be present during the adjustment of the grievance, including all discussions held between employees and the Board or its representatives in connection with the grievance.

The Association is provided with a copy of all written decisions concerning the grievance. The grievance procedure shall not obligate the Association to represent non-members.

- 14.9 Notwithstanding the expiration of this Agreement, any grievance filed before the expiration of the Agreement having begun there under may be processed through the grievance procedure until resolution.

Article XV Reduction in Force

- 15.1 Article 15.2 – 15.8 shall be followed when a reduction in the number of teachers in a school or department, as determined by the Superintendent and approved by the Board, is necessary due to declining student enrollment.
- 15.2 The affected principal will determine the areas of reduction based on pupil enrollment in specific department or grade levels.
- 15.3 Volunteers shall first be considered. Volunteers shall be transferred provided there is a school that is entitled to a teacher with the volunteer's certification and qualifications and the volunteer(s) is/are approved by the receiving principal.
- 15.4 When there are not enough volunteers, involuntary transfers may be made. An involuntary transfer list shall be made, based upon length of service in the district, with the lowest in time of service being transferred first.
- 15.5 A list of vacancies, with necessary certification to fill each vacancy, will be made by all schools. Said list will be made available to all that are being transferred involuntarily. Teachers involuntarily transferred will indicate their preferences of any available vacancies.
- 15.6 The Superintendent will take the involuntary transfer list from the schools losing teachers and the list of vacancies and make assignments based upon certification, length of service in the district and preferences of the involuntary transferees. The receiving principal has the right of refusal provided good and sufficient reasons exist. If a teacher on the involuntary transfer list meets the qualifications for any vacancy the involuntarily transferee shall be hired before a person new to the county is hired.
- 15.7 Teachers involved in the reduction, who cannot transfer within their field of certification, may be allowed to teach out-of-field while working on new certification, provided such an assignment does not affect accreditation and the vacancy exists.
- 15.8 A teacher who is transferred to a vacancy where the vacancy is due to a teacher taking leave will sign a statement indicating awareness that the term of their employment may be dependent upon the duration of the leave.
- 15.9 Sections 15.10 to 15.11 shall be followed when the Board determines that a reduction in teacher staff of the district is necessary for reasons other than declining student enrollment.

15.10 The following method shall be used to determine which teachers are to be laid off when a reduction in force is necessary:

- A. Following a declaration by the Board that a reduction in force is necessary, the Superintendent will determine the number of positions in each subject area in the secondary grades and the number of positions in the elementary grades to be eliminated.
- B. The order of layoff shall be based on seniority in the certification areas being reduced with those lowest in service in those certification areas being laid off first. If a reduction in force is necessary, a seniority list by certification shall be prepared by the Board and a copy given to all teachers.
- C. Teachers being affected by a reduction in force shall be transferred to available vacancies provided they meet necessary certification requirements. The receiving principal has the right of refusal provided good and sufficient reasons exist.
- D. Teachers involved in the reduction, who cannot transfer within their field of certification, may be allowed to teach out-of-field while working on new certification, provided such as assignment does not affect accreditation and the vacancy exists.
- E. A teacher who is transferred to a vacancy where the vacancy is due to a teacher taking leave will sign a statement indicating awareness that the term of their employment may be dependent upon duration of the leave.

15.11 After a reduction in force and the hiring of teachers resumes, the Board shall determine the number of positions in the subject areas in secondary grades and in the elementary grades to be recalled. Teachers shall be recalled in reverse order of layoff within certification areas. No new to the county teachers shall be employed in a laid off teacher's certification area until all certification area teachers have been recalled or have declined to accept recall.

15.12 Teachers transferred during a reduction in force or recalled shall accept the position within ten (10) days of notification. Such notification shall be by certified mail to the last recorded address, return receipt requested. Failure to respond to the notification letter within the time required shall terminate a teacher's right to the transfer or reemployment.

Article XVI Summer School

- 16.1 The Board shall make an announcement in all schools concerning the procedure for applying for summer school positions as soon after May 1 as possible.
- 16.2 All currently employed teachers are eligible to apply for summer school employment.
- 16.3 A teacher shall be paid under the previous year's salary schedule until June 30 and under the next year's salary schedule, retroactively, after that date.
- 16.4 A teacher shall earn sick leave based on the ratio used during the regular school year, rounded to the nearest one half (1/2) hour.
- 16.5 Pay for summer school shall be paid in two (2) checks, one (1) to the last workday in June and the other one (1) week after the end of summer session.

Article XVII Miscellaneous

17.1 Should a court of competent jurisdiction or as a result of state or federal legislation declare any provision of this agreement illegal, said provision shall be automatically modified to the extent that it violates any governing law. The remaining provisions shall remain in full force and effect for the duration of the agreement, if not affected by the modified provision.

17.2 No administrator and/or teacher shall modify this agreement or enter into an understanding that violates the provisions of this agreement.

New employees will have three (3) months from their hire date to submit experience verification in order to receive credit on the salary schedule. An exception to this will be permitted only if the employee can show proof that he/she has requested verification from the former employee within the allotted time frame and the former employee has failed to respond to this request. In this instance one (1) additional month, or a total of four (4) months will be allowed for submission of experience verification.

17.3 If a situation arises where the Board and the WCEA agree that in the best interests of the school district or a school that a modification or exception to a provision of this agreement is needed, both parties may agree to modify or make an exception to the provision through a memorandum of agreement.

17.4 The WCEA shall be responsible for the selection of the district's nominee for the state teacher of the year. The Board and WCEA shall work co-operatively in the process.

17.5 It is expressly understood and agreed that all functions, rights, powers, or authority of the administration of the school district and of the Board which are not specifically limited by the language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any other specific provisions of this Agreement.

Article XVIII

Sick Leave Bank

- 18.1 A sick leave bank shall be established for use by participating employees when fifty-one per cent (51%) of those eligible indicate by written authorization their intent to participate.
- 18.2 All employees shall be eligible for voluntary participation in a sick leave bank after one (1) year employment in Walton County.
- 18.3 The sick leave bank shall be used only for the employee's personal debilitating illness, accident, or injury.
- 18.4 Employees shall have accrued a minimum of five (5) sick leave days left over from previous year or years before joining the sick leave bank. Each participating employee shall contribute one (1) day of sick leave in the first month of eligibility.

- A. Employees shall be eligible to join the sick leave bank on or before September 10 of each school year.
- B. Each participating employee shall contribute one (1) day of sick leave each time the bank balance falls below 25% of the number of members in the bank. No employee shall be required to contribute more than three (3) days in any school year.

If a participating employee does not have sufficient number of accrued sick leave days to contribute, his/her participation in the bank shall be restricted until such time that he/she can make the required contribution.

- C. After a participating employee's accumulated sick leave has been exhausted, he/she shall be eligible to draw in ten (10) day increments, from the sick leave bank, for any one (1) illness, injury, accident, or complication thereof. A maximum of sixty (60) sick leave days per year can be utilized. In the event that the employee does not use all sick leave drawn from the bank, such days shall be returned to the bank.
- D. Each application shall be accompanied by a physician's statement. Photostatic copies of the doctor's statement will not be accepted. The committee reserves the right to ask for a second opinion. Sick leave bank days may not be used for maternity except in the case of major complications.
- E. Extension applications for an initial illness, accident, injury, or complication thereof will be submitted within seven (7) days of the beginning date of the original or previous application.

- F. Any participating employee withdrawing sick leave days shall not be required to replace those days except as a regular contributing member to the sick leave bank.

EXCEPTION: Alleged abuse of the sick leave bank shall be investigated and, on the finding of wrongdoing, the employee shall repay all of the sick leave credits drawn from the sick leave bank and be subject to such other disciplinary action as determined by the School Board to be appropriate. Rules adopted for the administration of this program shall provide for the investigation of the use of sick leave utilized by the participating employee in the sick leave bank.

- G. If a member is incapacitated and cannot act on his/her own behalf, the member may appoint, in writing, an authorized agent to transact necessary sick leave bank actions.
- H. A participating employee who is granted an unpaid leave of absence in which he/she does not earn sick leave shall retain membership in the sick leave bank but shall not be eligible to withdraw days nor shall he/she be required to contribute days while on leave.

18.5 A participating employee who retires or resigns from employment or who chooses to withdraw from participation in the sick leave bank shall not be eligible to withdraw any sick leave days already contributed, and withdrawal from the bank will not be effective until one (1) pay period after the employee submits written notice to the Payroll Clerk of his/her intent of withdrawal.

18.6 All applicants requesting use of the sick leave bank shall give consent for sick leave records to be reviewed by the Sick Leave Bank Committee, consisting of one (1) member from each school with participants and one (1) member from the Association.

- A. The members of the sick leave bank from each school will elect a representative by October 1 of each year.
- B. All representatives must be members of the sick leave bank.
- C. The committee shall establish procedures for identifying and recording contributions to and withdrawals from the sick leave bank and for complying with applicable governmental regulations and/or associated record keeping.
- D. The committee shall review these sick leave bank procedures annually.
- E. Periodic notification of the sick leave bank status shall be reported to the members. Immediate notification shall be given if additional days are levied to replenish the pool.

Participating members' sick leave requests will be monitored by this committee for the following purposes:

- A. Participating members must show responsibility in using their own personal sick leave.
- B. The Sick Leave Bank Committee shall take all necessary precautions to preclude abuse by members.
- C. The Sick Leave Bank Committee shall make the final decision in awarding sick leave days from the sick leave bank. The decision of the committee shall be binding.

Article XIX

VOLUNTARY PRE-K PROGRAM

- 19.1 The provisions of this stipulation shall apply only to eligible “certified teachers” as defined by the VPK legislation.
- 19.2 Teachers may apply to the program for consideration for employment using forms prescribed by the district and shall be considered for selection using guidelines outlined in the VPK legislation. Candidates shall be required to meet Level 2 screening requirements consistent with state VPK legislation. Applicants should understand that while children are expected to be toilet trained, children this age often have accidents which will require staff members to accommodate these student needs.
- 19.3 Teachers selected to work during the Summer VPK Program will be employed during dates determined by the district and will be paid for 3 pre-planning days to be determined by the district. The teacher day shall be 8 ½ hours. Employees will be paid their hourly rate of pay as approved in the salary schedule for all work days. Payment to teachers will follow the regular pay cycle.
- 19.4 It is understood that some VPK classes may include ESE students participating in the Extended School Year Program. VPK teachers will collaborate with ESY staff to ensure success for these students.
- 19.5 Employees will earn one day of sick leave for each month worked. However, leave earned during the summer VPK program cannot be carried forward into the school year. Additionally, accrued sick leave does not apply to the VPK program and cannot be used in the event of absences that exceed the two days earned during the program.
- 19.6 Teachers will be required to complete the 5-hour Emergent Literacy Course for VPK Instructors before employment.
- 19.7 VPK legislation mandates minimum/maximum student: teacher ratios. There is no mandate related to requiring Education Support Personnel (ESP) assistance. However, in order to provide optimum learning environments for children, ESP will be employed in the most cost efficient manner possible.
- 19.8 It is expressly understood that unique funding process for the Summer VPK Program is regulated by the State of Florida and is payable based on actual daily student attendance. This process may require the reduction of teacher units if enrollment falls below the prescribed staffing model limits in a given center. Therefore, teachers shall be employed on an hourly basis, as needed to accommodate student enrollment during this period.

XX

WALTON COUNTY SCHOOL DISTRICT SAFE DRIVER PLAN

EFFECTIVE DATE: August 24, 2009

The School Board of Walton County wishes to ensure that it provides the safest means of transportation possible for its students and employees and for this purpose has adopted this **SAFE DRIVER PLAN**. This plan covers all employees who operate a school bus or drive a District-owned/leased vehicle. It applies to both the driving of the District-owned/leased vehicle and employee's personal vehicle if they hold a CDL.

This **SAFE DRIVER PLAN** is based on a point system, whereby points are applied to a variety of driving violations. The accumulation of a certain number of points within a specific time period will result in disciplinary action against the employee as covered in section III - D. For employees of the Walton County School District it does not matter whether the points were assigned for violations involving a school bus or District-owned/leased vehicle. **Any discipline associated with a moving violation will supersede Article 10.2 of the Master Contract.**

DISTRICT OWNED/LEASED VEHICLES & SCHOOL BUSES

- I. Each operator of a District-owned/leased vehicle shall possess the minimum qualifications prescribed in Florida Statutes, State Board of Education rules and any other controlling regulations.
 - A. All school bus operators shall hold a valid Commercial Driver's License (CDL) for a class B vehicle with passenger (P) and school bus (S) endorsements.
 - B. The appropriate driver's license shall be carried by all Walton School District employees while operating any District-owned/leased vehicle.
 - C. Any Walton School District employee who knows that his/her driver's license had expired or has been suspended or revoked and who operated a school bus or drove a District-owned/leased vehicle shall be subject to dismissal.

- II. A person applying for position as a school bus operator shall have their driving record reviewed through a check with the Florida Department of Highway Safety and Motor Vehicles (DHSMV), to verify a satisfactory driving history. Points shall be assigned for each entry on the applicant's Transcript of Driver Record in accordance with the Point Assessment Schedule under section IV. Applicants shall not be approved to operate a school bus for Walton County School District if they have:
 - A. More than three (3) points during the past twelve months (1 year).
 - B. More than six (6) points during the past thirty-six months (3 years).
 - C. More than nine (9) points during the past sixty months (5 years).

III. DISCIPLINARY ACTIONS:

- A. Points shall be assigned for each employee operating a school bus or driving a District owned/leased vehicle in accordance with the Point Assessment Schedule under section IV-A. If the employee decides to go to court on a traffic citation, he/she shall have the right to request the WALTON COUNTY SCHOOL DISTRICT SAFE DRIVER REVIEW COMMITTEE to hold the assessment of points in abeyance until the court renders a judgment. Such request must be made in writing and must include the employee's name, bus/vehicle number, date of citation, nature of citation, and court date.

The DHSMV provides for the rescission of driver license points for some offenses upon successful completion of a safe driving course. Should an employee comply with DHSMV retraining requirements for removal of driver license points, the point assessment may also be rescinded upon presentation of supporting documentation from DHSMV to the Safety Committee Chairman or Transportation Administrator, within ten (10) working days after completion of the DHSMV safe driving course. The employee may use this option only **one (1)** time during a three (3) year period.

- B. Any employee who operates a school bus or drives a District-owned/leased vehicle who receives notification of a driver's license suspension, revocation, or cancellation shall be required to notify the Transportation Administrator immediately during or after normal working hours. The Transportation Administrator shall take appropriate action to insure that employee does not operate a school bus or drive any other District owned/leased vehicle.
- C. If an employee has driven a school bus or District-owned/leased vehicle when he/she should have known that his/her driver's license was suspended, revoked, or canceled, such employee may be disciplined according to the Master Contract, Instructional and ESP and the Safe Drivers Plan.

C.

- D. Accrued point assessments shall be assigned in accordance with the following:
1. A year is defined as twelve (12) consecutive calendar months.
 2. Dismissal under this section shall **disqualify** that individual for re-employment as a school bus operator.
 3. Remediation: In addition to any disciplinary action that may be implemented in accordance with this Walton County School District Safe Driver Plan, when the Walton County School District Safe Driver Review Committee deems it appropriate or necessary, an employee may be required to attend remedial training. Such training shall be provided by the

District **and taught by a certified instructor.** and **Such training** may include classroom instruction or behind the wheel training in those areas identified as needing improvement. This training shall be without pay **with pay** and shall be setup by the Transportation Department **Administrator or designee.**

Points Assessed	Time Period	Disciplinary Action
1-3 points	One Year	Documented Oral Reprimand
4-5 points	One Year	Letter of Reprimand and 2 hours minimum remedial, without <u>with</u> pay
6-7 points	One Year	One Day Suspension and 4 hours minimum remedial, without <u>with</u> pay
8-11 points	One Year	Three Day Suspension and 8 hours remedial minimum, without <u>with</u> pay
12 or more points	One Year	<u>Recommended for</u> Dismissal / Suspension, <u>without pay to the School Board</u>
15 or more points	Two Years	<u>Recommended for</u> Dismissal / Suspension, <u>without pay to the School Board</u>
18 or more points	Three Years	<u>Recommended for</u> Dismissal / Suspension, <u>without pay to the School Board</u>

IV. POINTS ASSESSMENT SCHEDULE

These points shall be assessed to employees who operate a school bus or drive a District-owned/leased vehicle for moving violations **given by a Law Enforcement Officer** according to the following schedule:

Description	Points Assessed
A. Moving Violation	
1. Speeding	
a. 5-10 miles over posted speed limit	2 pts.
b. 11- 14 miles over posted speed limit	3 pts.
c. 15 mph or more over posted speed limit	4 pts.
d. Speeding in a school zone more than 5 mph over posted speed limit	6 pts.
2. Failed to comply with traffic instructions sign, device, or officer	3 pts.
3. Failed to keep in proper lane	3 pts.
4. Driving on wrong side of road	3 pts.
5. Driving wrong way on one-way street	3 pts.
6. Improper turning	3 pts.

7. Improper lane change	3 pts.
8. Failed to yield	
a. Entering through highway	3 pts.
b. At unsigned intersection	3 pts.
c. To overtaking vehicle	3 pts.
d. To emergency/authorized vehicle	4 pts.
9. Improper passing	
a. On a posted sign/hill/curve	3 pts.
b. Insufficient distance/visibility	3 pts.
c. On wrong side	3 pts.
d. Cutting-in	3 pts.
e. Passing a stopped school bus loading or unloading students	12 pts.
10. Driving around/through railroad crossing gate or barrier without proper authorization	4 pts.
11. Citations for vehicle defects, vehicle not properly equipped, vehicle not properly registered or insured	2 pts.
12. Seat belt violation, no/improper child restraint device	
13. Seat belt violation in a school bus or other District-owned/leased vehicle	4 pts.
14. improper driving	Careless or 3 pts.
15. Special hazard-failure to use due care	4 pts.
16. Reckless driving	12 pts.
17. Driving while impaired due to unlawful use of Alcohol or drugs	12 pts.
18. Driving with open container of alcoholic beverage (operator)	12 pts.
19. Fleeing or attempting to elude a police/highway patrol officer	12 pts.
20. At-fault accident personal vehicle (citation required)	6 pts.
21. At-fault accident in any District-owned/leased vehicle (citation required)	6 pts.
22. Failure to report moving violation/accident involving personal vehicle within 72 hours of next duty day	6 pts.
23. Leaving the scene of an accident before police/highway patrol arrive	6 pts.
24. Falsification of an accident report	6 pts.
25. Failure to report moving violation/accident in any District-owned/leased vehicle by the end of work shift	12 pts.

B. School Bus Operators:

These points or remedial training shall be assessed to employees who while operating a school bus receive any of these moving violations **given by a law enforcement officer or** after investigation **in accordance with the test of just cause** by the Transportation Administrator according to the following schedule:

- 1 Using or wearing any cell phone device or other electronic

device		3 pts.
2. Improper backing		3 pts.
3. Following too closely		3 pts.
4. Driving too fast for conditions		3 pts.
5. Crossed private property to avoid light		3 pts.
6. Failed to signal for change in directions/slowing		3 pts.
7. Driving without lights		3 pts.
8. Failure to dim high-beam lights		3 pts.
9. Failure to stop before crossing railroad tracks		12 pts.
10. Driving around/through railroad crossing gate or barrier without proper authorization		12 pts.
11. Contact with another vehicle causing damage in excess of \$100.00		4 pts.
12. Failure to report any damage to any District-owned/leased vehicle.		2 pts.
13. Vehicle or property damage in excess of \$25.00, but less than \$100.00		
	1 st Offense	4 remedial hours
	2 nd Offense	6 remedial hours
	3 rd Offense	8 remedial hours
14. Preventable Accidents to include: at the bus yard, school bus ramps, private property with or without students on board; backing into small objects, scratches.		
	1 st Offense	4 remedial hours
	2 nd Offense	7 remedial hours
	3 rd Offense	10 remedial hours
15. Accidents that threatens a life or causes personal injury or property damage in excess of \$500.00.		
	1 st Offense	6 pts.
	2 nd Offense	9 pts.
	3 rd Offense	12 pts.

C. Driver License Suspensions, Cancellations, or Revocations

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1. License suspended/cancelled for any reason other than PIPI (personal injury protection insurance) or FRJ (financial responsibility judgment) | 4 pts. |
| 2. License suspended/cancelled for PIPI or FRJ | 3 pts. |
| 3. License revoked (any reason) | 12 pts. |
| 4. Driving while license suspended/revoked/cancelled | 12 pts. |

It is understood that implementation of the above does not in any way preclude the taking of disciplinary action, up to and including dismissal for violations not specifically listed in this SAFE DRIVER PLAN. The Walton County School Board reserves the right to take disciplinary action up to and including dismissal when it considers the offense serious enough, especially when the occupants' safety and welfare were at risk, and/or in cases of restriction, suspension, or revocation of a driver's license.

Overall administration of this SAFE DRIVER PLAN is the responsibility of the WALTON COUNTY SCHOOL DISTRICT SAFE DRIVER REVIEW COMMITTEE and the TRANSPORTATION ADMINISTRATOR or his/her designee. Documentation received from the Florida Department of Motor Vehicles will be received by the Walton County School District's Transportation Department and they will be responsible for the maintenance of records and any follow-up actions.

An employee has the right to appeal assessment of points and/or administrative actions relating thereto by requesting a hearing before the WALTON COUNTY SCHOOL DISTRICT SAFE DRIVER REVIEW COMMITTEE. The appeal shall be by letter within **fifteen (15)** five (5) working days of the receipt of the Safe Driver Committee's Report and shall state the employee's objection in detail.

V. WALTON COUNTY SCHOOL DISTRICT SAFE DRIVER REVIEW COMMITTEE

- A. A Walton County School District Safe Driver Review Committee will be established to review all safety violations, citations, or accidents under the Safe Driver Plan.
- B. The Walton County School District Safe Driver Review Committee will be staffed as follows:
 - 1. One representative from the Walton County School District office.
 - 2. One representative from the administrative area of the Transportation Department.
 - 3. Two full time school bus operators from north of Interstate 10, of the Walton County School District. Appointed by WCEA ESP President.
 - 4. One full time school bus operator from south of Interstate 10, of the Walton County School District. Appointed by WCEA ESP President.
 - 5. One ESP, appointed by the President by the WCEA President.
 - 6. One Instructional, appointed by the WCEA President.
 - 7. One representative from the Bus Mechanics.
 - 8. One representative from the Driver Trainers.
 - 9. One representative from the SRO.
- C. The responsibility of the Walton County School District Safe Driver Review Committee will be as follows:
 - 1. To review all safety violations under the Safe Driver Plan.
 - 2. To assess points according to Point Assessment Schedule in section IV when violations, citations, or accidents occur.
 - 3. To serve as an appeal board.
 - 4. To assign Remedial Training or Defensive Driving Course.
 - 5. To assume any other duties as deemed necessary by the **Safe Driver Chairperson** Transportation Administrator.
- D. The Walton County School District Safe Driver Review Committee will meet as follows:
 - 1. To review violations, citations, or accidents on an as needed basis for school bus operators and drivers of District-owned/leased vehicles.
 - 2. The driving record of school bus operators will be reviewed at least annually. Points will be assigned according to the Point Assessment Schedule as violations, citations, accidents, or convictions occur.

- E. The term of office for each Walton County School District Safe Driver Review Committee member will be for three (3) years. Each member may succeed himself/herself in office.
- F. The Walton County School District Safe Driver Review Committee will elect a Chairperson from the committee to serve for one (1) year.
- G. Driver Notification
 - 1. All employees under the Safe Driver Plan will be notified in writing by the Chairman of the Safe Driver Review Committee of points being placed on their record in accordance with the Safe Driver Plan's Point Assessment Schedule as described in section IV.
 - 2. All school bus operators or drivers of District-owned/leased vehicles receiving points will be informed of the number of points and the violation to which the points are assessed.
 - 3. Drivers receiving notification will be required to sign the Violation-Citation-Accident Review Form that they have been notified of the points assessed against their record

**ACKNOWLEDGEMENT OF RECEIPT OF WALTON COUNTY SCHOOL
DISTRICT
SAFE DRIVER PLAN**

I hereby acknowledge receipt of this WALTON COUNTY SCHOOL SAFE DRIVER PLAN established August 24, 2009 by the Walton County School Board in regards to accidents, citations, violations and District regulations, and understand that I am responsible for reading and understanding its contents. I also understand that my personal driving record will be considered as part of this SAFE DRIVER PLAN.

PRINT YOUR FULL NAME:

SIGNATURE

DATE

PRINT NAME of TRAINER:

SIGNATURE OF TRAINER

DATE

WCSD SAFE DRIVER PLAN – ASSESSMENT OF POINTS

Driver's Name: _____ on _____, the

Walton County School District Safe Driver Plan Committee met to review your involvement in a driving violation or accident, which occurred on _____.

The committee took the following action:

Violation Category Hours	Points Remedial Possible Assessed	Points <u>12 mths</u>	Points up to <u>13-24 mths</u>	Points <u>25-36mths</u>
_____	_____	_____	_____	_____

Comments:

The driving record of school operator drivers will be reviewed at least annually. Points and remediation will be assigned as convictions, incidents, or accidents occur according to the Walton County School District Safe Driver review committee. A school operator involved in a single accident or event, but convicted for more than (1) violation, will receive no more than the maximum points assigned to the highest violation category.

An accumulation of points may result in the following administrative actions:

<u>Points Assessed</u>	<u>Time Period</u>	<u>Disciplinary</u>
<u>Action</u>		
1-3 points Reprimand	One Year	Documented Oral
4-5 points and	One Year	Letter of Reprimand
6-7 points Suspension and	One Year	2 hours minimum remedial without pay One Day

8-11 points and	One Year	4 hours minimum remedial without pay Three Day Suspension
12 or more points	One Year Dismissal / <u>Suspension to the School Board</u>	8 hours remedial minimum without pay <u>Recommended for</u>
15 or more points Dismissal / <u>Suspension to the School Board</u>	Two Years	<u>Recommended for</u>
18 or more points Dismissal / <u>Suspension to the School Board</u>	Three Years	<u>Recommended for</u>

A driver has the right to appeal assessment of points and/or administrative actions relating thereto by requesting a hearing before the Walton County School District Safe Driver Plan Committee. The appeal shall be by letter to the Chairperson within (5) working days of the receipt of the Committee's action, and will state the drivers objection in detail.

Signature of Chairperson

Date

Signature of Driver

Date

Effective Date:

Original Board Approved on September 23, 1997, Revised August 24, 2009

Article XXI Terms of Agreement

- 21.1 This agreement shall be effective as of July 1, 2010, and shall continue in effect until June 30, 2013. This agreement shall not be extended orally and it is understood that it shall expire on the date indicated. However, the terms of this agreement shall remain in effect until a subsequent agreement is ratified by both parties or until such time that the Board takes legislative action.
- 22.2 During the existence of this agreement, either party may reopen negotiations at the end of each school year provided a written notice is submitted to the other party prior to June 1 of each year. If such notice is given, negotiations shall be initiated on or before June 15 of that year.
- 22.3 If negotiations are reopened under the terms of this article, bargaining shall be limited to the articles concerning professional compensation, insurance and any one (1) other article chosen by each party. Any article affected by new or revised Florida Statutes may be reopened and not counted against either party.
- 22.4 Should any part of this agreement be effected by circumstances beyond their control, both parties agree to negotiate on that particular part of this agreement.

For the Walton County Education Association:

President

Date

Executive Director, MSSU

Date

For the Walton County School District:

Chairman of the Board

Date

Superintendent of Schools

Date

Appendix A
Walton County School District
Instructional Salary Schedule
Fiscal year 2010-2011

Year	BA Salary	MA Salary
0	34,700	36,400
1	34,700	36,400
2	34,700	36,400
3	35,010	36,710
4	35,670	37,370
5	36,330	38,030
6	36,990	38,690
7	38,490	40,190
8	39,150	40,850
9	39,810	41,510
10	40,470	42,170
11	41,130	42,830
12	43,380	45,080
13	44,040	45,740
14	44,700	46,400
15	45,360	47,060
16	46,020	47,720
17	49,020	50,720
18	49,680	51,380
19	50,340	52,040
20	51,000	52,700
21	51,660	53,360
22	54,660	56,360
23	55,320	57,020
24	55,980	57,680
25	56,640	58,340
26	57,300	59,000
27	60,300	62,000
Over 27	61,205	62,930

Specialist – add \$3200 to BA Salary for instructional personnel who have completed 30 hours of college coursework beyond a masters' degree in a planned program, or possess a Specialist Degree.

Doctorate – add \$4800 to BA Salary.

Appendix B Supplements

Supplements will be stated as a percent of the \$27,500

High School Supplements:

	Percent	Minimum contracted or scheduled number of events or hours.
Paxton Athletic Director	3%	not applicable
Head Basketball Coach	15%	20 games
Head Baseball Coach	12%	15 games
Head Softball Coach	12%	15games
Head Soccer Coach	12%	10 games
Track Coach	11%	10 events
JV Football Coach	10%	8 games
Volleyball Coach	13%	20 matches
Tennis Coach	5%	6 matches
Golf Coach	5%	6 matches
Wrestling Coach	10%	18 matches
Weightlifting Coach	5%	6 matches
Cross Country Coach	5%	6 events
Assistant Varsity Football Coach	11%	10 games
Assistant Baseball Coach	7%	15 games
Assistant Softball Coach	7%	15 games
Assistant Basketball Coach	9%	20 games
Assistant Volleyball Coach	8%	20 matches
Assistant Soccer Coach	6%	10 games
Band Director (Marching Band)	13%	10 games
Band Director (Non-marching)	4%	6 events
Choral Director	3%	4 events
Varsity Cheerleader Coach Football	7%	10 games
Varsity Cheerleader Coach Baksetball	10%	20 games
JV Cheerleader Coach Football	5%	10 games
JV Cheerleader Coach Basketball	7%	20 games
Special Olympics Director	6%	6 events
Assistant S. O. Director	4%	6 events
Academic Team Coach	7%	6 events

Middle School Supplements:

Middle School Athletic Director	2%	not applicable
Head Football Coach	8%	5 games
Head Basketball Coach	6%	10 games
Baseball Coach	4%	8 games
Softball Coach	4%	8 games
Track Coach	4%	5 events
Soccer Coach	6%	5 games
Volleyball Coach	6%	10 matches
Tennis Coach	4%	5 matches
Golf Coach	4%	5 matches
Cross Country Coach	4%	5 matches
Assistant Football Coach	6%	5 games
Assistant Basketball Coach	4.5%	10 games
Assistant Soccer Coach	4%	5 games
Band Director	4%	6 events
Choral Director	3%	4 events
Cheerleader Coach	5%	8 games
Academic Team Coach	7%	4 events

Other Supplements:

Agriculture Teacher (Livestock Lab)	7%	
Student Activity Sponsor	4%	40 hours
School Improvement Chair	5%	
Professional Development	5%	
Subject Area Accountability**	3%	
School Technology Contact	Level 1	\$1500*
	Level 2	\$ 500*

*Level shall be determined by principal based on workload.

** These positions are for school-based curriculum representatives in the areas of Language Arts, Mathematics, and Science. (3 per school, 6 for Paxton)

A school may choose to compensate a teacher for technology work by providing time during the workday; in that case no supplement shall be given.

Supplements will be prorated if the number of required activities is not met and verified by the principal. Each teacher must have on file in the principal's office verification of completed minimum number of contracted or scheduled activities or hours.

No teacher may receive more than four (4) supplements.

Contractual activities cancelled because of circumstances beyond the control of the teacher shall not affect the supplement.

Supplement amounts do not include benefits.

All vacant supplements will be posted at the worksite for a period of five (5) days prior to filling such vacancy.

In-service will be from 8 to 4 with an hour (1 hour) lunch and paid at \$90 per day or \$12 per hour if less than a full day.

Speech pathologists that have a Certificate of Clinical Competence and ASHA Certification (American Speech and Hearing Association certification) will be paid on the Doctorate Scale of the Instructional Salary Schedule.

The District shall pay teachers to teach virtual courses for a district franchise with Florida Virtual School. Compensation shall be at the rate of \$130 for every student who satisfactorily completes what has traditionally been considered a semester course. Compensation shall be at the rate of \$250 for every student who satisfactorily completes a course for a full one (1) year credit.

COMPENSATION

If the ending fund balance for the 2010-2011 fiscal year exceeds \$4,588,000.00 the School Board agrees to distribute such funds to the employees of the Walton County School district in even increments, not to exceed \$200.00 per employee. Eligibility to receive this payment required active employment as of March 16, 2011. Final checks will be distributed on/by July 31, 2011.

Appendix C Official Grievance Form

Name: _____ Telephone: _____
School: _____ Assignment: _____
Home Address: _____
Street City Zip

Date of Alleged Violation: _____
Relates to Article(s): _____ Section(s): _____
Statement of Grievance: _____

Relief Sought: _____

Grievant's Signature Date

SEQUENCE

Level I (Immediate Supervisor) Date Initiated: _____
Date of Disposition: _____

Signature Date

Attach summary of disposition

Level II (Superintendent) Date Initiated: _____
Date of Disposition: _____

Signature Date

Attach summary of disposition

Level III (Arbitration) Date Initiated: _____
Date of Disposition: _____

Attach arbitration ruling or explanation of resolution at this level.