

**2020-2023  
MASTER CONTRACT  
BETWEEN**



**WALTON COUNTY  
EDUCATION ASSOCIATION**  
*WE ARE STRONGER TOGETHER*

**INSTRUCTIONAL EMPLOYEES  
&  
WALTON COUNTY SCHOOL BOARD**



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## **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. 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 eight (8) days not to exceed six (6) days per person. WCEA will pay the substitute costs.

## **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.
- 3.10
  - A. A teacher may be disciplined, including reprimand, reduction in compensation, suspension, involuntary transfer, or dismissal for proper cause as defined in Florida Statutes, State Board Rules and School Board Policies. No teacher shall be reprimanded without just cause as defined in Florida Statutes, State Board Rules and School Board Policies.
  - B. In any of the above matters, the teacher shall be permitted a representative of his/her choice, if desired. This article shall not limit in any way the exercise of the Board's rights as provided in this agreement.

- C. Teachers must be notified in writing twenty-four (24) hours prior to being called in for a disciplinary interview that could lead directly to discipline of any kind. It is recognized by both parties that school district administrators may declare an emergency situation where immediate action must be taken to ensure the safety and welfare of the students. In those emergency instances where twenty-four (24) hours' notice is not given, the Board guarantees the right to representation for the teacher at the conference.
- D. Administrators shall not reprimand teachers in the presence of other employees (excluding administrators), students, and/or parents. Except for probationary employees, the Board shall use a system of progressive disciplinary action for repeated, similar, or related offenses. The severity of the offense may justify skipping some or all progressive steps. Each disciplinary situation shall be assessed on an individual basis, considering all pertinent factors. At the end of a period of 18 months, if there are no further related incidents, the disciplinary process shall begin back at the first step. Should an administrator need to counsel a teacher regarding a concern, other than a classroom performance concern, the following program of progressive discipline shall be used:
  - 1. First Offense – Verbal Warning: the administrator shall document this conversation. This documentation shall not be placed in the teacher's personnel file. The document shall become null and void within a calendar year from the date of the occurrence if no other documented disciplinary matters have occurred.
  - 2. Second Offense – Written Reprimand: This document notifies the teacher in writing of continuing concerns which may result in further disciplinary action if not corrected within a specified time. The written reprimand will be placed in the teacher's personnel file and will include a Corrective Action Plan for assistance. The Corrective Action Plan shall include: (1) explanation of deficiencies, (2) clear expectations for improvement, (3) assistance provided to the teacher, and (4) a detailed timeline for expected improvement.
  - 3. Third Offense – Three (3) day suspension with or without pay
  - 4. Fourth Offense – Termination

In each step of the progressive discipline plan, the administrator shall provide evidence of the teacher's misconduct and include any corrective action, if any, taken to improve said misconduct.

- E. Prior to any written communication and/or the administering of discipline, the principal shall informally meet with the teacher(s) in an effort to resolve any perceived problem and /or to discover if the teacher did in fact, violate a rule or order of management. If as a result of the informal discussions between the principal and the teacher, the principal believes the situation warrants a written documentation, one can be made with the teacher receiving a copy.



- F. If a teacher is to be disciplined by the principal, the teacher shall have the option to be accompanied by a representative of his/her choice. Teachers must be notified in writing prior to being called in for a disciplinary interview.
- 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.
- 3.13 When first hired by the district, teachers shall be issued contracts to sign within ninety (90) days of their first workday reflecting the current board approved salary schedule. All other teachers, if renewed, shall be issued contracts for the next school year at least two weeks prior to the last teacher workday of the academic year. When negotiations are incomplete, the salary on the contract will reflect the current Board approved salary schedule until such time that negotiations have been completed for that 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 applicable Florida 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.
- 3.16 Upon the teacher's request, the district shall provide a proctor for each teacher administering all state-mandated assessments, including Florida Standards Assessments during testing, if eligible staff are available.

## **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 (4<sup>th</sup>) week of school.
- A. Teachers who are awarded items for participating in district programs or district grants will be allowed to utilize those items for their intended use and move those items if they relocate within the county. If the teacher(s) leave(s) the school district, those items awarded will remain with the school district.
- 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 prior to the end of the work day or the following work day if collected beyond the work day. Teachers shall be held liable for any losses to the extent that negligence was the reason for such losses.
- 4.5 Beginning the 2020-2021 school year, elementary teachers shall be given fifty (50) continuous minutes per day for planning and preparation with the exception of an altered work week or work day.
- 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 (6<sup>th</sup>) period. This shall be strictly voluntary, and no reprisal will be taken against a teacher for declining to teach a sixth (6<sup>th</sup>) period. Every attempt will be made to limit the number of sixth (6<sup>th</sup>) period assignments. Any teacher assigned to teach an extra period will be relieved of all hall, bus and lunchroom duties.

Teachers who volunteer to teach a sixth (6<sup>th</sup>) period shall be compensated for this period at their hourly contracted rate.

- 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 continuous planning time during the school day, with the exception of an altered work week or work day.
- 4.9 Planning time may be used for planning and evaluating classroom instruction or, once per week, an IEP, 504 or MTSS meeting, unless as required by law. If two or more planning periods within a school week are preempted by the administrator, then the planning period will be deferred to beyond the school day and compensatory time will be awarded in quarter hour increments based upon the length of time of the meeting. Meetings scheduled by the teacher during their planning period is not inclusive of the above stated limitations. Parent-teacher conferences, or other activities when pre-approved by the administrator, that occur beyond the normal work day will be awarded compensatory time.
- 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 voluntarily or in an emergency situation when student safety is in question, 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 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.

- 4.23 Instructional staff shall be admitted without charge to school functions subject to the following conditions:
1. The instructional staff presents proper identification for admittance.
  2. Instructional staff shall designate two schools' athletic events in which to receive free admission. The District will issue these employees a pass each August.
  3. Activities that are not controlled by the District are not subject to this provision.

4.24 Duty Responsibilities

1. After student achievement data and school grades are released (typically mid-July), the school administration will notify all faculty and will meet with interested faculty to identify school needs for student intervention and other duties essential to improving student achievement, school grades and other needs of the school.
2. After all needed duties are identified, the school administration will schedule instructional personnel for school-related duties.
3. Instructional personnel will have nine (9) weeks after the beginning of the school year to discuss any difficulties with their duty assignment. Instructional personnel starting after the first nine (9) weeks of school will be assigned a duty and will also have two (2) weeks to discuss any difficulties.
4. School administration will consider the difficulty and make adjustments, if possible. If it is not possible or necessary to make a change, the duty will remain.
5. School administration will review the duty assignments and expressed instructional personnel difficulties throughout the school year to determine successful implementation and make changes, if necessary.
6. At the final faculty meeting of the year, the school administration and all interested faculty will review the process and problem-solve any issues to be considered for the next year.
7. The WCEA and the WCSB designee will agree to meet at least annually to discuss and address items one (1) through six (6) above.

- 4.25 The use of cell phone apps or any other form of software program that can be installed on a teacher's personal device shall be used on a voluntary basis only.

4.26 At least one-half (1/2) of the time during pre-planning will be for teacher planning which includes one continuous day of teacher planning prior to orientation. This time is for instructional staff to prepare for the upcoming year without mandatory meetings or trainings. The schedule for pre-planning shall be shared with teachers prior to the start of pre-planning.

**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 workdays for teachers:
- a. Seven and one half (7 ½) hours, which shall include a 30-minute duty free lunch.
  - b. 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.
  - c. 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.
  - d. Planning time shall be used for planning and evaluating classroom instruction and, up to once a week, an IEP, 504 and MTSS meeting, unless as required by law. If two or more planning periods within a school week are preempted by the administrator, then the planning period will be deferred to beyond the school day and compensatory time will be awarded in quarter hour increments based upon the length of time of the meeting. Meetings scheduled by the teacher during their planning period is not inclusive of the above stated limitations. Parent-teacher conferences, or other activities when pre-approved by the principal, that occur beyond the normal work day will be awarded compensatory time.
  - e. For teachers working beyond 10 months, 10 +1 and 10 +2, an altered work week or workday schedule will be established by the Superintendent.
- 7.2 Teachers may be required to attend one (1) open house (orientation/Back-to-School/1<sup>st</sup> of year parent meeting) 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 work site during the school day unless their absence is covered by leave. If a teacher leaves their work site during the workday, they should notify their principal in a manner approved by the principal.
- 7.5 Teachers shall not be required to sign in at the start of the workday or out at the end of the workday unless for disciplinary reasons as determined by the principal.

7.6 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 four (4) working days prior to or used when a teacher is administering FCAT state assessments. 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 sixty (60) hours. The maximum balance during any school year shall be sixty (60) 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 professional development activities. A teacher workday will be scheduled at the end of each nine (9) week grading period, except for the final grading period. 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.
- F. Compensatory time may not be used as payout at termination.

## **Article VIII Leaves**

All leave shall be measured in increments of quarter-hours

### **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.

## 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 (1<sup>st</sup>) 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 proceeding 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 proceeding 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 with at least three (3) years' experience 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, and 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 OBSERVATIONS**

Purpose:

Observations of instructional employees for assessment purposes are an ongoing and open process within the contractual year. The central purpose of the instructional assessment is the improvement of the performance of all instructional personnel through a comprehensive program of support, training, and documentation of teaching competencies. The WCSB and the WCEA agree that the primary focus of individual and collective teaching performance is student learning and achievement. The parties further agree that the assessment process should recognize the professional nature of teaching as well as the role of administration in the supervision of instructional staff.

The performance appraisal system, in order to effectively evaluate teacher performance, must clearly delineate responsibilities and define rating standards to assist the individual in the area of professional growth and the improvement of identified deficiencies. Teacher performance is based on the district's Performance Appraisal system aligned with the Florida Educator Accomplished Practices (FEAP's) and 1012.52(2)(a)-(p) F.S., which describes what effective educators are able to do.

The system must also provide for the timely exchange of performance analysis data and feedback between teacher and administrator. The intent of this language is to develop an assessment system that allows for a collectively responsible school climate focused on student learning and achievement. This climate will be one in which both teachers and administrators work together to share responsibility for student progress.

Notification:

All formal and informal observations and assessments of an employee shall be conducted with the full knowledge of the employee. When a formal observation is planned by an administrator, the employee will receive at least two working days (48 hours) notification.

The administrator/supervisor will notify an employee in writing of any concerns within three (3) days following the formulation of said concerns and make written recommendations for improvement. Following the notification of any concern(s), a meeting will be held between the teacher and the appropriate administrator when requested by the teacher. Teachers shall have the right to be informed of the source of any information used in their assessment.

### **10.2 TRAINING**

Administrators and instructional personnel involved in the formal performance appraisals shall receive the pertinent training and have knowledge of the Instructional Performance Appraisal System.

### 10.3 INSTRUCTIONAL PERFORMANCE APPRAISAL

All instructional personnel will be evaluated using the Instructional Performance Appraisal Instrument. The Instructional Performance Appraisal will have four (4) levels of accomplishment: Highly Effective; Effective, Needs Improvement/Developing, and Unsatisfactory in each of the following competency areas:

- |                         |                                   |
|-------------------------|-----------------------------------|
| 1. Planning             | 4. Professional Responsibilities  |
| 2. Classroom Management | 5. Deliberate practice            |
| 3. Direct Instruction   | 6. Student Growth and Achievement |

The following includes the rating scale definitions and instructions for each rating area:

#### Highly Effective

Indicates performance that consistently meets an extremely high-quality standard. This service exceeds the typical standard of normal level service and is held in high regard by supervision and colleagues. Specific comments and examples of high-quality work must be included in the assessment.

#### Effective

Indicates performance that consistently meets a high-quality standard. This professional level service that meets the district expectations and is consistent with the experience level of the employee.

#### Needs Improvement/Developing

Indicates performance that requires additional attention to ensure an acceptable level of proficiency. Further, this performance is not consistently characteristic of the requirements for the position and experience of the employee. If this category is used, there must be written support regarding how performance is to be improved. The rating of Developing may be used for instructional personnel in the first three years of employment who need improvement.

#### Unsatisfactory

Indicates performance that does not meet the minimum requirements of the position and the level of performance commensurate with the experience of the employee. If this category is used, there must be written support regarding how performance is to be improved. The rating of Unsatisfactory indicates performance that is not acceptable for continued employment provided that level of service continues. An employee receiving this rating should be notified that future performance assessments will be conducted according to the Department of Education Professional Practices Services Section NEAT procedures. Continued performance at this level should result in notice of termination when the rights of due process and just cause are evident. School districts should remain particularly sensitive to the appeal rights of employees identified in 1012.34, F.S.

## **10.4 ASSESSMENT PROCEDURES**

The principal shall assess each employee annually as specified above. Such assessment shall be based upon criteria as presented in the "Walton County Instructional Performance Appraisal System"

1. Each assessment must state the date, beginning time, and ending time of the formal observation.
2. Each formal observation must be at least thirty (30) consecutive minutes in length
3. Electronic devices maybe utilized only with written consent of both parties, (i.e.: video or audio).
4. A conference shall be held between the employee and the school administrator within fifteen (15) work days following the formal classroom observation. A copy signed by both parties shall be given to the employee. The employee's signature does not necessarily mean agreement with the assessment but rather awareness of the content.
5. If the employee feels the assessment is incomplete, inaccurate, or unjust, the employee may put specific objections in writing within ten (10) school days after the conference and have them attached to the assessment report to be placed in the personnel file. The file copy of such objections does not necessarily mean agreement with the objection, but, rather, awareness of the content.
6. A teacher who is not satisfied with an observation may request within 10 working days and will be granted one (1) additional observation conducted by a different administrator, if a different administrator is requested by the teacher.

## **10.5 PROBATIONARY EMPLOYEES**

When probationary contract (PC) teachers are assigned out of field, the administrator shall follow all provisions of FS 1012.42(2).

The administrator shall follow the guidelines below for performance appraisals on newly hired instructional employees:

- The designated administrator shall conduct one (1) appraisal of each newly hired employee prior to the end of the first semester.
- One (1) additional final appraisal shall be completed no later than three (3) weeks prior to the last teacher work day.

Additional observations may be conducted at the request of the teacher.

Notice of Non-Renewal: Any employee whose contract will not be recommended for renewal the following school year shall be notified of such no later than two weeks prior to the last teacher work day of the school year.

## **10.6 ANNUAL CONTRACT EMPLOYEES**

An Annual Contract (AC) employee shall be assessed at least one time each year shall be completed no later than two weeks prior to the last teacher work day of the school year. When PSC/CC teachers are assigned out of field, the administrator shall follow all provisions of FS 1012.42(2).

It is the intent of the parties to assure that an environment exists that encourages the success of employees on an annual contract. When an annual contract employee's job performance does not meet the standards for effective in accordance with the district approved Performance Appraisal System, the NEAT system must be offered by the administrator and implemented. The purpose of NEAT is to assist the annual contract teacher in understanding that a performance deficiency exists and an opportunity to correct the deficiency will be provided. In the event an employee receives a "Needs Improvement" in an indicator, feedback will be provided to assist with correction of the deficiency. In the event an employee receives a "Needs Improvement" in any domain on the Performance Appraisal system, the administrator must offer assistance to improve this area according to the NEAT process provided that the same does not extend the terms of the annual contract.

Notice of Non-Renewal: Any employee whose contract will not be recommended for renewal the following school year shall be notified of such no later than two weeks prior to the last teacher work day of the school year. Such an employee shall be granted a conference with the Principal upon written request. If dissatisfied with the outcome, the employee may request a meeting with the Superintendent.

## **10.7 Continuing Contract (CC) or Professional Services Contract (PSC)**

Continuing Contract (CC) or Professional Services Contract (PSC) employee shall be assessed at least one time each year and shall be completed no later than two weeks prior to the last teacher work day of the school year. When PSC/CC teachers are assigned out of field, the administrator shall follow all provisions of FS 1012.42(2)

## **10.8 ITINERANT STAFF**

Appraisals of itinerant staff shall contain input from the Principal(s) from schools where the itinerant staff served.

## **10.9 REMEDIATION**

When deficiencies are brought to the teacher's attention by his/her supervisor, the administrator shall be responsible for offering support resources necessary to improve the teacher's identified areas of performance. When deemed appropriate, a mentor teacher may be provided to assist the teacher with any perceived problem areas.

1. Assistance shall be offered to any teacher receiving an appraisal, which indicates an overall Needs Improvement on the Annual Instructional Assessment. Assistance may be requested by the employee and shall be provided any time a Needs Improvement is noted in any competency on the appraisal form. Such assistance for improvement shall be noted in

writing and a signed copy shall be retained by the appropriate supervisor and the employee.

2. The Notice, Explanation, Assistance, Time (NEAT) procedure must be initiated by the evaluating supervisor for any teacher receiving one or more (refer to Performance Appraisal Guidelines) Unsatisfactory ratings on the Annual Instructional Assessment. Reassessment shall be accorded the employee in compliance with the assessment procedures. If the final assessment report fails to note a specific deficiency, it shall be interpreted to mean adequate improvement has taken place.

3. In situations where the NEAT procedure is applicable, a Professional Growth Plan form will be used to notify the employee of his/her placement in the NEAT procedure, which consists of the following:

**N.** – Notice: The administrator shall notify the employee in writing of the unsatisfactory performance.

**E.** – Explanation: The administrator shall provide the employee with a written explanation of the unsatisfactory performance and recommendations for improvement.

**A.** – Assistance: The administrator shall provide the employee with personnel and/or resources to assist in the improvement of the employee's unsatisfactory performance. Mentors may be provided where deemed appropriate.

**T.** – Time: The administrator shall provide the employee with written notice of the time frame in which improvement of the Unsatisfactory performance must occur.

## **10.10 REPRESENTATION**

The employee's right to Union representation is recognized by both parties. Prior timely communication will be provided to the administrator when a Union Representative will be in attendance.

## **10.11 APPEAL**

Any employee who believes the assessment and/or remediation procedure(s) has not been followed may file a grievance on such procedural violation(s). The professional judgment of the evaluator shall not be subject to the grievance procedure.

**10.12** 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.

**10.13** Beginning the 2019-2020 school year, the final assessment form shall be completed upon receipt of scores measuring student growth.

- 10.14** Teachers hired after the beginning of the school year will have a minimum of six (6) weeks before a written assessment is made.
- 10.15** If a teacher resigns or takes an extended leave, the principal shall conduct a formal observation prior to the effective date of resignation or leave except in cases of emergency. Solely, the principal shall determine emergency status and his/her decision shall be final.
- 10.16** 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 (1<sup>st</sup>) 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 All teachers 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 (1<sup>st</sup>) 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 (1<sup>st</sup>) 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 (1<sup>st</sup>) 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 (1<sup>st</sup>) 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 (1<sup>st</sup>) consideration for their previous position. A teacher required to meet the general knowledge requirements must take the required test prior to the end of the first semester.
- 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 (1<sup>st</sup>) 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, the WCEA Bargaining Team and the Board on the implementation of an insurance program for the employees of the School District. The committee shall consist of two (2) members appointed by the WCEA and four (4) members appointed by the Superintendent. Any recommended changes to the plan's annual premium will be negotiated.
- 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 \$7,692.00 (seven thousand six hundred ninety-two dollars) for the 2020-2021 school year. The premium cost shall be considered as part of the total compensation package.

The Insurance Committee will begin meeting during the month of March for the purpose of the annual renewal of the health insurance.

## 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 \$17 per hour provided funds are available. 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 at a rate of 80% of the employee's current daily rate of pay. The calculation of the amount of this payment shall be as follows: (sick leave earned during the current school year minus sick leave used during the school year) multiplied by eighty (80) percent of the employee's current rate of pay. 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. Upon finalization of leave records, payment will be made by June 30<sup>th</sup> of the current fiscal year.
- 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 (13<sup>th</sup>) 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 employed as consultants or teachers employed as curriculum advisors during summer or outside workday shall be paid \$165 per day or \$22.00 per hour.

13.13 No teacher may receive more than four (4) supplements. The limit may be waived by mutual consent of the parties.

13.14 Employees shall report to the Finance or Human Resources Department any suspected error in compensation. Any confirmed error must be reimbursed by the end of the current fiscal year.

13.15 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.

13.16 Any underpayment to a teacher will be corrected with a check being issued as soon as possible or within five (5) working days thereafter.

- 13.17 No teacher shall have a paycheck held, except for failure to complete all employment requirements and post school checkout procedures.
- 13.18 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.
- 13.19 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 (1<sup>st</sup>) 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 choose 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.
- 13.20 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.
- 13.21 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.
- 13.22 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.

- 13.23 Teachers hired after July 1, 2011 will be compensated with a salary supplement for advanced degrees when the advanced degree is added to the teaching certificate.
  
- 13.24 Beginning the 2018-2019 school year employees shall receive credit on the salary schedule for up to a maximum of twenty (20) years of 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.
  
- 13.25 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**

If workforce reduction is needed, a district school board must retain employees at a school or in the school district based upon educational program needs and the performance evaluations of employees within the affected areas. Within the program areas requiring reduction, the employee with the lowest performance evaluations must be the first released; the employee with the next lowest performance evaluations must be the second to be released; and the reduction shall continue in like manner until the needed number of reductions has occurred. A district school board may not prioritize retention of employees based upon seniority. (Student Success Act)

Once vacancies become available, then released teachers will be recalled in inverse order of the workforce reduction.

## **Article XVI**

### **Summer Employment**

- 16.1 The Board shall make an announcement in all schools concerning the procedure for applying for summer employment positions as soon after May 1 as possible.
- 16.2 All currently employed teachers are eligible to apply for summer 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, if working within an instructional classification.
- 16.4 Pay for summer employment shall be paid in two (2) checks, one (1) on 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 To be implemented during the 2017-2018 school year, the Teacher of the Year Committee shall be established and responsible for developing, coordinating and implementing the procedures for nomination and selection of the Walton County School District's Teacher of the Year. The Board and WCEA shall work co-operatively in the process.

The Teacher of the Year Committee will be comprised of a minimum of five to seven members which will include, but not be limited to, teachers, administrators, and/or at-large community members. WCEA shall appoint two (2) members of the Teacher of the Year Committee.

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. Photo static 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.



## Article XX Terms of Agreement

20.1 This agreement shall be effective as of July 1, 2020 and shall continue in effect until June 30, 2023. 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.

This agreement is subject to annual reopeners:

1. Compensation
2. Insurance
3. Two articles selected by the Association and two articles selected by the Board
4. Under Mutual agreement other articles may be opened.

Re-openers any school year which includes a negotiated salary schedule.

For the 2021-2022 school year only, there are no limits on the number of items either party may bring to negotiations.

20.2 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.

20.3 If negotiations are reopened under the terms of this article, bargaining shall be limited to the articles concerning professional compensation, insurance and any articles chosen by each party. Any article affected by new or revised Florida Statutes may be reopened and not counted against either party.

20.4 Should any part of this agreement be affected by circumstances beyond their control, both parties agree to negotiate on that particular part of this agreement.

For the Walton County Education Association:


  
\_\_\_\_\_  
President

1-25-21  
\_\_\_\_\_  
Date

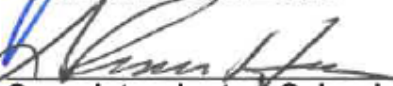
  
\_\_\_\_\_  
Executive Director, MSSU

1/25/2021  
\_\_\_\_\_  
Date

For the Walton County School District:

  
\_\_\_\_\_  
Chairman of the Board

1/19/2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Superintendent of Schools

1/19/2021  
\_\_\_\_\_  
Date

**APPROVED BY**

**JAN 19 2021**

**WALTON COUNTY SCHOOL BOARD**

**Appendix A  
Walton County School District  
Instructional Salary Schedule  
Fiscal Year 2020-2021**

For the 2020-2021 school year, using the current salary placement schedule, the minimum base salary for instructional staff will be \$44,168 with all teachers receiving a minimum of 3.5% salary increase added to the salary schedule on the approved Appendix A: Salary Schedule with a step awarded. This raise will be retroactive to July 1, 2020.

**Instructional Salary Schedule Fiscal Year 2020-2021**

<u>Year</u>	<u>BA Salary</u>
0	44,168.00
1	44,218.00
2	44,268.00
3	44,318.00
4	44,368.00
5	44,418.00
6	44,468.00
7	44,518.00
8	44,975.93
9	45,721.13
10	46,652.63
11	47,584.13
12	48,515.63
13	49,447.13
14	50,378.63
15	51,465.38
16	52,552.13
17	53,638.88
18	54,725.63
19	55,812.38
20	57,002.63
21	58,192.88
22	59,383.13
23	60,573.38
24	61,763.63
25	63,005.63
26	64,247.63
27	65,489.63
28	66,731.63
29	67,973.63
*+29	69,215.63

<b>Advanced Degree Supplements</b> <b>Masters: \$1,700</b> <b>Specialist: \$3,200</b> <b>Doctorate: \$4,800</b>
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## **Integral Notes to Salary Schedule**

### Walton County School District Instructional Salary Schedule **2020-2021**

#### **Teacher Salary Increase Allocation**

The stated intent of the Teacher Salary Increase Allocation is to assist school districts in their recruitment and retention of classroom teachers and other instructional personnel. Each school district and charter school shall use its share of the allocation to increase the minimum base salary of full-time classroom teachers, as defined in 1012.01(2)(a) F.S., plus certified prekindergarten teachers funded in the Florida Education Finance Program, to at least \$47,500, or to the amount achievable based on the allocation and as specified in the General Appropriations Act.

**Funding:** The Teacher Salary Increase Allocation is funded through the Florida Education Finance Program (FEFP), which is subject to annual appropriation by the Florida Legislature. Each district will receive an allocation based on its proportional share of the statewide FEFP base funding using weighted FTE. Each approved charter school operating within the District shall be provided its proportionate share of the District's allocation calculated pursuant to 1002.33(17)(b) F.S.

**Date Certain for Minimum Base Teacher Salary Calculation:** The minimum base teacher salary will be determined by the demographic data of teachers hired by Walton County School District as of October 1, 2020.

#### **Definitions:**

- a. Full-Time – As defined in Board Policy 6.11, a regular full-time employee is a person who is employed for the school term or for the school fiscal year to render the minimum number of hours each day as established by the Board for that position or job, which is 7.5 hours per day for teachers.
- b. Classroom Teacher – Defined in Florida Statute 1012.01(2)(a). For the purpose of the Teacher Salary Increase Allocation, classroom teachers include K-12 teachers whose full-time assignment is the professional activity of instructing students in courses in the classroom and full-time certified Pre-K Teachers funded in the Florida Education Finance Program. It does not include teachers exclusively serving students in Pre-K, post-secondary programs, or substitutes. Pre-K teachers not funded in the FEFP and teachers in postsecondary programs that do not teach K-12 students are not considered classroom teachers in the Teacher Salary Increase Allocation.
- c. Certified Pre-K Teachers funded in the Florida Education Finance Program – Full-time certified Pre-K teachers who teach Pre-KD students.
- d. Instructional Personnel – as defined in Florida Statute 1012.01(2)(b) through (d) as any K-12 staff member whose function includes the provision of direct instructional services to students or whose functions provide direct support in the learning process of students. Pre-K teachers not funded in the FEFP and teachers in postsecondary programs that do not teach K-12 students are not considered instructional personnel in the Teacher Salary Increase Allocation.

- e. Minimum Base Salary – the lowest annual base salary reported on the salary schedule for a full-time classroom teacher.

Distribution of Teacher Salary Increase Allocation Funds:

- a. Proviso language in House Bill 5001 – General Appropriations Act stipulates that 80% of the total allocation is provided to increase the minimum base salary for full-time classroom teachers as defined in 1012.01(2)(a), F.S., plus certified prekindergarten teachers funded in the FEFP, but not including substitute teachers, to at least \$47,500, or to the maximum amount achievable based on the school district's allocation.
- b. Proviso language in House Bill 5001 – General Appropriations Act stipulates that 20% of the total allocation, plus any remaining funds from the district's share of the 80% allocation, shall be used by school districts to provide a salary increase, as funding permits, as specified in 1011.62, F.S. to the following personnel.
  - i. Full-time classroom teachers plus certified Pre-K teachers funded in the FEFP, who did not receive an increase or who received an increase of less than two percent
  - ii. Other full-time instructional personnel as defined in 1012.01(2)(b)-(d), F.S.
- c. The salary schedule with required adjustments consistent with House Bill 641 and Proviso language in House Bill 5001 detailing the Teacher Salary Increase Allocation is shown in Appendix A: Walton County School District Instructional Salary Schedule Fiscal Year 2020-2021.

**“Hang On & Gain On” Bonus**

The Walton County School District recognizes the challenges faced and the outstanding dedication shown by our employees during the 2020-2021 school year in our effort to “Hang On & Gain On” as we work toward our goal of being the #1 ranked school district in Florida. In honor of the tremendous dedication and hard work, instructional personnel that are currently employed by the WCSD and actively working at their site fulfilling assigned duties during the 2020-21 school year when funds are distributed will receive a non-recurring bonus. The amount of the non-recurring bonus is provided below. This article will sunset at the end of the 2020-21 school year.

- Full Time Teacher - \$1,000
- Part Time Teacher (less than one-half (½) of the day) - \$500

Instructional Employees hired prior to July 1, 2011

Master's – add \$1,700 to Bachelor's salary for instructional personnel who hold a Master's Degree.

Specialist – add \$3,200 to Bachelor's salary for instructional personnel who have completed 30 hours of college coursework beyond a Master's Degree in a planned program, or possess a Specialist Degree

Doctorate – add \$4,800 to Bachelor's salary for instructional personnel who hold a Doctorate Degree.

Instructional Employees Hired July 1, 2011, or Later

Instructional Staff hired after July 1, 2011 will be compensated with a salary supplement for advanced degrees when the advanced degree is added to the teacher certificate. Qualifying

individuals shall receive supplements in the following amounts: Master's = \$1700, Specialist= \$3200 or Doctorate = \$4800.

For placement on salary placement schedule, instructional staff hired July 1, 2015, or later may bring in up to a maximum of 20 (twenty) years of public and/or private experience combined. Private school experience must be earned in an accredited school.

Instructional staff hired July 1, 2009, or after with the exception of military retirees, shall not receive credit on the salary placement schedule for any years of experience that have been used by the employee to qualify for retirement.

#### Salary Supplements/Differentiated Pay

1. Additional Responsibilities – Supplemental pay based on Appendix B in the Collective Bargaining Agreement (CBA)
2. School Demographics/Title I Schools - \$50.00 annual supplement - Instructional Staff teaching at a Title I School
3. Critical Shortage Areas - \$100 annual supplement – Instructional Staff teaching: Self-contained severe and profound ESE student, Speech Pathologist with Certificate of Clinical Competency, Chemist and Physics, Instructional Staff who hold a certification in one of the designated areas and currently teach the subject listed on the certificate shall be awarded the supplemental pay. Those who only fit this criteria part of the day shall receive a prorated share.
4. Level Job Performance Difficulties - \$100 annual supplement – Instructional Staff who are assigned to a D or F school. Instructional Staff (Highly Effective or Effective) that agrees to transfer from High Performing school (A or B) to a Low Performing school (D or F)

The funding available for salary adjustments for the 2013-2014 school year is based upon specific appropriations on Line 87 of 2013 General appropriations Act. If specific funding from the General appropriations Act. If specific funding from the General appropriations act is eliminated the parties agree to return to the bargaining table to negotiate the impact of such reduction.

#### Other Salary Compensation

Article #	Title	Rate of Pay
13.3	Teacher on Special Assignment	Regular Hourly Rate of Pay
13.6	Supplements	As per Board approved
13.12	Teacher as Consultants	\$165.00/day or \$22.00 per hour
13.5	Stipends	\$17.00 per hour
Appendix B	Virtual Teachers	\$130.00 per student per semester or \$250.00 per student per year

## Appendix B Supplements

Supplements will be stated as a percent of the \$38,675.

### 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%	15 games
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
Head Lacrosse Coach	12%	12 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
Assistant Lacrosse Coach	6%	12 events
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 Basketball	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%	
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.

### **Professional Learning Facilitator (PLF) \$1,375.00**

A Professional Learning Facilitator can only receive the equivalent of one PLF supplement. The PLF supplement can be divided between multiple teachers. The Professional Learning Facilitator supplements will be based upon the number of teachers at each school center.

See chart below for outline of supplements:

PLF supplement – (1= \$1,375.00) Number of Teachers	PLF supplement	Amount	Number of schools
<9	0	0	1
10-20	.5	\$687.50	1
21-40	1	\$1,375.00	5
41-60	1.5	\$2,062.50	7
61+	2	\$2,750.00	1

Funding for PLF supplement is budgeted within the Professional Development Budget.

### **Title I Teacher as Academic Parent and Teacher Training Facilitator (APTT)**

Payment: \$25.00 per hour

Expectations: Hourly pay is for work completed after the work day for position responsibilities.

The hour pay and responsibilities for the Title I Teacher as APTT Facilitator is provided through the Title I, Part A grant. The supplement will be in effect as long as programmatic and funding permits.

### **Title I Teacher as Tutor**

Payment: \$25.00 per hour

Expectations: Hourly pay is for work completed after the work day for position responsibilities.

The hourly pay and responsibilities for the title I Teacher as Tutor is provided through the Title I, Part A grant. The supplement will be in effect as long as programmatic need and funding permits.

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 \$127.50 per day or \$17 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 using a School Board approved virtual instruction program (VIP). 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.

Effective the 2015-2016 school year, the Athletic Director at Paxton High School will be an Instructional Position- 10 + 2 contract. The Athletic Director at Paxton High School will be eligible to receive supplements and may be awarded the Paxton Athletic Director Supplement- 3% and Middle School Athletic Director Supplement- 2% above the (4) four supplements outlined in Article 13.13.

### **Lump Sum Supplement Payments**

Beginning with the 2016-17 school year, supplements awarded will be paid as a lump sum payment upon completion of the season or events as verified by the principal.

The lump sum payments will be distributed at the end of the Fall season (December), the end of the Winter season (March), and the end of the Spring season (June) for those supplemented positions that have completed their seasons or events as verified by the principal. All other supplements positions will be paid out as lump sum at the end of the school year.

Employees currently receiving supplements will be grandfathered in for continuation of monthly payments for only the current supplements being awarded. The employee receiving the grandfathered supplement may opt to receive a lump sum payment rather than monthly payments but forfeits the ability to return to monthly payments.

### **Odyssey of the Mind Supplement**

The School Board of Walton County, Florida understands the importance of engaging students inside and outside the classroom in creative problem solving in order to help them develop skills necessary for team building and inter-personal growth for mutual benefit.

The School Board of Walton County, Florida has the opportunity for their students to engage in these types of activities through the Odyssey of the Mind Program.

In order to organize teams from multiple schools throughout the district, an outline of the requirements and opportunities have been developed so participating teachers can receive a supplement for work outside their normal work hours.

At this time, grant funds are available for only one coach and one team per school. Selection of the Odyssey of the Mind coach will be determined by the school principal and in consultation with the assigned Coordinator of Instructional Support.

Supplement: \$1,500.00

Requirement to receive supplement:

- A minimum of ten after school team practices (or Saturday practices)
- Participation in two coach trainings days (Saturdays)
- Recruitment of a minimum of 7 team members (appropriate grade span for each school)
- Follow Emerald Coast Odyssey of the Mind Coaches' Training Manual in supporting students in selecting and preparing one of the annual problem synopses'
- Follow the appropriate timeline provided by the regional Odyssey of the Mind organization
- All coaches must be certified classroom teachers

Desired, but not mandatory:

- Team participation in Emerald Coast Regional Tournament

The supplement will cease with the expiration of grant funding.

## **Walton County School District New Teacher Mentors**

### **Mentor Overview**

Mentor teaching is the process by which a practicing teacher who has demonstrated commitment, competence and leadership shares his/her expertise and training with new teachers.

Walton County School District (WCSD) uses a tiered approach to support schools in providing school-based mentors as follows:

- Category 1: **Beginning Teachers**
  - ✓ All beginning teachers will be partnered with a mentor.
  - ✓ Mentors will receive \$425.00 per new teacher per year.
  - ✓ Mentors will support no more than 3 new teachers concurrently.
  - ✓ New teachers entering the district after January 31<sup>st</sup> will join the following year's cohort.
  - ✓ Mentors providing service for a semester or less will be compensated at \$212.50 per inductee.
  - ✓ For the purposes of the New Teacher Mentoring Program, teachers will be considered 'Beginning Teachers' through the end of their second year of employment.

- Category 2: **Experienced Teachers: New to the District**

In the event funds are available, Experienced Teachers: New to the District will be supported, as possible, using a tiered approach determined by the WCSD Equity Rubric whereby teachers at the schools with the greatest needs, as evidenced by data, will receive mentoring support for as many teachers/schools as possible as funding permits.

- ✓ Mentors will receive \$225.00 for each Experienced Teacher: New to the District they support.
- ✓ Mentors will support no more than 5 Experienced Teachers: New to the District concurrently.
- ✓ New teachers entering the district after January 31<sup>st</sup> will join the following year's cohort.
- ✓ Mentors providing service for a semester or less will be compensated at \$112.50 per Experienced Teacher: New to the District.
- ✓ Participation in the program shall be up to the teacher, New to the District.

- Category 3: **Experienced Teachers: New to the School, but Not New to the District**

In the event funds are available, Experienced Teachers: New to the School, but Not New to the District will be supported, as possible, using a tiered approach determined by the WCSD Equity Rubric whereby teachers at the schools with the greatest needs as evidenced by data receive mentoring support leading to the support of as many teachers/schools as possible as funding permits.

- ✓ Mentors will receive \$100.00 for each Teachers New to the School they support.
- ✓ Mentors will support no more than 7 Teachers New to the School.
- ✓ New teachers entering the school after January 31<sup>st</sup> will join the following year's cohort.
- ✓ Participation in the program shall be up to the experienced teacher, new to the school but not new to the district.

### **Mentor Selection**

Mentors are selected by the School Principal based on the needs of the New Teacher and in consultation with the Coordinator of Instructional Support. Teachers interested in serving as teacher mentors may notify their principals. All Mentors must be professionally certified classroom teachers with three or more years of experience in WCSD, completed specialized training in clinical supervision and participated in ongoing mentor training provided through the coordinated system of professional development under s.

1012.98(3)(e), and one or more of the following teacher leadership experiences:

- Grade Level / Department Chair
- Professional Learning Community Facilitator
- Professional Learning Facilitator
- Instructional Coach
- School Improvement Chair
- Elevating and Celebrating Effective Teaching and Teachers 2 (ECET2)
- Curriculum Alignment Project (CAP)

In the event that an insufficient number of teacher mentors exist at a worksite, the principal may choose teachers to serve as mentors, also according to the above

qualification. However, mentors will be given a week to decide whether they want to serve as mentor and the option to refuse to serve.

Mentors cannot support more than one category. Mentors who support any Category 1 teachers will be able to mentor a total of 3 Category 1 teachers only. Mentors who support Category 2 teachers will be able to mentor a total of 5 Category 2 teachers only. Mentors who support Category 3 teachers will be able to mentor a total of 7 Category 3 teachers only.

### **Mentor Roles and Responsibilities**

All teacher leaders committing to the role of Mentor are expected to:

- ✓ Establish a supportive, non-evaluative relationship
- ✓ Work with the mentee to create a successful start to the school year
- ✓ Assist in facilitating a seamless transition into the teaching profession and WCSD
- ✓ Transmit a working knowledge of department /or grade level, school, district and state procedures, policies and regulations
- ✓ Establish a culture of collaborative practice and continuous professional learning
- ✓ Support positive teacher morale
- ✓ Complete tasks and activities as designated by the Mentoring and Induction for New Educators (MINE) program
- ✓ Participate in the MINE Academy one day training with Beginning Teachers
- ✓ Engage in problem solving and facilitate the transition between teacher training and the realities of classroom instruction
- ✓ Meet with inductee on a regular basis to provide feedback, guidance, and support
- ✓ Help inductees to identify most immediate and pressing needs for their own professional development.

Funding will be available based upon designated Supplemental Academic Instruction funds

### **TEEN TRENDSETTERS™ Program Deliverables**

The following deliverables are delineated in a program specific format. Walton County School Board through each of the Program Advisors identified at program locations in Exhibit A shall meet the following deliverables for payment. Payment of \$1000 for each Program Advisor will be determined by the Barbara Bush Foundation on a per location basis. The BBF reserves the right to withhold payment for a Program Advisor if the deliverables itemized in A-D are not satisfied.

#### **A. The Teen Trendsetters Program Advisor shall:**

- Upload to the new Barbara Bush Foundation Student Information System (SIS) required information such as: unique student IDs (names, school student ID or IDs created locally through a unique coding system) and birth month and year, and gender and ethnicity for mentors and mentees. We also require program information such as the names of the schools and contact information for the program advisors. BBF acknowledges that such information is student record which is confidential pursuant to Florida and Federal Law. The Foundation shall maintain the confidentiality of such records as required by law.

- Develop and maintain written record of mentor/mentee attendance to be kept locally,
- Complete Elementary and Middle/High School Commitment Forms,
- Record all required participant data, including local mentee reading assessments (pre-test) scores given in either Grade Level Equivalent (GLE) or Lexile. Scores from individual mentee reading assessments may be converted to GLE or Lexile using approved conversion charts,
- Complete on-line (or upload) beginning surveys for advisors/educators, mentors, mentees, and parents, and
- Document that all mentors and program advisors have been trained using approved training materials.

**B. The Program Advisor shall:**

- Record in the SIS mentor/mentee contacts of a minimum of 5 sessions for the period September 1<sup>st</sup> through November 30<sup>th</sup>.

**C. The Program Advisor shall:**

- Record in the SIS mentor/mentee contacts of a minimum of 12 sessions for the period **September 1<sup>st</sup> through January 15<sup>th</sup>**
- Update all mentor/mentee data including those who have dropped out or entered after October 15<sup>th</sup>, and
- Complete on-line, or up-load mid-year surveys for advisors/educators, mentors, mentees, and parents.

**D. The Program Advisor shall:**

- Record in the SIS mentor/mentee contacts of a minimum of 12 sessions for the period **January 15<sup>th</sup> through June 3<sup>rd</sup>**.
- Update all mentor/mentee data including those who have dropped out or entered after January 15<sup>th</sup>,
- Complete on-line, or up-load year-end surveys for advisors/educators, mentors, mentees, and parents,
- Record all required participant data, including local mentee reading assessment (post-test) scores given in either Grade Level Equivalent or Lexile. Scores from individual mentee reading assessments may be converted to GLE or Lexile using approved conversion charts, and
- Complete all data on senior mentors such as graduation and post-graduation intentions.

The supplement will cease with the expiration of grant funding

**Supplement Committee –**

A committee composed of four (4) WCEA representatives appointed by the Association President and four (4) appointed by the Superintendent/designee will meet at least once annually to review supplements and recommend any changes to both bargaining teams.

## **MTSS Site Facilitator Supplement**

The School Board of Walton County, Florida is committed to the implementation of a Multi-Tiered System of Supports (MTSS) framework for aligning efforts to improve educational outcomes and meet the academic and behavioral needs of all students.

The Multi-Tiered System of Supports (MTSS) is defined as a whole school, data driven, prevention-based framework for improving learning and behavioral outcomes for every student through a layered continuum of evidence-based practices and systems. MTSS is a three-tiered system that focuses support intensity based on levels of student need.

All schools must have a School Based Intervention Team (SBIT) that includes administrators, guidance counselors, teachers and other related personnel who are involved with student achievement at the school level. The focus of the SBIT within MTSS is to review student progress and identify students needing intervention.

MTSS Site Facilitators will support school-based teams on a scheduled basis. School-based teams will meet regularly, with at least one monthly meeting focusing on high-risk students, in order to review available data, design research-based interventions, implement interventions with fidelity and keep parents involved and informed in the process.

Currently, grant funds are available for only one MTSS Site Facilitator per school, with the exception of one school site. Selection of the MTSS Site Facilitator will be determined by the school principal and in consultation with the assigned Director of Student Services.

Supplement: \$1,500

Requirement to Receive Supplement: MTSS Site Facilitators will train and support school-based teams on a scheduled basis, with at least one monthly meeting. MTSS Site Facilitators will generate and review data, design research-based interventions and keep parents and district personnel involved and informed in the process. MTSS Site Facilitators will also be responsible for the completion of the Threat Assessment spreadsheet.

The supplement will cease with the expiration of grant funding.

# 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.**

APPENDIX D

Walton County School District  
Instructional Change of Contract Request

I am voluntarily requesting to be placed on the Performance-Based Salary Schedule. I understand that I am forfeiting my Professional Services Contract and will be placed on an Annual Contract. (Annual contract means an employment contract for no longer than one (1) school year which the district school board may choose to award or not award without cause). I realize this decision is irrevocable unless a court of competent jurisdiction or as a result of state or federal legislature declares this agreement or legislation illegal and thus permits individuals to revert back to their previous status if they desire by notification to the district.

\_\_\_\_\_  
Instructional Employee's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Instructional Employee's Printed Name

NOTARY PUBLIC  
State of Florida, County of Walton

The foregoing instrument as acknowledged to and before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally know to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_ Notary Public

Notary Stamp:

(Instructional Change of Contract Request must be completed and submitted to the Human Resources Department by the last working day in August of the current fiscal year.)