

PREAMBLE

This Agreement, entered into this 1st day of July 2007, by and between the School Board of Flagler County, Florida, hereinafter called the "Board", and the Flagler County Educator's Association and affiliate of the United Teaching Profession, hereinafter called the "Association".

WITNESSETH

WHEREAS, the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

Date: November 7, 2007

Gayle Widing  
Janet Valentine  
Harriett Holiday

The above named individuals met and agreed to the attached document.

## **ARTICLE I**

### **RECOGNITION**

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all full-time certificated instructional personnel, except for excluded positions. Excluded titles are: superintendent, assistant superintendent, directors, supervisors, curriculum specialists, coordinators, school board attorney, principals, and assistant principals. The term "teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining unit.

## **ARTICLE II**

### **ASSOCIATION AND TEACHER RIGHTS**

- A. The Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in negotiations and other Association activities. As a duly elected body exercising governmental power under color of law of the State of Florida, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by this Agreement; that it will not discriminate against any teacher with respect to wages, hours, or terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association, or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Florida School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its representatives shall have the right to use school facilities and equipment on the same basis as other nonprofit community organizations.
- D. The Association shall have the right to post notices of activities and matters of Association concern on appropriate and specifically assigned bulletin boards, at least one of which shall be provided in each school building. The Association shall have the right to place materials in teacher mailboxes, for communication to teachers. Prior to distribution a copy will be provided to the principal or appropriate department head for information purposes only.

- E. Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on school property during the times defined below:
  - (1) Duty free lunch period.
  - (2) Time before and after student day.
- F. The Board agrees to furnish to the Association, in response to reasonable requests, annual financial reports and state audits; periodic financial reports regularly submitted by the Superintendent to the Board; Superintendent's tentative budget and the final budget; access to full Board agendas and supporting data furnished to Board members and minutes of Board Meetings; names of all teachers, salaries paid thereto and certificate rank and years of experience thereof; pupil enrollment, enrollment projections, membership and attendance data.
- G. The teachers shall be entitled to full rights of citizenship and no legal, religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- H. The provisions of this Agreement shall be applied without regard to race, creed, color, religion, national origin, age, sex or marital status.
- I. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association. Such authorization shall continue in effect while the Association serves as bargaining agent unless revoked in writing within thirty (30) days to the Board and the Association. Pursuant to such authorization, the Board shall deduct for any pay period a sum of 1/26 of the total amount of authorized membership dues. The first deduction shall be made during the first pay period beginning with the salary check received by the teacher following the date of authorization (September paycheck for beginning of the year). Upon termination of a teacher's employment, the Board shall deduct all unpaid Association dues from the remaining paycheck(s). (See continuing Membership Payroll Deduction Authorization Form in Appendix A.)
- J. With respect to all sums deducted by the Board pursuant to authorization of the employee, the Board agrees to disburse said sums within thirty (30) days upon direction of the Association or teacher.

- K. The Association Faculty Representative shall be given an opportunity following the close of faculty meetings to present brief reports and announcements.
- L. Meetings and conferences with Association officers and the Administration which may be required in administration of this Agreement shall normally be held outside of regular teacher working hours. In the event that the Superintendent or Board should schedule a meeting during work hours, teachers would attend such meetings without loss of pay or leave benefits.
- M. The Association shall indemnify and save harmless the Board from any and all claims, demands, suits and cause incurred in connection with any such claim, demand or suit resulting from any action taken or omitted by the Board for the purposes of complying with the provisions of this Article dealing with the Association rights and dues collection.
- N. The Board shall authorize unpaid leave for an Association representative to attend School Board meetings during school time, except as provided in Article XII, Section K.
- O. The Board shall continue to provide existing payroll deduction programs and shall allocate one field within the Management Information System for any Association programs desired (in addition to dues deduction slot).
- P. When it is necessary for the Association President or his/her designee to engage in Association activities directly relating to Association's duties as representative of the bargaining unit personnel which cannot be performed other than during school hours, or are the result of any emergency situation, the Association's representative shall be given such time, not to exceed a total of ten (10) days per year, without pay, as is necessary to perform such activities. The Board agrees to pay the first five (5) days of substitute(s) pay. The Association will pay all others, up to a total of ten (10) days.
- Q. The Association shall have the right to participate in the advisory group which makes suggestions to the Superintendent for the development of a school calendar. Each school shall be allowed two (2) members appointed by the President of the Association. These recommendations shall be presented to the Director of Human Resources no later than February 1<sup>st</sup> each year.

### **ARTICLE III**

#### **NEGOTIATIONS PROCEDURES**

- A. Upon mutual agreement, both parties may review through the negotiating process, any terms and conditions of employment, whether or not they are in the contract. Should such a meeting result in a mutually acceptable amendment to this Agreement, then the amendment shall be subject to ratification by the Board and the Association, the same as this Agreement.
- B. If either party desires to open negotiation for a successor Agreement, a written notice must be submitted to the other party prior to March 15 of the year in which the Agreement expires. If such notice is given, negotiations shall be initiated on or before April 15.
- C. In any negotiations described in this Agreement, neither party shall have any control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of all teachers in the county, but the parties mutually pledge that their representatives shall be clothed with all the necessary power and authority to make proposals, consider proposals and make concessions to reach tentative agreements. Throughout negotiations, all tentative agreements shall be signed by representatives designated by each party. There shall be two (2) signed copies of any final agreement; one (1) copy shall be retained by the Board and one (1) by the Association.
- D. During the course of any negotiations described in this Article, the parties mutually pledge that such negotiations shall be conducted in good faith.
- E. Any fees or expenses of the mediator or fact-finders which are chargeable to the parties, will be shared equally by the Board and the Association.

## **ARTICLE IV**

### **GRIEVANCE PROCEDURE**

#### A. Definitions

1. Teacher - The term "teacher" as used in this article shall mean teacher or groups of teachers.
2. Workdays - The term "days" as used herein shall mean workdays as set forth in the school calendar.
3. Grievances - Any claim by a teacher or group of teachers that there has been a violation, misinterpretation, or misapplication of any rule, order or regulation of the Board or contract or agreement to which aggrieved teacher is a party, may be processed as a grievance as hereinafter provided.

- B. If a particular grievance is directed toward a member of the district staff, the grievance shall be processed directly to Level Two and shall be subject to the same time limitations and other requirements as set forth for the institution of grievances at Level One.

Failure to initiate the grievance process within fifteen (15) working days of the event giving rise to the grievance shall act as a bar to any further appeal.

#### C. Written grievances as required here shall contain the following:

1. Shall be signed by the grievant or grievants.
2. Shall be specific and related to the alleged violation.
3. Shall contain a synopsis of the facts giving rise to the alleged violation.
4. Shall cite the section or subsections alleged to have been violated.
5. Shall contain the date of the alleged violation.
6. Shall specify the relief requested.

Any written grievance not in accordance with the above requirements may not be acted upon until submitted in proper form within the specified timelines.

- D. All documents, communications and records dealing with the processing of a grievance will be considered confidential to the extent permitted by law and will be filed separately from the personnel files of the aggrieved teacher.

Whenever a teacher or the Association feels that there is a grievance, every effort should be made to arrive, on an informal basis with the immediate supervisor, at a mutually satisfactory solution to the grievance. When this cannot be done, resort should be to the more formal procedure stated herein, in an effort to resolve grievances. Grievances shall be conducted in private to the extent permitted by law. The grievant shall have the right to request the presence of the Association representative at all levels of this procedure. The Association shall have a right to have a representative present at all stages beyond the informal stage. Nothing in this agreement shall be construed to prevent any teacher from presenting at any time his/her grievances in person or by legal counsel as outlined in Section 447.006 (3), Florida Statutes, 1975.

## **GRIEVANCE PROCEDURE**

### **LEVEL I**

- A. The teacher shall submit in writing to the Principal or immediate supervisor a copy of the grievance presented on the form set forth in Appendix B. Such grievances must be presented within a reasonable time, but in no event longer than ten (10) workdays following the informal hearing. The Principal or immediate supervisor shall have five (5) workdays upon receipt of the grievance to meet with the teacher in an effort to resolve the grievance.

The Principal or immediate supervisor shall indicate his disposition of the grievance in writing within five (5) workdays after said meeting and shall furnish copies thereof to the teacher, to the Association and Superintendent.

## **LEVEL II**

- A. If the grievance is not settled at Level I, the aggrieved teacher may file an appeal to the Superintendent or his designee within ten (10) workdays after he has received the disposition of Level I. The appeal shall be by completion of the grievance form. The Superintendent and/or his designee, within ten (10) workdays after receipt of appeal, shall meet and confer with the aggrieved teacher with a view to arriving at a mutually satisfactory resolution of the grievance. At the conference(s), the teacher, his representative and the representative of the Association, if different from the teacher's representative, must be present. Absence of the Association representative will not prevent the conference(s) from being held if the Association has been given forty-eight (48) hours prior notice. Notice of the conference shall be given also to the Principal or immediate supervisor who rendered the decision at Level I. The Principal or immediate supervisor may be present at the conference(s) to state his/her views. The Superintendent or his designee shall communicate his decision in writing, together with the supporting reasons, to the aggrieved teacher and the Association within five (5) workdays after the meeting. The Principal or immediate supervisor who rendered the decision at Level I shall also receive a copy of the decision at the same time. Nothing herein shall prevent the grievant from petitioning the School Board for a hearing at a special session or for the Board to initiate a hearing on the grievance.

## **LEVEL III**

- A. If the teacher or the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made by the Superintendent within the period above provided, the grievance may be submitted to arbitration if a request is made for arbitration within ten (10) working days. A request for an arbitrator will be made to the American Arbitration Association within ten (10) work days. The arbitrator shall be selected by the American Arbitration Association in accord with its rules, which rules shall likewise govern the arbitration proceedings. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement nor shall he have the power to rule on any issue for which there is another remedial procedure provided by law or statute, rule or regulation having force of law.
- B. The arbitrator should give consideration to all existing state and local laws which are relied upon by either party in the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or rely on any evidence not previously disclosed at Step II. Both parties agree that the award of the arbitrator shall be final and binding.

## **General Provisions**

- A. Any grievance which arose prior to the effective date of this Agreement shall not be processed through these procedures.
- B. A grievance may be withdrawn at any level, but that same grievance may not be filed a second time.
- C. The filing of a grievance shall in no way interfere with the right of the Board to proceed to carry out its management responsibilities, subject to the final decision of the grievance.
- D. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.
- E. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship to any party, the Administration shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Whenever illness or other incapacity of any necessary party prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the party can be present.
- F. Any teacher involved in any manner in any grievance procedure shall not be subjected to prejudicial treatment because of such participation.
- G. It is the mutual intent of the Board and the Association to resolve all grievances at the earliest possible level of the grievance procedure.
- H. Arbitration proceedings are to be conducted outside regular working hours unless the Board consents in writing to the contrary. When grievance meetings and arbitration proceedings are held during school hours, all employees whose presence is required shall be excused, with pay, from their normal duties.

## **ARTICLE V**

### **TEACHING CONDITIONS**

- A. The Association agrees that although the primary responsibility of the teacher is concerned with the classroom, the responsibility of supervising students at all times is necessary. Auxiliary personnel will be utilized to perform non-instructional duties as much as possible. In the event that it is necessary to assign teachers non-instructional duty, it shall be on a fair and equitable basis. It shall be the prerogative of the faculty to devise a plan for duty assignment and recommend such plan to the principal.
- B. Teachers shall have a duty-free lunch period of at least thirty (30) minutes. Teachers shall not be required to perform supervisory duties during their duty-free lunch period.
- C. The workday shall consist of seven (7) hours, fifteen (15) minutes, with the times being set by the Principal or immediate supervisor according to the needs of each school or assignment with the approval of the Superintendent. Maximum student instructional contact time shall be twenty-five (25) hours per week. Teacher starting and ending times shall be recommended to the Principal by the faculty of each school. The Principal shall make the final decision based on the needs of each school or assignment. In-service activity, faculty meetings, and curriculum work may extend beyond the workday. Teacher participation in extracurricular activities outside the normal working day, for which no additional compensation is paid, shall be strictly voluntary.
- D. Exceptions to the workday on occasion may be made for unusual circumstances with the consent of the Principal or immediate supervisor.
- E. The Board agrees to continue to provide a faculty work area and separate restroom facilities as currently provided, and furnished, in those schools where such facilities already exist for the use of teachers.
- F. Teachers are expected to make themselves available for student and parent conferences which shall be during the normal workday, except when parents cannot meet during the school day. Such meetings after school hours shall be scheduled at a mutually agreeable time between the teacher and parents except in cases of emergency.

- G. All elementary teachers may schedule among themselves a ten (10) minute relief period per day. The schedule shall be approved by the Principal or his designee.
- H. It is understood and accepted that teacher attendance at school affiliated evening meetings is desirable and beneficial. Except for illness or other emergencies, teachers will be expected to attend up to (2) such meetings each year where parents visit classrooms and/or confer with teachers.
- I. Regularly scheduled monthly faculty meetings will be held. One (1) faculty meeting per month may exceed the normal working day but in no event exceed thirty (30) minutes beyond the working day, except that in emergency situations, faculty meetings may be called when necessary. During pre-planning and post-planning, no faculty meetings shall run beyond the normal working day.
- J. When school is not in session, teachers may be given access to the building by arranging such access with the principal.
- K. Classroom walk through of a teacher's class by persons from local, state or federal administrative/ district curriculum personnel shall be allowed only after consent has been granted by a building principal. The teacher shall be consulted prior to the scheduling of any such walk through. It is recognized by both parties that walk through visits by guests do not constitute an "observation" and shall not be reflected on the evaluation of teachers.
- L. Both parties agree that it is necessary for interruptions to be made from time to time during the instructional periods for the efficient operation of the school. Principals will be advised to keep interruptions from maintenance, custodial, and intercom to a minimum as is feasible.
- M. The principal may appoint department heads/head teachers for each subject/grade level. The appointments will be announced on the first day of pre-planning. Departmental meetings will be held during pre-planning and monthly at the discretion of department heads/head teachers during the year.

- N. All high school teachers shall have a planning/preparation period during the student day which shall not be less than fifty (50) continuous minutes. Principals at the middle school and elementary schools will make an effort to schedule fifty (50) continuous minute preparation periods for the teaching faculty. It is recognized by both parties that school schedules may preclude this practice. All middle school teachers shall have a planning /preparation period during the student day which shall not be less than forty-five (45) minutes. In addition, teachers shall be guaranteed an additional five (5) minutes of planning/preparation time during the teacher workday. It is agreed that during the term of this Agreement all elementary teachers shall have a planning/preparation time during the student day which shall not be less than forty-five (45) continuous minutes. In addition, teachers shall be guaranteed an additional ten (10) minutes of planning/preparation time during the teacher workday.
- O. Flexible time of one hundred twenty (120) minutes per month shall be granted during non-instructional time (i.e., before and after school, during lunch and planning) The principal may also allow flex time to be used during instructional time when the teacher has arranged for coverage of his/her class and the principal agrees that the coverage is adequate.
- P. Teachers shall have adequate access to telephone facilities to ensure safety and parent contact. Efforts will be made to afford privacy to the employee for school related calls.
- Q. For purposes of this contract, a planning/preparation period shall be defined as a scheduled time used for:
- Instructional Planning
  - Record keeping responsibilities
  - Conferences/parent, student
  - Meetings (limited to one per week unless mutually agreed upon)

## **ARTICLE VI**

### **GENERAL EMPLOYMENT PRACTICES**

- A. Marital status, race, creed, religion, color, sex, age, national origin or number of years teaching experience shall not be made a condition of employment.
- B. Current school district employees will submit written notice of the pay option desired for the following school year to the center bookkeeper not later than the last day of the current work year. The bookkeeper, after collecting all of the paycheck option selections for his/her center, will submit the consolidated list to the Human Resources Department. Employees who fail to confirm their selection in writing will continue to receive paychecks in the manner that they were received the previous year. New employees who are hired by the regular start of the school year will also be offered the option of either 22 or 26 paychecks at the time of their hiring. Any employee hired after the start of the regularly scheduled school year will be required to be on the 22-paycheck option for the remainder of the first year of his/her employment. Selection of a different option may then be made at the end of the current work year, just as with all other employees.
- C. Deductions for personnel during the regular school term for daily absences not covered by provisions of this Agreement shall be made at the rate of 1/196 of the teacher's regular annual contractual salary.
- D. It is mutually understood that counselors and Media and Technology Specialists are regular classroom teachers and may be assigned as regular classroom teachers. All school counselors, media and technology specialists shall be employed twenty (20) days in addition to the regular teaching contract. Their daily rate of pay is to be based on 1/196 of the counselor's and Media and Technology Specialists regular annual contractual salary.
- E. A tentative schedule shall be provided to each teacher on the first day of pre-planning. Furthermore, a tentative schedule shall be provided to each teacher two weeks prior to the beginning of the second semester, if there is to be a change in the teacher's schedule for the second semester.

- F. All supplemental positions that are to be filled, along with their respected supplement, shall be posted by the last day of preplanning. All qualified volunteers shall be considered for any extra-pay for extra-duty position. Postings shall occur first in the affected building. If no qualified person applies, then postings will occur in the district. No regular work schedule will be altered to accommodate a supplemental responsibility except by joint agreement of the building principals involved and the Superintendent.
- G. Within two (2) weeks after the beginning of each school term, the principal shall acquaint each employee directly under supervision with the evaluation procedures, standards and instrument used for the assessment. The purpose of the orientation is to achieve mutual understanding of the evaluation system. No evaluation shall take place until such orientation has been completed.

As it relates to S.B. 340, the Board proposes a joint committee comprised of six (6) members with three (3) from the Board and three (3) from the Association to meet and discuss the development of a new assessment tool. The Board reserves the right to make a final decision on the actual assessment instrument and the procedures used to implement S.B. 340.

- H. Evaluations of annual and probationary teachers shall be made at least twice a year. This shall normally occur at least once in each semester. Professional Services and Continuing Contract teachers shall be evaluated once each year. The principal shall give the teacher twenty-four (24) hours written notice prior to visiting the classroom for formal evaluation purposes. Nothing in this paragraph shall preclude a principal or his/her designee from visiting the classroom.
- I. Within ten (10) working days after each assessment, the teacher shall sign and be given a copy of the instrument. The employee's signature shall not mean agreement with the evaluation, but rather awareness of the content. Space shall be provided on the evaluation instrument for written comments concerning the evaluation.
- J. All observations of an employee shall be conducted with the full knowledge of the employee, and solely for the purpose of evaluation toward the improvement of professional performance as a means of assuring the most competent educational techniques.

- K. The principal shall provide the employee with assistance to improve the quality of teaching and to eliminate difficulties noted in any evaluation. Such assistance shall be noted in writing and an initialed copy retained by the principal and employee. Members of the bargaining unit shall not be required to evaluate another member of the bargaining unit when such evaluation is conducted under the provisions of this Article.
- L. With regard to regular, recurring teaching competencies (for example, but not limited to: lesson preparation, classroom management, student-teacher relations, parent-teacher communication and relations, unit planning, test construction, adherence to established teacher behavior expectations), teachers shall be given written notice, assistance and time to improve in any area prior to having that area marked Needs Improvement or Unsatisfactory on the annual evaluation. This language is not intended to interfere with the administrative right to impose discipline for unacceptable behavior or actions within the existing guidelines of the contract, including one-time, serious, stand-alone events. Both sides acknowledge that poor performance that occurs near the end of the evaluation cycle may still be addressed within the evaluation instrument, as appropriate and necessary. As defined by both State Law and School Board Policy, the language of this section in no way changes the existing distinction between Annual Contract and PSC employees regarding the right to/expectation of continued employment.
- M. Each teacher employed during a school year and receiving differential pay based on educational attainment and who is re-employed for the following school year will continue to receive differentiated pay.
- N. Beginning with new employees for the 2004-05 school year, it is understood that obtaining ESOL endorsement or required points is their responsibility.
- O. Induction training is an expectation for all new instructional employees. These days are considered part of their yearly contract and do not qualify for additional pay.

## **ARTICLE VII**

### **TEACHER AUTHORITY AND PROTECTION**

- A. In accordance with Florida statute 1003.32-6, every school shall have a committee to assist in the management of student behavior and to ensure the safety of all students.
- B. No action against a teacher shall be taken on the basis of a complaint by a parent or student or other individual or any notice thereof shall be included in the teacher's personnel file, unless the matter is first reported to the teacher in writing.
- C. Any case of assault upon a teacher shall be promptly reported to the Board or its designee. The Board shall provide legal counsel to advise the teacher of his/her rights and obligations with respect to assault. New teachers will be oriented regarding their rights in case of an assault.
- D. Individual records will be maintained on student discipline and will be available to teachers as an aid for determining disciplinary recommendations concerning particular students.
- 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.
- G. Teachers shall be informed in writing at the beginning of the school year of the disciplinary policy for students as it is to be applied during that school year. A discipline policy shall be explained to teachers at the beginning of the school year. All parties acknowledge that consistency, fairness, and equality are desirable in our student disciplinary policy. It is also understood that the final decision in a student disciplinary issue rests with the building principal.

## **ARTICLE VIII**

### **TRANSFERS AND REASSIGNMENTS**

- A. Within school voluntary requests for changes in grade level, and other assignments within a school, by teacher assigned to that school, may also be submitted by any employee wishing to do so. An intra-district posting for three (3) days will be made prior to public posting. Voluntary employee requests in keeping with this provision shall be subject to approval by the building principal. Such transfers will not be posted externally.
  
- B. Assignment of new teachers to positions in the school district shall be made after pending requests for reassignment or transfer to such positions have been considered. Current employees shall receive first consideration. Both parties recognize that first consideration does not mean to imply a guarantee of reassignment or transfer requests.
  
- C. Voluntary reassignments and/or transfers of teachers will be made on the basis of certification, qualifications and seniority.
  
- D. When it is decided that an involuntary reassignment of a teacher(s) to a different building or level (K-5, 6-7-8, 9-12) is necessary, the following procedure will apply:
  - 1. If involuntary reassignments are required while school is in session, the position(s) will be posted in the overstaffed school(s) for two (2) days. Teachers who wish to volunteer for the transfer must notify the principal by completing a request for transfer during the posting time. The principal will take under advisement any voluntary request for reassignment before making a final decision. The principal will make the final decision based upon the factors of volunteers, qualifications, seniority, and staffing needs.
  
  - 2. If involuntary reassignments between buildings or levels are required during summer recess, the building principal will notify in writing all teachers at his/her building that involuntary reassignments for the new school year will be required. The letter must state a reply by date, which will be not less than seven (7) days from the postmark date. Any teacher(s) may volunteer for reassignment by completing a request for transfer within the time allowed.

3. In the event that an involuntary transfer becomes necessary, before such an action is initiated, the situation will be reviewed by the Superintendent of Schools with the sending and receiving Principals. Resulting action will require the Superintendent's concurrence. Prior to the Superintendent's decision, the affected teacher(s) and a representative of his/her choice will have the opportunity to discuss the transfer with the Superintendent.
- E. Employees who are involuntarily transferred to a different level shall be allotted an amount of money equal to that allotted to other teachers in that department or level with an additional stipend of one hundred and fifty dollars (\$150.00) to purchase materials and supplies. Levels will be defined as follows:
- Level 1 – grades K-2
  - Level 2 – grades 3-5
  - Level 3 – grades 6-8
  - Level 4 – grades 9-12
- F. The foregoing shall not be construed in such a way as to prohibit the Board from providing a racially balanced staff in each school.

## **ARTICLE IX**

### **VACANCIES AND PROMOTIONS**

#### **POSTING**

It is agreed between parties that the Board shall post as called for herein.

- A. In all cases as described herein a vacancy shall be construed to mean the following:

Vacancy as a result of:

1. Promotion
1. Resignation
2. Retirement
3. Termination
4. New Staffing
5. New Operation - Start-up
7. School to school transfer

- B. Vacancies - All vacancies in the bargaining unit shall be posted bi-weekly for all vacancies as have occurred throughout the two (2) week period as defined herein.
- C. Promotions - All promotional vacancies not in the bargaining unit for which a bargaining unit member is qualified to apply shall be posted bi-weekly for all vacancies as have occurred throughout the two (2) week period.
- D. Posting inclusions: Postings shall include:
  - 1. Type of vacancy
  - 2. Position title
  - 3. Location (if applicable)
  - 4. Position duties
  - 5. Position salary
  - 6. Positions qualifications as: (non ordered)
    - a. Certification
    - b. Work record
    - c. Successful interview
    - d. Other qualifications as are deemed appropriate and defined on the posting document.
    - e. System-wide seniority shall be used in the event two (2) applicants are considered equal to select the most qualified applicant.
- E. The posted list shall remain posted until replaced by a new list. Positions filled during a posting period shall be posted during the next posting period so as to provide notice to all applicants of positions no longer available.

## **ARTICLE X**

### **REDUCTION IN PERSONNEL**

- A. In the event the Board determined that the teaching staff must be reduced, the Board shall give written notice to teachers who may be affected and to the Association before implementing such reduction.

If the reduction in teaching staff is determined to be necessary, the following procedure shall be controlling:

1. Reduction of teachers within elementary schools or secondary departments within Flagler County will occur as follows:
  - a. Annual contract teachers shall be reduced first.
  - b. Professional Service Contract teachers and Continuing Contract teachers shall be reduced next based upon certification and seniority.
  - c. Such reductions as above shall also take into account Court Ordered racial balance and take provisions of F.S 1012.33.
- B. If teachers are to be rehired, the Board shall determine the number of positions to be filled. If such rehiring occurs within fifteen (15) months, then teachers shall be rehired within elementary schools or secondary departments in reverse order of reduction.
- C. Should the Board have to choose among its personnel who are on annual contract as to which would be retained, priority criteria shall be certification, satisfactory performance and seniority as to current employment date as a teacher.
- D. An employee shall remain on the recall list for a period of fifteen (15) months from the date of termination. The teacher must express in writing every six months his/her intent to remain on the recall list. Failure to notify in writing will result in being dropped from the list.
- E. When a teacher on layoff is notified in writing that a teaching position is available, the teacher will have ten (10) days after receipt of notification to verify in writing his/her intent to return. The teacher will have twenty (20) days after receipt of notification to return to work. Failure to do so will result in the teacher being dropped from the recall list.
- F. Seniority is defined as the employee's length of continuous service from his/her date of last employment in the Flagler County School District and is not interrupted by approved leaves of absence. Where two (2) or more employees have the same length of service, the employee with the earliest recommendation date (form 102) shall be considered senior. If two (2) or more employees have the same recommendation date, then the employee with the earliest birth date shall be considered senior.
- G. One district-wide seniority list based upon service with the district as of June 30, 1991 shall be established and updated annually.

- H. Any employee in the bargaining unit who is laid off shall be added to the substitute list.

## **ARTICLE XI**

### **EMERGENCY SCHOOL CLOSING**

- A. When in the judgment of the Superintendent, extreme weather condition, fire or other acts of God require closing the schools, and the decision is made prior to the regular opening time, information about the school closing shall be released to the local radio stations.
- B. If the school is closed after the regular opening hour, the Superintendent or his designee will notify teachers through the building principals of the closing and the method by which they will be notified when to return.
- C. When school(s) is closed by the Superintendent for reasons set forth in A above, but excluding concerted absences of school system employees, members of the bargaining unit will be paid their regular salaries and no leave days previously arranged by a teacher will be deducted for such emergency days.
- D. In the event that any day(s) are lost due to emergency school closing, the Board may request that the State Board of Education forgive such days.

## **ARTICLE XII**

### **LEAVE OF ABSENCE**

- A. A leave of absence is permission granted by the Board for an employee to be absent from duty for a specified period of time with the right to return to employment on the expiration of leave.

Any absence of a member of the bargaining unit from duty shall be covered by leave duly authorized and granted. Leave shall be officially granted in advance and shall be used for the purpose set forth in the leave application. Any request that leave be granted retroactively shall be denied. Leave for sickness or other emergencies may be deemed to be granted in advance if prompt report is made to the proper authority.

- B. 1. Sick leave is earned at the rate of one (1) day per month of employment. Four (4) days are granted upon employment and one (1) additional day is added each subsequent month until the number equals the number of months employed. Sick leave may be used for personal illness or injury or because of illness or death of a close relative. The employee shall notify his/her immediate supervisor in advance that he/she will be absent. There is no limit to the number of days of sick leave that can be accumulated. Immediately upon return to work, the employee shall file a written statement to the district office which will set forth the day or days absent and reason for such absence. Sick leave in excess of five (5) consecutive days must be accompanied by a physician's statement, if requested.
2. Members of the bargaining unit shall be entitled to transfer sick leave credit from other Florida school districts at a rate and in the manner specified by Florida Statute. Currently, sick leave may be transferred in from other districts at the same rate in which it is earned in the current district, i.e., earn one day, transfer in one day.
- C. TERMINAL PAY BENEFITS - Any full-time employee and the Superintendent shall be entitled to terminal pay for unused accumulated sick leave at the time of normal retirement, or to his/her beneficiary if service is terminated by death. If any employee enters DROP, normal retirement is at the end of DROP participation.
1. Terminal pay shall be computed at the daily rate of pay of the instructional staff member at the time of retirement or death and the rate of pay for this purpose shall be the yearly salary divided by two hundred sixty (260) days, each multiplied by the following number of accrued and valid sick leave days credited to the person in the Flagler County School District:
- a. During the first three (3) years of service in Flagler County: thirty-five (35) percent of accumulated days.
- b. During the next three (3) years of service in Flagler County: forty (40) percent of accumulated days.
- c. During the next three (3) years of service in Flagler County: forty-five (45) percent of accumulated days.

- d. During the next three (3) years of service in Flagler County:  
fifty (50) percent of accumulated days.
  - e. During and after the 13<sup>th</sup> year of service in Flagler County:  
one hundred (100) percent of accumulated days
- 2. "Normal retirement", as used herein, shall be interpreted in the manner defined by Sections 1012.61 (1) and 1212.65, Florida Statutes.
  - 3. Any person entitled to terminal pay benefits shall have been under contract, or elected to render services for the period immediately preceding retirement or death.
  - 4. For terminations other than retirement and death benefits, the Board may provide terminal pay to eligible employees for accumulated sick leave not to exceed an amount determined as follows:
    - a. Beginning the 4<sup>th</sup> year of service and continuing through the 6<sup>th</sup> year of service, the daily rate of pay multiplied by forty (40) percent times the number of days of accumulated sick leave.
    - b. During the next three (3) years of service, the daily rate of pay multiplied by forty-five (45) percent times the number of days of accumulated sick leave.
    - c. During and after the 10<sup>th</sup> year of service, the daily rate of pay multiplied by fifty (50) percent times the number of days of accumulated sick leave.
- D. The Board shall grant up to six (6) days leave for personal reasons. The number of such approved leave days shall be limited to 10% of classroom teaching faculty per school center on any given date. Written application without stating reasons for such leave, shall be made to the Superintendent or his designee at least two (2) teacher employment days prior to the desired onset of such leave.

Two (2) days of emergency leave may be granted after the fact with the submission of written application, provided the designated administrator shall be notified at the time of the extension of the weekend or holiday. Noncompliance with this provision will result in the employee having the day deducted from his/her next paycheck. Personal leave when granted shall be deducted from accrued sick leave and is not cumulative. For the purposes of this contract, sick leave is defined as stated in Florida Statute 1012.61.

- E. A teacher shall be entitled to personal leave of absence without pay when he/she has to be absent from his/her duties because of personal reasons. This leave shall be applied for and approved in advance.
- F. Limited professional leave: Leave not in excess of fifteen (15) days may be granted authorizing absence from contractual duties to engage in activities which will result in professional advancement or which will contribute to the teaching profession. This type of leave may be granted by the Board and when so granted may be with or without compensation. Extended professional leave without pay must be granted for professional improvement in excess of fifteen (15) days but for a period not to exceed one (1) year.
- G. Employees who participate under orders in annual military training and who submit a copy of such orders will be granted leave for the purpose. Whenever possible they would endeavor to have their training schedule during the summer period. Whenever such duty must be performed during the school year, a maximum of seventeen (17) days may be granted without loss of pay.
- H. An employee who is required to serve as a juror or subpoenaed as a witness will be granted leave with pay providing the compensation received as a juror be signed over to the Board.
- I. Maternity leave is without pay and shall be granted following request by the employee. Optionally, a bargaining unit member may elect to continue working until certified by a physician as being unable to perform the duties, at which time accrued sick leave will be granted, and the employee shall return to work as soon as physically able after termination of pregnancy.
- J. Any member of the bargaining unit returning to duty from leave within thirty (30) working days shall be returned to the same position. Employees on leave in excess of thirty (30) working days are not guaranteed the same position or location by the Board. Members of the bargaining unit who fail to return on the date agreed to in the leave request may be subject to termination unless an extension has been requested and granted or a medical emergency prevents notification.
- K. The Association President or the President's designee(s) shall be given up to ten (10) days with pay to attend conventions and conferences of professional organization and/or to represent the Association at public meetings pertaining to education.

- L. The Flagler County Schools may grant employees leave without pay for the following reasons:
  - 1. Extended illness exceeding accrued sick leave (including members of the immediate family as defined in Florida School Laws, Section 1012.61-68.)
  - 2. Other purposes which are mutually agreed upon between the employee and employer.
- M. Employees may be granted up to one (1) school year without pay for the purposes of child care.

- N. The Board and Association agree that the provisions of the Family and Medical Leave Act will become a part of District School Policy not later than February 5, 1994. Further, the Board and Association agree that the adopted policies will not operate to limit or reduce leaves provided under other negotiated contract terms.

The above leaves may be approved to a maximum of thirty (30) working days.

- O. Bereavement Leave:

In the event of a death of a member of the immediate family (parent, spouse, child, grandparent, sibling), an employee on permanent status may be granted up to five (5) days of paid leave at the discretion of the Superintendent or his/her designee. In the event of a death of a family member (mother-in-law, father-in-law, sister-in-law, son-in-law, daughter-in-law) an employee on permanent status may be granted upon request paid leave of up to three (3) days at the discretion of the Superintendent or his/her designee. Bereavement leave is of special nature and may not be deferred or converted to any other purpose. It is not charged against any other leave account. Application shall be made to the Superintendent and granted by the Superintendent, or his/her designee, at his/her discretion, in advance whenever possible. The employee will not be paid bereavement leave for days not scheduled to work. In order to honor a request for bereavement leave, details about the relationship may be required by the Superintendent.

- P. Job Sharing exists when two (2) teachers share one job position. The following conditions must be agreed to:

Guidelines:

A. Both teachers voluntarily agree to participate in a job sharing position.

1. Each teacher participating in a job share position will sign an agreement that stipulates the requirements of that assignment and the benefit choices available.
2. Teachers who job share may be required, with advance notice by the principal or supervising administrator, to schedule joint conferences or to attend faculty meetings or in-service beyond the modified day.
3. Annual contract teachers or teachers who are placed on Professional Improvement Plans prior to the request for a job sharing assignment will not be permitted to participate in a job sharing position.

B. Approval for Job Sharing:

1. Teachers wishing to job share must submit a written plan to the building administrator no later than March 1<sup>st</sup> of the year prior to the school year in which the job sharing will occur.
2. The written plan will include but not be limited to:
  - a) teaching responsibilities
  - b) schedule of work hours and/or days
  - c) planning time arrangements
  - d) procedures for parent conferences and field trips
3. The principal shall notify the teachers of the approval or denial of the plan no later than the last working day of March.
4. If the teachers and the principal/administrator cannot reach an agreement, an appeal can be made to the Superintendent. The Superintendent may find a different work site vacancy that would accept the job sharing position.

C. Duration:

1. A job share agreement shall be for one year.
2. Teachers may extend a job sharing agreement with the approval from the principal/administrator:

- a. Should a teacher in a job sharing agreement wish to resign, the partners may assist finding a replacement teacher. The replacement must agree to all the terms and conditions of the initial plan.
- b. Should no replacement teacher be identified, the remaining teacher shall assume the full time position.
- c. Teachers who participate in a job share position may substitute for each other at the full daily rate of pay for the days worked.

D. Salary, Benefits and Leave:

1. Each teacher participating in job sharing will receive only partial benefits required to be paid for by the District (prorated by the partial work time). To receive full benefits, it will be the teacher's responsibility to assume the costs of benefits not paid by the District.
2. The employee may choose the benefit coverage and such choice shall be effective at the beginning of the employee's first date of eligibility at the time the job share participation begins. At no time will the District assume any additional costs due to job share.
3. Each employee in a job share position shall receive an annual salary equal to one-half of the individual's salary (or the appropriate prorated amount) based on the salary schedule.
4. Years of experience shall be based on Board Policy.
5. Sick leave shall be granted at the rate of 3.75 hours per month (or the appropriate prorated amount).

### **ARTICLE XIII**

#### **MANAGEMENT'S RIGHTS**

- A. Nothing contained herein shall be considered to deny or restrict the Board or the Superintendent of their rights, responsibilities and authority under Florida Laws, State Board of Education Regulations, School Board Policies, or any other laws or regulations. Except as specifically stated in this Agreement, all rights, powers, and authority the Board has prior to this Agreement are retained by the Board whether or not such rights have been exercised by the Board in the past.

- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequences of such action during the term of this Agreement.
- C. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement except as specifically provided for in this Agreement.
- D. It shall also be the sole right of the Board to hire all employees and subject to the provisions of law to determine their qualifications and conditions for their continued employment, their placement or their dismissal, suspension, layoff or demotion and to promote and transfer all such employees, except as expressly covered by this Agreement.

#### **ARTICLE XIV**

#### **CONTINUITY OF OPERATION**

- A. The Association agrees that neither it, nor the unit members, shall authorize, sanction, condone, engage, in or acquiesce in any strike as prohibited in Florida Statute, Section 447.018. Strike shall also be defined to include any other connected or concerted activity having the effect of interrupting work or interference of any kind whatsoever with operation of any of the facilities of the Board for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, or the rights, privileges, or obligations of employment.
- B. Any violation of this Article shall mean that the Association and/or employees involved may be held liable for any and all damages, injuries, or expenses incurred or suffered by the Board. Further, any employees involved may be subject to disciplinary action without recourse to the grievance procedure.

## **ARTICLE XV**

### **BOARD AND ASSOCIATION ACCOUNTABILITY**

The Board and the Association agree that they will adhere fully to the obligations and responsibilities vested in them by adoption of this Agreement.

## **ARTICLE XVI**

### **MISCELLANEOUS**

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.
- B. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of State or Federal legislation, said provision shall be automatically deleted but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision. Both parties shall be notified if any provisions are deleted by law.
- C. A committee shall be established in each school for the purpose of discussing with the principal, areas of concern to the teachers or to the principal with the exception of Association business.

This committee shall be composed as follows:

- 1. The High School
  - a. The principal or his designee and no more than two (2) other administrative personnel
  - b. A teacher elected from each major department
- 2. The Elementary School
  - a. The principal or his designee and no more than two (2) other administrative personnel
  - b. A teacher elected from each grade level or each department

### 3. The Middle School

- a. The principal or his designee and no more than two (2) other administrative personnel
  - b. A teacher elected from each grade level or each department
- D. Copies of this Agreement titled, "Agreement Between the Flagler County Educators Association and the School Board of Flagler County" shall be printed at the joint expense of the Board and the Association within thirty (30) days after the Agreement is signed and ratified and shall be presented to all teachers now employed and hereafter employed. Further, that the Board shall furnish six (6) copies of said printed Agreement to the Association for its use.
- E. The Board and the Association specifically agree that at the termination of this Agreement, any provision of this Agreement may be renegotiated by either party.
- F. This Agreement shall, subject to compliance with the Administrative Procedures Act, Chapter 120, Florida Statutes, and other applicable laws, supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement and shall be incorporated into and be considered part of the established policy of the Board.
- G. The parties expressly agree that this Agreement shall be subject to all laws, state, local and federal, to all court orders and to monies being lawfully available for the purpose contemplated herein and that whenever any provisions herein shall be inconsistent or in derogation of such laws or orders, such provisions shall be null and void and of no force or effect.

These parties further agree that nothing contained in this Agreement contrary to such laws, orders or availability of monies shall have any force or effect.

## **ARTICLE XVII**

### **INSURANCE**

- A. The Board shall provide, without cost to the employee, group term life insurance for a twelve (12) month period in the amount of fifteen thousand (\$15,000) dollars for each teacher.

B. The Board shall contribute three hundred thirty-two dollars and eighty three cents\_(\$332.83) per month per employee toward the cost of medical insurance protection for a twelve-month period for each teacher or choice of a cost factor not to exceed the Board's contribution rate to its major carrier applied to a health maintenance organization. The Board will increase its current health insurance contribution up to a maximum of 5% per year, provided such an increase is reflected in the rate adjustment made by its current carrier. Should the health insurance cost increase by more than 5%, the Association and Board agree to reconvene talks.

C. An insurance committee of eighteen (18) people - six (6) appointed by the FCEA President, six (6) appointed by the FESPA President and six (6) from the Administration shall make the decision on any changes in the total insurance coverage, subject to the approval of the Board.

The above committee shall meet and review bids for insurance coverage so as to be able to renew by September 1<sup>st</sup> of each year. Further, the committee shall look into the feasibility of coordinating the anniversary date of the policy with expiration date of the contract.

D. In the event that an employee has exhausted sick leave accrual, the above mentioned fringe benefits may be continued at the employee's expense if the carrier allows.

E. The Board will contribute an amount not to exceed \$4.41 per month toward optical insurance protection for a twelve (12) month period for each teacher.

F. Implementation of the Board's contribution to Sections A and B shall take place during the first premium payment following ratification by both parties. Retroactive premium payments shall be made for September and October.

G. The Board shall provide, without cost to the employee, Long-Term Disability Insurance for a twelve (12) month period.

H. When an employee does not work a majority of the work days during an employment month due to personal illness or injury and has exhausted all sick leave, the Board agrees to continue its payments for insurance benefits for the employee for one (1) month.

I. All insurance deductions will be based on 19 deductions throughout the year.

## **ARTICLE XVIII**

### **PROFESSIONAL COMPENSATION**

- A. The basic salaries of teachers covered by this Agreement shall be as set forth in Appendix D of this Agreement.
- B. Adjustments to higher salary levels will be made upon submission by the teacher of appropriate evidence of additional academic credit earned. These adjustments shall be made following admission of the appropriate evidence at least ten (10) days prior to the beginning of each semester.
- C. All teachers shall receive credit on the salary schedule for all previous teaching experience as follows: (1) all public school teaching experience, whether in-state or out-of-state and (2) experience at non-public schools as long as the experience was at a school accredited by a recognized national or regional accrediting association and the teacher was required to have and did, in fact, hold a state-issued professional teaching credential during the period of that non-public school experience.
- D. Extra-pay-for-extra-duty positions shall be those as set forth in Appendix E which is attached to and incorporated in this Agreement. Teachers assigned to such positions shall be paid in accordance with said Appendix.
- E. In order to be named Department Head or Head Teacher, the employee must be certified in the area in which he/she is applying to be Department Head or Head Teacher, hold a professional service contract or continuing contract from Flagler County Schools, and have worked in the district for a minimum of three years. The intent of this language is to give first priority to employees at the school who are certified in that field.
- F. Any teacher who must use a personal automobile or otherwise provide transportation when on school district business shall be reimbursed by the Board the amount allowed by state law. Such mileage reimbursement shall not include routine travel to and from the teacher's home and the school to which assigned. The cost of other expenses incidental to travel, such as meals and lodging, when on school district business shall also be reimbursed by the Board.

1. Meals

Board shall reimburse by the amount allowed by the state law.

2. Rooms

Board shall reimburse for lodging at single occupancy rate the actual expense incurred, provided, however, that such expenses are substantiated by paid bills therefore.

G. Teachers shall receive six (6) paid holidays as follows:

Labor Day  
Thanksgiving and the day after  
Martin Luther King Jr. Day  
President's Day  
Memorial Day

H. Salaries of bargaining unit members employed in all FTE supported programs except Adult Basic, Adult General, and Adult Vocational will be computed at an hourly rate based on the following formula:  
 $1/196 \times \text{the respective teacher's regular current annual salary} \times 1/6 \times \text{the number of hours taught per day} \times \text{number of days taught}$

I. All teachers in the regular K-12 program who teach in the Adult Basic, Adult General and Adult Vocational Programs for extra pay shall be paid no less than \$11.00 per hour.

J. All community education teachers shall be paid according to a contractual agreement based on the money generated by the enrollment in the course but in no case shall the amount paid be in excess of that generated by the formula contained in Article XVIII, Section G.

**ARTICLE XIX**

**TEACHER DISCIPLINE**

A. A teacher may be disciplined, including reprimand, reduction in rank or compensation, suspension, involuntary transfer, or dismissal for proper cause as provided by Florida Statutes. 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 a suspension or dismissal.

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 right to representation for the teacher at the conference is guaranteed by the Board.

## **ARTICLE XX**

### **SICK LEAVE BANK**

- A. Sick Leave Bank Committee (SLBC)

A sick leave bank shall be established for participating employees. Such bank shall be administered by a committee composed of nine (9) persons, three of which are selected by FCEA, three selected by FESPA and three appointed by the Superintendent. The SLBC shall insure adherence to all procedures, rules, laws and regulations in effect and with the terms of this contract as ratified or amended.

- B. Definition of Leave Day

As used in this article, one day of leave shall mean the equivalent in required work day hours.

- C. Membership

Any employee who has been employed a minimum of one (1) year in Flagler County and who has an accumulation of a minimum of eight (8) days of sick leave on record shall be eligible for membership in the bank.

Such membership and participation shall, at all times, be voluntary. Each participating employee shall contribute one (1) day of earned sick leave by October 1. This day shall not be returned to the employee unless the bank fails to come into existence in accordance with the following rules. No further contributions to the bank shall be necessary except as provided below for the replenishment of the bank.

D. Procedures and Audit

The SLBC shall consult with and comply with procedures developed between the Personnel Department and Finance Department regarding the identifying and recording of contributions.

These Departments will provide the Association with verification of Sick Leave Bank enrollment to the extent practicable by October 15. Such record keeping and procedures shall be audited by these Departments to insure compliance with regulations. The SLBC will make available to all participants and the School Board an annual report of the usage and status of the Sick Leave Bank.

E. Sick Leave Bank Rules

(1) The Sick Leave Bank shall have a minimum of one hundred seventy-five (175) days on deposit before being activated. At no time shall the balance of days on deposit fall below zero (0).

(2) When the balance of days on deposit falls below one hundred (100) days, all participating members shall contribute one (1) additional day in order to replenish the bank to the level established in (1). Exception: Sick Leave Bank members who have no accumulated sick leave shall be required to contribute the additional day as soon as a sick leave day is available under normal earning of sick leave.

Any employee not contributing under this provision shall be considered to have dropped his/her membership and shall not have his/her previously contributed days returned. The one (1) day contributed under this section (2) shall not be returned to the employee unless the bank fails to be reactivated. Failure to reactivate with the 200 day minimum in (1) shall result in the bank being suspended. Reactivation from suspension could occur only under procedures in 36.03. Membership.

F. Use and Application

(1) Sick leave drawn from the bank by participating members must be used for said members' prolonged personal illness, accident, or injury. Such things as Elective Surgery or Cosmetic Surgery shall not be covered. An illness or injury shall be considered prolonged (1) where there is no reasonable expectation that the employee will be physically able to return to employment within 3 months of the date of application to draw Sick Leave Bank days, or (2) where due to unexpected complications, the injury or illness causes the member to be physically disabled for three (3) or more months after the requirements of (3) (b) and (3) (c) below are met.

- (2) No member shall be eligible to use the bank until he/she has exhausted all accumulated sick leave and annual leave on record.
- (3) Any member wishing to use the bank must have been a member of the bank for at least thirty (30) working days before contraction of the illness unless waived in the case of extreme emergency by the SLBC. In addition, the member must have been absent for a minimum of ten (10) consecutive work days without pay.
- (4) Any member applying for days from the Sick Leave Bank must have filed an application with the Board for Extended Sick Leave that has been received by the Personnel Office and approved pending board action. Written notification to the Sick Leave Bank Committee will be made within three (3) working days of the Personnel Office approval or disapproval.
- (5) Any member applying for days from the Sick Leave Bank must file an application with the committee. This application must be accompanied by a form filled out by the doctor who certifies the illness or disability and the length of anticipated physical disability. The member must certify in the application the date leave began, the date sick leave will be exhausted, the date on which the Sick Leave Bank is requested, and the necessity for the extended leaves. The committee reserves the right to request a second medical opinion at the cost of the applicant. All medical and application records shall be held in confidence by the SLBC.
- (6) No member shall be permitted to use the Sick Leave Bank if he/she is on injury or illness in the line of duty leave or drawing workers' compensation.
- (7) No member shall be eligible to draw more than thirty (30) days from the bank during any school year.

G. Abuse

- (1) If a member is found to have abused the use of the Sick Leave Bank, he/she shall repay the days drawn from the bank and be subject to such other disciplinary action as determined by the School Board.

(2) A member may be required by the Sick Leave Bank Committee to provide copies of medical reports filed with the Superintendent's office in accordance with the Leaves Article concerning the applicant's condition requiring sick leave bank days. Strict confidence will be maintained.

(3) The Sick Leave Bank Committee reserves the right of periodical medical review of the applicant's condition which may include a second opinion.

H. Withdrawal From Sick Leave Bank

Employees wishing to withdraw membership in the Bank shall not have their contributed sick leave days returned.

I. Hold Harmless

The Association and members of the bargaining unit shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken, or not taken, by the Board for the purpose of granting this procedure for employees to use this Sick Leave Bank.

**ARTICLE XXI**

**STIPENDS FOR IN-SERVICE**

1. An employee who attends district in-service programs that are conducted outside the regular Duty day shall be compensated at the rate of \$100.00 for a six-hour in-service and \$50.00 for a three hour in-service.
2. Stipends will be provided for all three or six hour district initiated in-service programs outside of the workday until the allocated funds in the stipend budget have been expended.
3. Stipends will be provided for three or six hour school initiated in-service which are supported by grants. All other in-services will not have a district stipend attached to them.

## **ARTILE XXII**

### **NATIONAL BOARD CERTIFICATION**

1. Any teacher who chooses may apply for National Board Certification, following the application procedure established by the National Board.
2. A teacher shall receive a dollar amount towards registration fees as prescribed in and permitted by Florida Law/Statute (For example: for the 2000-2001 school year – 90% of \$ 2070 = \$1863) when:
  - a. The District certifies that a teacher has demonstrated satisfactory teacher performance pursuant to F.S. 1012.34.
  - b. The teacher has satisfied the prerequisites for participation in the certification program.
  - c. The teacher agrees in writing to pay 10% of the participation fee, and
  - d. The teacher agrees to participate in the certification program during the year for which the registration fee is provided.
3. A one-time portfolio preparation incentive of \$150 will be paid during the school year in which the registration fee is paid.
4. A teacher who holds National Board Certification shall receive an annual bonus equal to 10% of the prior fiscal year's statewide average salary for classroom teachers as long as that teacher is employed by the District and the District certifies annually that the employee has demonstrated satisfactory teaching performance pursuant to F.S. 1012.34.
5. An annual bonus, equal to 10% of the prior fiscal year's statewide paragraph c. above, and agrees in writing to provide the equivalent of twelve (12) workdays of mentoring and related services to teachers within the District who do not hold certification by the National Board. Credit may not be granted for mentoring that occurs during the regular school day or for mentoring during the regular 196 days of required service.
6. A teacher who receives the certification fee referenced above and who does not complete the certification program or does not teach in Florida Public Schools for at least one year after completing the certification program must repay the amount of the certification fee to the state. The exception to this would be death, disability or other extenuating circumstances established by the State Board of Education.

7. A teacher who completes the certification program but fails to be awarded the certification shall not be required to repay the certification fee if the teacher teaches in a Florida Public School for one year after completing the certification program.
8. Participation in the National Board Certification program will depend on full funding from the Florida State Legislature.

### **ARTICLE XXIII**

#### **PEER ASSISTANCE**

1. The purpose of the Peer Assistance Program is to help new and veteran teachers improve their knowledge of and skills in the teaching profession. This program links new teachers or struggling veteran teachers with consulting teachers who provide on-going support through observing, modeling, sharing ideas and skills, and recommending materials for further study. Assistance will be provided as follows:
  - a. Teachers new to the teaching profession will be provided a mentor for 180 days.
  - b. Experienced teachers who are new to Flagler County or struggling veteran teachers may be offered the services of a mentor for 90 days. The offer of such assistance may be accepted or declined by the professional to whom it is offered.
2. A stipend in accordance with the supplement schedule will be paid by the Board to teachers who provide peer assistance to the designated.

### **ARTICLE XXIV**

#### **TEACHER PERFORMANCE PAY**

Upon discussion and agreement between both parties, FCEA (Flagler County Education Association & the FCSB (Flagler County School Board), the decision was made to NOT participate in the MAP (Merit Awards Program) for the 2007-2009 school years.

## **ARTICLE XXV**

### **DIFFERENTIATED PAY**

#### **School Demographics and Difficulty of Job**

Differentiated pay will be offered to attract and retain teachers in “hard to staff” schools. Flagler County has identified Pathways Academy as a “hard to staff” school based on the demographics of the students assigned to the school and the level of difficulty in teaching these students while meeting their social and emotional needs. Pathways Academy teachers who are highly qualified in the subjects they teach will receive a \$1,000 supplement per year or \$500.00 per semester

#### **Critical Teacher Shortage Areas**

The school board will determine the critical teacher shortage area for Flagler County School District. The determination and approval will occur by June for the upcoming school year. New teachers recruited into these teaching positions will receive a one time bonus of \$1,000 to be paid upon successful completion of the 90 day probationary period.

#### **Additional Responsibilities**

Teachers who perform additional duties will be paid an approved supplement for carrying out those assigned duties. (See approved supplement list)

#### **Advanced Degrees and Endorsements**

Teachers who earn advanced degrees in education, such as a masters, specialist or doctoral degrees, will be paid a supplement as approved in the salary schedule. School Psychologists who hold a national certification through NCSP will receive a \$1,000 supplement. Speech therapists hired full time by the district and who hold a Certificate of Clinical Competence (CCC-SLP) or national certification by The American-Speech-Language-Hearing Association (ASHA) will also receive a \$1,000 per year supplement.

Regular classroom teachers who hold an endorsement in reading and /or ESOL and are teaching in a course that requires that endorsement will be paid an annual supplement of \$1,000. High school teachers will be paid \$500.00 per semester based on their course assignments. Secondary teachers who complete the Content Area Reading Professional Development (150 hour bundle), and or have been assigned to provide intervention for level two readers will also receive the supplement. Teachers who are hired specifically for ESOL, ie, secondary ESOL teachers and elementary ESOL resource teachers, are not eligible for the supplement. Reading Coaches are not eligible for the supplement. (This is attributed to the fact that those teachers are required to hold that specific certification in order to qualify for the position).

## **ARTICLE XXVI**

### **TERMS OF THE AGREEMENT**

- A. If a proposed site based decision is contrary to the terms of the Collective Bargaining Agreement, a waiver must be obtained. A waiver may be obtained by holding a joint meeting of the School Improvement Team, the Association President (or designee) and the Superintendent (or designee). All parties must agree to the waiver and a memo of agreement drafted for signature.
  
- B. If the Building Administrator and the School Improvement Team disagree on a particular school improvement plan, either party may submit the disagreement to a review committee comprised of the Superintendent or designee, the Association President or designee, and the Chairperson of the District School Improvement Team.

**ARTICLE XXVII**

**LENGTH OF CONTRACT**

- A. This Agreement shall be effective as of July 1, 2007 and continue in effect until June 30<sup>th</sup>, 2010, except that the parties agree to reopen the subjects of compensation, supplements, insurance and no more than two articles of each party's choice. Such discussions shall begin no later than April 15<sup>th</sup> of each year.

The parties agree that this Agreement shall supersede all previous commitments between the Board and the Association and shall remain in full force and effect except as herein amended.

**SCHOOL BOARD OF FLAGLER COUNTY:**

\_\_\_\_\_  
Board Chairperson, Colleen Conklin

\_\_\_\_\_  
Superintendent, Bill Delbrugge

\_\_\_\_\_  
Harriett S. Holiday, Director, Human Resources

**FLAGLER COUNTY EDUCATOR'S ASSOCIATION:**

\_\_\_\_\_  
President, Gayle Widing

\_\_\_\_\_  
Service Unit Executive Director, Gloria Ali



**Flagler County Schools  
Human Resources Department  
Official Grievance Form**

**Employee Name** \_\_\_\_\_

**Worksite** \_\_\_\_\_

**Assignment**

**Home Address**

**Home Phone** \_\_\_\_\_

**Work Phone** \_\_\_\_\_

Date Grievance Occurred: \_\_\_\_\_

Relates to Article(s) \_\_\_\_\_, Paragraph(s) \_\_\_\_\_

Subparagraph(s) \_\_\_\_\_ of Agreement between the Flagler County Educators Association and the District School Board of Flagler County, Florida.

Statement of grievance \_\_\_\_\_

Specific relief sought: \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Disposition of Administrator (For each Article) \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Step Two Appeal: I do hereby notify you that I am appealing the Step One decision to Step Two.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Step Three Appeal: I do hereby notify you that I am appealing the Step One decision to Step Two.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

- After Step 1**
- (1) Copy to Administrator
  - (1) Copy to Grievant
  - (1) Copy to Association
  - (1) Copy to Personnel Office

# Flagler County Schools Human Resources Department Transfer Request Form



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

Name \_\_\_\_\_ School/Dept \_\_\_\_\_

Current Position \_\_\_\_\_ SSN \_\_\_\_\_

Address \_\_\_\_\_

Contact Number \_\_\_\_\_  Home  Work  Cell

Email address: \_\_\_\_\_

**Non-Instructional employees must be in their present position for 90 working days to be eligible for a transfer.**

I am applying for the following position: \_\_\_\_\_

School/Department \_\_\_\_\_ Position Control # \_\_\_\_\_

Reason for request:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I understand that if a transfer is possible, I will be given every consideration. I also understand that I must meet the minimum qualifications of the position to be granted an interview.

I further understand that I must have an on-line application completed in order to be considered. (The on-line application is available via [www.flaglerschools.com](http://www.flaglerschools.com). Click on Flagler County Public Schools Job Opportunities to enter the Human Resources site).

<b>HR USE ONLY</b> <input type="checkbox"/> PCN <input type="checkbox"/> Eligible for transfer <input type="checkbox"/> ATS
--

## APPENDIX D

## MEMORANDUM OF UNDERSTANDING

The Instructional Salary Schedules approved by the Flagler County District School Board and the Flagler County Educators' Association (FCEA) will be implemented for the 2007-2008 fiscal year, as long as the amount of funds received from the State by Flagler District School Board per full-time equivalent (FTE – both UFTE & WFTE) student without considering items that do not fund negotiated raises (categoricals such as instructional materials and training, lottery funds for A schools, bonuses, etc. ) are greater than 5.5% and less than 9%. If the percentage increase from the State is outside of the above noted range (either above or below), then both the FCEA and the Board agrees to come back to the table for continued negotiations.

If during the course of the school year we get a cut of funds from the State (National, State or local) for unforeseen reasons we agree to go back to the table to discuss the second part of the raise in January

Signed:

Gayle Widing \_\_\_\_\_  
President FCEA

Bill Delbrugge \_\_\_\_\_  
Superintendent

**APPENDIX E**

**HIGH SCHOOL AND DISTRICT SALARY SUPPLEMENTS  
2007-2008**

<b><u>Clubs/Organizations</u></b>	<b><u>Amount</u></b>	
Academic Challenge	\$ 750.00	
Activities Director	\$ 2,500.00	
After School Detention/Tutoring	\$ 25.00/hr.	(3.5 hrs./day)
Art Club	\$ 750.00	
Band – Assistant Director	\$ 1,250.00	
Band- Dance Team Director	\$ 1,000.00	
Band - Director	\$ 2,700.00	
Band – Flag Corps Director	\$ 1,000.00	
Band – Jazz	\$ 1,500.00	
Band – Percussion Drum Coordinator	\$ 1,500.00	
Best Buddies (ESE partnership)	\$ 500.00	
Business Professional of America (FBLA)	\$ 500.00	
Chess Club	\$ 750.00	
Choral Director	\$ 2,700.00	
Community Problem Solvers	\$ 1000.00	
Computer Club/Electronic Entertainment Club	\$ 750.00	
D.C.T. Sponsor	\$ 750.00	
D.E.C.A. Sponsor	\$ 1,000.00	
Dean	\$ 5,400.00	
Drug Program Coordinator	\$ 500.00	
Ebony Society	\$ 750.00	
ESOL Coordinator	\$ 1,000.00	(1)
FBA (Future Builders of America)	\$ 500.00	
FCC (Future Chefs)	\$ 1,000.00	
FEA (Future Educators of America)	\$ 750.00	
FFA	\$ 2,000.00	
Habitat for Humanity	\$ 750.00	
Hispanic Society	\$ 750.00	
Hi-Q (fall)	\$ 1,000.00	
Interact Club	\$ 1,000.00	
Key Club	\$ 1,000.00	
Leo Club	\$ 1,000.00	
Literary Magazine	\$ 750.00	
Mu Alpha Theta	\$ 1,000.00	(up to 3/school)
National Honor Society	\$ 1,000.00	
Newspaper – Minimum 5 Editions	\$ 1,000.00	
PETS (Literary Society)	\$ 750.00	
Photography Club	\$ 750.00	
Project Earth (Roots and Shoots)	\$ 750.00	
Prom Coordinator	\$ 1,000.00	
SADD (Students Against Destructive Decisions)	\$ 750.00	
School Store	\$ 500.00	
Science Club	\$ 750.00	
Science Fair Coordinator (District)	\$ 1000.00	

**APPENDIX E**

**HIGH SCHOOL AND DISTRICT SALARY SUPPLEMENTS  
2007-2008**

<b><u>Clubs/Organizations</u></b>	<b><u>Amount</u></b>	
Science Fair Coordinator (High Schools)	\$ 750.00	
Spelling Bee Coordinator (District)	\$ 500.00	
Student Government	\$ 2,000.00	
Technical Theater Interns	\$ 500.00	
Thespian Sponsor	\$ 750.00	
TV Production Coordinator	\$ 2,000.00	
Web Master	\$ 1,000.00	
Yearbook – Annual	\$ 2,500.00	
Young Political Activists	\$ 500.00	
Fall Musical - Assistant Director	\$ 750.00	
Fall Musical - Director	\$ 1,500.00	
Fall Musical – Musical Director	\$ 1,500.00	
Fall Musical – Technical Director	\$ 1,500.00	
Spring Play – Assistant Director – Drama	\$ 750.00	
Spring Play – Director – Drama	\$ 1,500.00	
Spring Play - Technical Director	\$ 1,000.00	
Winter Play – Assistant Director	\$ 750.00	
Winter Play – Director	\$ 1,500.00	
Winter Play – Technical Director	\$ 1,000.00	
Freshman Class	\$ 750.00	
Sophomore Class	\$ 750.00	
Junior Class	\$ 1,000.00	up to 2 per school
Senior Class	\$ 1,500.00	up to 2 per school
Department Heads		
(Includes counting the Dept. Head as 1)		
8 or less	\$ 800.00	
9 to 14	\$ 1,100.00	
15 or more	\$ 1,500.00	
District Media Specialist	\$ 1,000.00	
District Inoculation Giver	\$ 1,000.00	
Peer Teacher (180 days)	\$ 500.00 (as needed)	
Peer Teacher (90 days)	\$ 250.00 (as needed)	

## APPENDIX F

### HIGH SCHOOL ATHLETIC SALARY SUPPLEMENTS 2007-2008

<b><u>Clubs/Organizations</u></b>	<b><u>Amount</u></b>
Athletic Director	\$ 3,500.00
Athletic Trainer (Certified)	\$ 2,500.00
First Responder	\$ 1,800.00
Baseball, Head	\$ 3,500.00
Baseball, Assistant	\$ 2,000.00
Basketball, Head	\$ 3,500.00
Basketball, Assistant	\$ 2,000.00
Bowling, Head	\$ 2,500.00
Cheerleading, Head (FALL & WINTER)	\$ 5,000.00 (2,500.00 fall 2,500.00 winter)
Cheerleading, Assistant (FALL & WINTER)	\$ 3,000.00 (1,500.00 fall 1,500.00 winter)
Cross Country, Head	\$ 2,500.00
Cross Country, Assistant	\$ 1,500.00
Football, Head	\$ 4,500.00
Football, Assistant	\$ 2,500.00
Golf, Head	\$ 2,500.00
Lacrosse, Head	\$ 3,500.00
Lacrosse, Assistant	\$ 2,000.00
Soccer, Head	\$ 3,500.00
Soccer, Assistant	\$ 2,000.00
Softball, Head	\$ 3,500.00
Softball, Assistant	\$ 2,000.00
Swimming, Head	\$ 2,500.00
Swimming, Assistant	\$ 1,500.00
Tennis, Head	\$ 2,500.00
Track and Field	\$ 3,500.00
Track and Field, Assistant	\$ 2,000.00
Volleyball, Head	\$ 3,500.00
Volleyball, Assistant	\$ 2,000.00
Weightlifting, Head	\$ 2,500.00
Weightlifting, Assistant	\$ 1,500.00
Wrestling, Head	\$ 3,900.00 MHS & FPCHS
Wrestling, Head	\$ 3,500.00 (all new hires at High Schools)
Wrestling, Assistant	\$ 2,000.00
Flag Football, Head	\$ 2,500.00
Flag Football, Assistant	\$ 2,000.00
Strength Coach	\$ 2,500.00

(REVISED 10/02/07)

**APPENDIX G**

**MIDDLE SCHOOL SALARY SUPPLEMENTS  
2007-2008**

<b><u>Clubs/Organizations</u></b>	<b><u>Amount</u></b>	
Activity Director	\$ 750.00	
After School Detention/Tutoring Enrichment	\$ 25.00/hr.	3.5 hrs. /day
Art Club	\$ 750.00	
Band, Director	\$ 1,000.00	
Choral, Director	\$ 1,000.00	
Community Problem Solvers	\$ 1,000.00	
Dean	\$ 5,400.00	
Department Heads/Team Leader		
(Includes counting the Dept. Head as 1)		
8 or less	\$ 800.00	
9 -14	\$ 1,100.00	
15 or more	\$ 1,500.00	
Drama Production	\$ 1,000.00	
Drug Program Coordinator	\$ 500.00	
Fall/Spring Fling Coordinator	\$ 500.00	
F.F.A.	\$ 1,500.00	
F.H.A. (Family and Consumer Science)	\$ 500.00	
Intramural Director	\$ 1,000.00	
Intramural Supervisor	\$ 600.00	
Junior Honor Society	\$ 600.00	
Literary Magazine	\$ 500.00	
Math Counts	\$ 600.00	
Newsletter or Newspaper (Min 5 Edition)	\$ 1,000.00	
Outdoor Club	\$ 600.00	
Peer Teacher (180 days)	\$ 500.00 (as needed)	
Peer Teacher (90 days)	\$ 250.00 (as needed)	
SADD	\$ 500.00	
Science Competition           Club	\$ 500.00	
Science Fair Coordinator	\$ 750.00	
Student Council	\$ 650.00	
Theater Support Technician	\$ 500.00	
Web Master	\$ 500.00 (two per school)	
Yearbook	\$ 1,000.00	
Young Astronauts	\$ 500.00	

**APPENDIX H**

**ELEMENTARY SCHOOLS SALARY SUPPLEMENTS**

**2007-2008**

<b><u>Clubs/Organizations</u></b>	<b><u>Amount</u></b>
<b>Academic Program (science fair, math fair)</b>	<b>\$ 750.00</b>
<b>After School Detention/Tutoring/Enrichment</b>	<b>\$ 25.00/hr. 3.5 day</b>
<b>Art Club</b>	<b>\$ 750.00</b>
<b>Choral or Music Director</b>	<b>\$ 750.00</b>
<b>Dean</b>	<b>\$ 5,400.00</b>
<b>Department Heads</b>	
<b>8 or less (including dept head)</b>	<b>\$ 800.00</b>
<b>9 -14</b>	<b>\$ 1,100.00</b>
<b>15 or more</b>	<b>\$ 1,500.00</b>
<b>Drama Production</b>	<b>\$ 500.00</b>
<b>Drug Program Coordinator</b>	<b>\$ 500.00</b>
<b>ESOL Coordinator</b>	<b>\$ 1,000.00 (1)</b>
<b>Fine Arts Production</b>	<b>\$ 500.00</b>
<b>Friends of Library</b>	<b>\$ 500.00</b>
<b>Literary Magazine</b>	<b>\$ 500.00</b>
<b>Odyssey of the Mind</b>	<b>\$ 500.00</b>
<b>O.R.F. Performance (musical instrument)</b>	<b>\$ 500.00</b>
<b>Peer Teacher (180 days)</b>	<b>\$ 500.00 (as needed)</b>
<b>Peer Teacher (90 days)</b>	<b>\$ 250.00 (as needed)</b>
<b>Web Master</b>	<b>\$ 500.00 (two per school)</b>
<b>Student Government</b>	<b>\$ 650.00</b>
<b>Yearbook</b>	<b>\$ 1,000.00</b>
<b>Young Astronauts</b>	<b>\$ 500.00</b>

**FLAGLER DISTRICT SCHOOL BOARD  
INSTRUCTIONAL SALARY SCHEDULE  
2007-08**

**NOTE:** This salary schedule applies only to 10, 11, and 12 month personnel. All other personnel salaries will be based on contracted services as provided in Article VI, Section B of the instructional contract.

SALARY STEP	BACHELORS	MASTERS	SALARY SPECIALIST	DOCTORATE
1	\$38,213	\$40,963	\$42,463	43,713
2	38,962	41,712	43,212	44,462
3	39,725	42,475	43,975	45,225
4	40,428	43,178	44,678	45,928
5	41,035	43,785	45,285	46,535
6	41,648	44,398	45,898	47,148
7	42,273	45,023	46,523	47,773
8	42,907	45,657	47,157	48,407
9	43,550	46,300	47,800	49,050
10	44,205	46,955	48,455	49,705
11	44,868	47,618	49,118	50,368
12	45,629	48,379	49,879	51,129
13	46,404	49,154	50,654	51,904
14	47,194	49,944	51,444	52,694
15	47,996	50,746	52,246	53,496
16	48,812	51,562	53,062	54,312
17	49,642	52,392	53,892	55,142
18	50,585	53,335	54,835	56,085
19	51,545	54,295	55,795	57,045
20	52,525	55,275	56,775	58,025
21	53,523	56,273	57,773	59,023
22	57,677	60,427	61,927	63,177

This schedule is based on a 196 day contract. Contracts of other lengths will be adjusted accordingly based on the daily rate.

Any teacher, upon retirement shall be paid a \$6,000 retirement supplement. To be eligible, a teacher has to have served Flagler County for 10 years and be 55 years old, or have 30 years of service (10 of which must be in Flagler County) at any age at time of official retirement. The payment date shall be in the first payroll after confirmation of applicability by the Personnel Department.

A \$1,000 Longevity Increment will be added to the pay for each year past step 22 on the salary schedule.

The first year a teacher comes to Flagler School District, the highest possible placement on our salary schedule will be Step 22 on the salary schedule.