MASTER CONTRACT

BETWEEN

THE BAY DISTRICT SCHOOL BOARD

AND

THE ASSOCIATION OF BAY COUNTY EDUCATORS

2022-2025

Board Approved: December 13, 2022
Date of Ratification: December 16, 2022

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PREAMBLE

This Agreement, entered into this 16th day of December, 2022, by and between the School Board of Bay County, Florida, hereinafter called the "Board," and the Association of Bay County Educators, bargaining on behalf of all classroom teachers, hereinafter called the "Association."

WITNESSETH

WHEREAS, the Board and the teachers recognize and declare that providing a quality education for the children of Bay County Public School System is their mutual aim, and that the character of such education depends significantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve teaching standards, and

WHEREAS, the Board has agreed to negotiate in good faith with the Association as the exclusive representative of its teaching personnel with respect to salaries, hours, terms and conditions of employment and now, having reached agreement on all such matters desire to execute this contract covering such agreement, and

WHEREAS, the Board and Association, following complete 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:

ARTICLE I

Recognition

1.1 The Board recognizes the Association as the sole exclusive bargaining agent for the bargaining unit of employees whether under contract or on approved leave or on the job pending official action of the Board, all as certified by the Public Employees Relations Commission in Case No. 8H-RC-744-1022, Certification No. 44, CERTIFICATION OF REPRESENTATIVE FOLLOWING ELECTION AND ORDER TO NEGOTIATE, issued by the Florida Public Employees Relations Commission on the twenty-fifth day of April, 1975.

INCLUSION: All certificated instructional employees.

EXCLUSIONS: All administrative, educational support, licensed, confidential, and non-certificated personnel.

1.2 The Board further agrees that all Association rights and privileges negotiated in this Agreement shall be exclusively for the Association. The Master Contract shall be the document which governs compensation, hours, and terms and conditions of employment for employees in the unit. No policy, procedure, guideline, or administrative directive shall be adopted which is in conflict with the Master Contract, except as required by law. Faculty handbooks, county wide publications, and other guides shall conform to the provisions of the contract.

1.3 Another teacher's organization may challenge by election the exclusive representation rights of the Association. The election procedure and cost shall be as provided by the rules and regulations of the Public Employees Relations Commission and Chapter 447, Florida Statutes.

1.4 In the event that the district plans to remove a position currently included in the bargaining unit, as defined in Article 1.1 of the Master Contract, the Association will receive thirty (30) days written notice prior to Board action. This agreement shall have no impact upon instructional services currently contracted. No positions shall be removed from the bargaining unit without prior written agreement of ABCE.

ARTICLE II

Association Rights

2.1 The Board hereby agrees that all professional employees shall have all rights guaranteed to them by law.

2.2 The Association and teachers shall have the right to use school buildings at reasonable hours for business meetings when approved by the facility's manager and/or Superintendent. The Board may charge for necessary custodial and utility services to the extent that other non-school groups are charged.

2.3 The Association shall have the right to post notices of activities and matters of Association concern on a specifically assigned bulletin board in each school and shall be responsible for policing the assigned bulletin board. The District homepage shall include a link to the ABCE Website.

2.4 The Association shall have the right to use the teacher mailboxes for communications to teachers. The Association will be provided a mailbox at the school nearest its central office. All correspondence shall include a return address and sender's name.

The Association shall have the right to use the school system services to respond to matters relating to the business of both the Association and the School District.

Teachers shall have the right to use the courier services to send non-union originated, educational materials to other teachers. Correspondence of a personal nature between teachers is not permitted.

2.5 The Association will be allowed use of the Public Address System and/or available electronic resources before and/or after the student day. Public Address System announcements will be made by the facility manager or his/her designee.

2.6 The Board agrees to make available to any teacher or to the Association, information available in the Superintendent's office that is designated by statutes as public information at the same cost as set by the Board for the general public.

2.7 Employees required at the direction of the Superintendent or the Board, in writing, to attend Board meetings during regular working hours shall be granted temporary duty leave with pay and substitute.

The Association will be placed on the agenda of each regular Board meeting. In order for the Superintendent to comply with the Administrative Procedures Act, written requests for official Board action must be presented to the Superintendent at least eight (8) days prior to the scheduled Board meeting. The Association shall be placed on the agenda of any special Board meeting provided that the Association makes a written request to the Superintendent within one day after announcement of such meeting.

2.8 Any teacher who is a member of the Association, or who has applied for membership, may sign and cause to be delivered to the Board an assignment authorizing deduction of membership dues in the Association.

Pursuant to such authorization the Board shall deduct such sum as authorized in equal payments from the teacher's regular salary check beginning with the next salary check received by the teacher upon receipt of the dues authorization form by the district payroll office and continuing on all regular salary checks received. Such authorization shall continue in effect as long as the Association remains the certified bargaining agent for employees in this unit. The Board agrees to remit dues collected on behalf of the Association semi-monthly. Such authorization shall continue in effect from year to year thereafter, unless revoked in writing. Any teacher revoking dues deduction must complete a dues revocation form, in person, at the ABCE office. The Association shall inform members of the revocation process at least annually through its newsletter or other means of communication. The revocation will be effective on the first payroll after the conclusion of a thirty (30) day period or effective upon the approval of the Association. The thirty (30) day period shall commence on the day the member completes the dues revocation form at the ABCE office. The Association will be responsible for submitting the revocation form to the district payroll office. The Association shall publish to its general membership the amount of annual dues prior to the first payroll date. If a change in dues occurs, teachers shall be notified by the Association.

2.9 Upon written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittances for any plan or program approved by the Board to include credit union, charitable donations, insurance, or annuities. The Association may recommend additional plans and programs for Board consideration, but the Board shall not be required to take any action in respect to said recommendation.

2.10 An Association representative shall be allowed to visit schools to investigate teacher grievances (as specified in Article IV) and for official Association business. The representative shall adhere to the Bay District visitor check-in policy. Such visits shall in no way disturb the school's instructional program.

2.11 Following a principal's presentation of business at a meeting of the faculty, the Association faculty representative may meet with faculty members for the purpose of presenting brief reports and announcements. Attendance is voluntary.

2.12 The Board packet provided to Board members will be available online for the Association immediately after publication. All inserts will be available to the Association representative online when they become available to the Board Members.

2.13 The Board will allow the Association a maximum of one-hundred twenty (120) days release time for Association business. These days may be used for school visits, Board meetings, grievance hearings, implementation of ABCE contract, bargaining, internal and external public relations, conferences, legislative activities and the State Representative Assembly. The Association will reimburse the Board for substitute's pay to include the number of days used up to the maximum of one-hundred twenty (120) days. The reimbursement will include the actual cost of the substitute teacher. TDY forms should be sent to the Deputy Superintendent.

2.14 The Association President or his/her designee may leave his/her work station at the close of the student day to attend any Board meeting, county-wide committee meeting, or grievance hearing.

2.15 The Association President shall appoint representative(s) to serve on district-level committees or task forces affecting the wages, hours and terms and conditions of employment relating to instructional personnel.

2.16 A one year leave of absence, without pay, shall be granted to any teacher upon application for the purpose of serving as a full-time, paid officer of the state or national affiliate of the Association. Said teacher may apply for a year's extension of the original leave.

2.17 The Board shall provide training for all Principals, Assistant Principals and Assistant Administrators on Master Contract issues.

2.18 When the Board agenda includes matters of significant concern to a large segment of teachers at a school(s), upon request of the Association, the Board will make every attempt to schedule those agenda items after the teacher work day.

2.19 The District will provide a New Teacher Induction Program. Orientation meetings will be offered to review the program requirements. The Association will be allowed to make a fifteen (15) minute presentation at each of these initial orientation meetings.

A. If new teachers are required to attend professional development training associated with the New Teacher Induction Program that is beyond or outside their normal work day, they will be paid according to the Salary Schedule of the ABCE contract.

B. ABCE will be provided time to address the New Teacher Academy as part of the process of training new teachers. ABCE will appear on the agenda of the New Teacher Academy at a mutually convenient time and will be allotted fifteen (15) minutes to present information.

C. Teachers with a break in service of less than two (2) school years, who have previously completed the New Teacher Induction Program, will not be required to attend professional development training associated with the New Teacher Induction Program.

2.20 In the event that a Special Master hearing is held during the school day the District will provide TDY for all ABCE bargaining team members and pay the substitute for the team member who serves as chief negotiator. Substitutes for other members of the team will be reimbursed by ABCE. The TDY days will not be counted against the 120 days of release time for association business.

ARTICLE III

Negotiations Procedures

3.1 In any negotiations described in the 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 the members of the bargaining unit voting, but the parties mutually pledge that their representatives shall have all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. 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.

3.2 Following tentative agreement of the Contract, the Board agrees to print a copy for the Association. The Board will post the draft on the district website.

3.3 Within thirty (30) days after this agreement has been ratified by the Board and the teachers, the Board shall place the Master Contract on the District website. The Association shall receive one (1) paper copy of the agreement.

ARTICLE IV

Grievance Procedure

4.1 Any claim by a teacher, or a group of teachers, that there has been a violation of any provision of this written Agreement or Board Policy that affects instructional personnel's wages, hours, or terms and conditions of employment or which is otherwise inconsistent with the terms of this Agreement shall be a grievance. If the grievance involves any of the rights granted to the Association, the grievance may be filed by the Association directly to Step II.

4.2 The grievant shall be allowed to appoint an Association representative, at no cost to the Board, to be present for all meetings, hearings, appeals, or other proceedings related to any grievance which has been formally presented. No teacher may be required to discuss any grievance, at any stage, if the Association representative is not present. If a teacher desires Association representation, the teacher shall be responsible for requesting such representation.

4.3 In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the Cost Center Manager/Supervisor personally, at which a representative may be present, within ten (10) working days of the alleged violation or within ten (10) working days following the time when the teacher responsible should have gained knowledge of its occurrence. Any adjustment reached in the informal discussion shall be consistent with the terms of this Agreement. If, after the informal discussion with the immediate supervisor, a grievance exists, the grievant must initiate the following formal grievance procedure within five (5) working days from the date of the informal conference specified above. When requested by the teacher, an Association representative may be present. The aggrieved may withdraw a grievance at any step in the adopted procedure.

Appeals from one of the following steps to the next highest step shall be filed within five (5) working days following the receipt of notification. Such notification shall be either through certified, restricted home delivery (return receipt requested), U.S. Mail or upon hand delivery to the grievant. If response is hand-delivered the grievant shall acknowledge receipt by signature. Instructional duties shall not be interrupted by this process.

Step 1
A formal written grievance must be filed on the specified grievance form available on the district website and submitted to the Cost Center Manager/Supervisor. The building manager/supervisor will schedule a Step 1 hearing within five (5) working days. The immediate supervisor will then have five (5) working days to indicate the disposition of the grievance in writing on said form with distribution as indicated on the form.

Step 2
If the grievant is not satisfied with the disposition of the grievance made by the immediate supervisor, or if no disposition has been made within five (5) working days of the receipt of the grievance, the grievance may be submitted to the Superintendent. Within five (5) working days the Superintendent, or his designee, shall meet with the grievant and shall indicate the disposition of the grievance in writing within five (5) working days of such meeting to the grievant.

Step 3
If the grievant is not satisfied with the disposition of the grievance made by the Superintendent, or if no disposition has been made within five (5) working days after the meeting with the Superintendent, or his/her representative, the grievance may be submitted to grievance mediation through the Federal Mediation and Conciliation Service within twenty (20) working days following the receipt of the hearing's disposition by the Association or the grievant if he/she chooses to represent him/her self. With the agreement of both parties this step may be waived and the grievance may proceed directly to Step 4.

Step 4
If the grievant is not satisfied with the disposition of the grievance at Step 3, or the Step 3 time limits expire, the grievant(s) may submit the grievance to final and binding arbitration within twenty (20) working days following the conclusion of the mediation. If the parties are unable to agree on an arbitrator, arbitration will proceed under the Voluntary Labor Arbitration Rules of the American Arbitration Association, the rules of which shall govern the proceedings. The arbitrator shall have no power to alter the terms of this Agreement.

4.4 The time limits provided in this article shall be strictly observed but may be extended by written agreement of the Superintendent and the aggrieved. In the event a grievance is filed after May 1 of any year and strict adherence to the time limits may result in hardship to any party, the Superintendent shall use his/her 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 the aggrieved, or other party to the proceedings, prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the person can be present.

Every effort will be made to schedule hearings other than during student contact hours. However, when such grievance meetings and conferences are held during school hours, each employee whose presence is required shall be excused, with pay, for that purpose. The Association will pay the cost of a substitute, if needed.

4.5 The Administration or Board or Association will take no reprisals of any kind against any teacher because of his/her participation in this grievance procedure. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participant.

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

The Association is in no way obligated to represent the teacher.

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

Association officials are given the opportunity at no loss of pay, to be present during the adjustment of the grievance, including all discussions held between teacher and the Board or its representatives in connection with the grievance. The Association will pay the cost of a substitute, if needed. Every effort will be made to schedule hearings after the work day. If the Association wins the grievance the Board will pay cost of the substitute.

The Association is provided with a copy of all written decisions concerning the grievance.

4.7 The grievance procedure shall not obligate the Association to represent non-members.

ARTICLE V

Teaching Conditions

5.1 Lockable space for storing confidential materials will be provided in each school. A copy of the teacher's editions of the basic texts used in each subject area he/she teaches will be provided for the teacher's individual use during his/her tenure in that school. Teaching stations shall be provided for all teachers.

5.2 The teacher workday shall be seven (7) hours and thirty (30) minutes including a duty-free lunch period of not less than thirty (30) minutes. This time does not include the transfer of students. On non-student lunch days, all teachers shall be entitled to a one (1) hour duty-free lunch period. Teachers shall not be required to eat in the lunchroom.

A. In elementary schools designated as L300 schools by FLDOE, an extra 15 minutes shall be added to the school day to provide the extra reading instruction required by law. Teachers working this extra time shall be paid at their hourly rate

5.3 Teachers will not be allowed to use tobacco in any form, electronic cigarettes, personal vaporizers, or any electronic nicotine delivery system on real or personal property owned or under the control of the Bay District School Board.

5.4 In the event of a heating or air conditioning malfunction, the facility manager shall report the condition to the proper Board department who shall make every reasonable effort to correct the condition. Arrangements will be made by the facility manager to relocate classes to areas that are properly heated/cooled and ventilated. If the entire school is affected by the above problems or a water disruption, the district office will address the issue as a priority.

5.5 If a teacher does not have access to his/her classroom during his/her planning then a long distance enabled phone and computer will be made available for his/her use in a confidential setting.

5.6 All elementary teachers, including special subject teachers, shall have at least fifteen (15) continuous minutes relief time during the instructional day. This period shall not include time spent in transferring children to other supervisors. Every effort shall be made to see that the relief time is not scheduled during the same part of the day as the planning period.

5.7 It shall be the responsibility of the teacher to report, in writing, potentially unsafe or hazardous conditions to the immediate supervisor who will investigate the report with the teacher. If an unsafe or hazardous condition exists, the immediate supervisor will take steps to correct the condition. The supervisor will respond in writing within seven (7) working days regarding disposition of the case. If no response is given within seven (7) working days, ABCE will contact the Deputy Superintendent.

5.8 Teacher participation in extra-curricular activities shall be strictly voluntary with the exception of PTA/PTO, Open House, parent workshops and graduation activities which shall not exceed four (4) such activities each year.

If teachers are required to participate in the above activities, the facility manager will schedule compensatory time in writing in advance. Such events requiring compensatory time shall be published on the school calendar.

5.9 Teachers may be required to remain after the end of the regular work day for the purpose of attending faculty or other professional meetings in their regularly assigned school center for not more than nine (9) days per year. Such meetings shall not extend more than thirty (30) minutes beyond the close of the regular work day and shall be announced twenty-four (24) hours prior, except in cases of emergency involving the health and safety of students or teachers or in case of accreditation studies. Teachers may choose to leave after the thirty (30) minute time limit allowed for the nine (9) meetings. Compensatory time will be awarded in case of overtime meeting. (Faculty meeting will be defined as any meeting called by the Facility Manager or his/her designated representative of all or any part of the faculty.) No sales presentations or solicitations will be made before, during, or after any called meeting.

5.10 When school is not in session teachers may be given access to the building by scheduling such access with the principal or his/her designee.

5.11A. Observations of a teacher's class by persons other than a School Board member, a teacher's school administrator, District supervisory personnel, Department of Education officials or contracted school improvement consultants shall be allowed only after consent has been granted by the building principal and the teacher notified the day prior to the observation. Observations as required in association with the State's Differentiated Accountability Model (including those within one year of exiting) and paid consultants are exempt from this prior day notification. Observations done in conjunction with State's Differentiated Accountability Model (including those within one year of exiting) and paid consultants the District's State approved Reading Plan and/or the District's Continuous Improvement Model walk-throughs will not be used as part of a summative teacher evaluation.

5.11B. Electronic recording devices, including but not limited to cellphones, smart phones, laptops and tablets, will be used in a classroom only by school personnel for purposes of evaluation and professional development or school related activities. Outside of announced classroom walkthroughs in conjunction with the teacher evaluation process, the use of such electronic recording devices by district personnel to record photos and videos will be allowed only with the permission of the teacher. Electronic recording devices placed in a classroom or other areas of a school campus for safety or security reasons shall not be used to assess teacher performance. Teachers have the right to limit or forbid the student use of said electronics in their classrooms.

5.12 The Board shall provide such safety clothing and equipment as required by law.

5.13 Profits from vending machines not accessible to students will be expended as determined by the Social Welfare Committee in the individual school. All orders, repairs, refills, replacement, financial records and checks will be controlled by the Social Welfare Committee. These records should be kept in accordance with acceptable accounting procedures by a teacher member.

5.14 Home visitation by teachers shall be voluntary with the exception of ESE Pre-K and Title I Pre-K teachers, homebound teachers and social workers. If an employee feels at risk regarding a home visit, he/she will report such concerns to his/her supervisor. The supervisor must take appropriate action to reduce or eliminate the risk.

5.15 Teachers may leave their work location when they are not directly responsible for students, provided they receive prior approval of the facility manager or his/her designee.

5.16 When teachers are asked by their supervisors to perform voluntary off-campus visits that occur before or after the regular workday, equal compensatory time will be given. This shall not apply to people already being supplemented for that extra duty.

5.17 If routine maintenance work or resulting fumes disrupt classroom instruction, the principal shall correct the problem or ask the Maintenance or Facilities Department to reschedule. Teachers shall have the right to report any safety violations regarding maintenance work to the Supervisor of Maintenance for investigation and recommended solutions. If a teacher is going to be displaced due to planned maintenance, scheduled with the Principal's knowledge, the teacher will be given 24 hours' notice of such displacement.

5.18 If an instructor's classroom or workspace is changed, the physical move will be done by the administration within five (5) working days of the change of classroom. The administration will provide packing materials.

5.19 The Senior Association Representative or his/her designee shall assist in counting the ballots in all elections held within a school that requires an opportunity for total faculty vote. Voting shall take place during school hours and the counting of the ballots shall be conducted the same school day. Neither shall occur during teacher instructional time. Absentee ballots will not be accepted. All parties involved shall agree to confidentiality in all aspects of elections. If the confidentiality is breached, any individual involved will be excluded from participation.

5.20 Teachers shall not be required to contact parents regarding student absences. Site Managers may require teachers to contact parents regarding attendance prior to referring a student with excessive absences (5 unexcused absences within a calendar month or 10 such absences within a 90 calendar day period) to the school's child study team.

5.21 In the event of emergency situations such as evacuation, lock-down, bomb threats, other school-wide or life threatening emergencies, teachers shall continue their assigned supervision of students without regard to planning periods or lunch.

5.22 If the principal certifies that year-end close-out duties and responsibilities are completed, teachers will be permitted to take accrued compensatory time on the final post-planning day of the school year.

5.23 Compensatory time shall be:

a. Granted for volunteer duty, assigned duty, or for other activities approved by the principal or supervisor
b. Granted only for activities that are beyond the normal, everyday duties of a teacher and extend beyond the normal workday
c. Earned and used in quarter hour increments with documentation to be kept by the administrator's designee
d. Used at times when the teacher has no student supervisory responsibilities and with the prior approval of the principal or supervisor

Compensatory time not used by the last teacher workday of the school year shall be forfeited. Compensatory hours may not be used as payout at termination.

5.24 It shall be the responsibility of the school administration to ensure that textbooks, and textbook materials are delivered to each teacher's classroom by September 15th of each school year or within ten (10) days of the materials' arrival to the district, whichever is later. Teachers shall not be utilized in the transportation of textbook materials unless they choose to do so.

5.25 DESIGNATED PROFESSIONAL DEVELOPMENT DAYS: For 2021-2022 school year only, the district will provide three (3) professional development days designated for teachers to work/plan together in PLCs, grade groups, departments/teams. The three days will be in addition to the two days of district in-service and two days of school-based in-service that already occur during pre-school. Principals may use up to one (1) hour of each of the PLC designated days for faculty meetings. The three additional professional development days will occur as determined by the district calendar committee.

ARTICLE VI

Class Size, Class Load and Specialized Instruction

6.1 Students shall be assigned to classes in a way that ensures class size equity for all teachers within a school site. Class size in each grade level and subject area of each school shall be equalized within eighteen (18) student days after the opening of school. Advertisement shall be reduced to three (3) days for positions created by the mini FTE count. New students should be assigned in a manner that maintains equity in each grade and subject level.

Every effort will be made to assign district level personnel/resource persons on an equitable basis. Factors such as the student population of the school and the number of schools assigned will be considered.

6.2 Student/teacher ratio shall not exceed maximum limits as prescribed by standards of the State of Florida and its class size calculation standards. In the event the state standards do not apply to a particular case, standards of the Southern Association of Colleges and Schools will apply.

When individual class or subject area maximums must be exceeded, the principal and teacher(s) involved shall submit a written proposal to resolve the problem. The Board and/or Superintendent will respond with an approval or an alternative plan with a specified time for resolution of the problem.

6.3 Beginning with 2015-2016 school year, all teachers, except those working at Haney, shall have an instructional load not to exceed three hundred minutes. The student school day shall be no longer than six hours thirty (30) minutes. The instructional loads of secondary teachers on block scheduling will not exceed 105 students per day.

6.4 Secondary teachers shall not have more than three (3) different course preparations per day except with mutual consent of the teacher and principal. This consent must be in writing. A regularly scheduled teacher/advisee program shall not be considered a part of the three (3) different preparations per day. Principals will make every effort to ensure that high school teachers on block scheduling do not have more than two (2) preparations per term/semester.

Secondary teachers will have one (1) preparation period during the student class day for planning and conferences. The preparation period shall not be preempted for any required student supervisory duties.

6.5 Middle school teachers at schools utilizing a six-period day shall have an instructional load not to exceed five (5) regular class periods. Middle school teachers at schools utilizing a seven period day shall have an instructional load not to exceed six (6) regular class periods. Teachers shall not have more than three (3) different course preparations per day without mutual consent of the teacher and principal. This consent must be in writing. A regularly scheduled teacher/advisee program shall not be considered a part of the three (3) different preparations per day.

6.6 Teachers in elementary schools which have classes of music and art shall have no more than the number of students specified in 6.2 for regular self-contained classroom teachers. Every effort shall be made to provide each special area teacher with his/her classroom.

6.7 All elementary teachers will have no less than thirty (30) minutes during the student class day for planning and conferences. Such time will be exempt from any required student supervisory duties. Teachers shall not be required to have regular daily supervisory duties of students before and after the student day.

6.8 Scheduled records workdays will only be used for teacher planning and to review/update student records.

6.9 School administration may use up to one hour each day of the three pre-planning days for faculty meetings. An administrator's designee may use one additional hour on one of the pre-planning days. The remainder of the pre-planning day shall be for the teachers to work in their classrooms to prepare for their students. Any additional meetings shall be considered voluntary.

6.10 Any teacher may recommend in writing to the School's Problem Solving Team (PST) the testing and evaluation of any student believed to be eligible for Exceptional Student Education Services. The school's PST will meet at least monthly to review the progress of those students in the Response to Intervention Process. Upon the recommendation of the PST, the referral will be forwarded to the district Exceptional Student Education office. Testing will be completed within sixty (60) school days of which the student is in attendance.

The sixty (60) day timeline begins once the following condition has been met:

- Receipt of parental consent for evaluation

Students eligible for special services as determined by the Individualized Educational Planning team and with parent/guardian approval for such initial placement shall be placed in the appropriate program without undue delay.

Prior to the initial placement of a student in a special education class or mainstreamed to a regular education program, a copy of the current Individualized Educational Plan will be made available to teachers servicing the student.

In the event that legal counsel is present to represent other parties attending the meeting, the Board will immediately upon becoming aware, notify the teacher that legal counsel will be present.

6.11 It is recognized that teachers must meet the individual needs of all students. Therefore, text materials that the Board considers appropriate will be furnished for each student's use.

6.12 Special area teachers at the school level who have students scheduled each period shall have relief and preparation time to the same extent as other teachers. The fifteen (15) minute break and thirty (30) minute planning period will be consecutive, uninterrupted blocks of time.

6.13 School budget(s) will be made available online. Prior to the budget submission deadline, each school/worksite administrator will conduct a voluntary faculty meeting specifically to allow teacher input into the formulation of the school/worksite budget proposal. Teachers will be provided an opportunity during the meeting to comment and offer proposals about how the school budget is spent.

6.14 Each cost center manager will gather teacher input regarding staffing of the school via a voluntary faculty meeting or a survey of teachers solicited from the entire faculty. If input is gathered via an electronic medium, then the results shall be made available to all teachers electronically.

6.15 Prior to the implementation of schedule changes for special events or programs that could possibly affect the provisions of the Master Contract that relate to planning time, teacher work-day or duty-free lunch, the administration of the cost center will work collaboratively with the cost center Association Representative and reach agreement regarding the changes. Cost center managers will also work with cost center Senior Association Representatives to plan and implement special projects and programs that will alter the normal daily schedule.

Teachers whose planning time is reduced due to schedule changes will be provided compensatory time equal to the lost planning time.

The District and the Association agree that decisions made as a result of the activities described above will be based upon anticipated maximum student benefits.

6.16 Pre-K ESE teachers shall have one and one half (1 ½) duty free planning days per month. This time shall be used for planning purposes and shall be at the direction of the teacher. This time shall not be preempted for any required student supervisory duties or administrative assignments.

6.17 Teacher's preparation period shall not be pre-empted more than once a week for training. Consideration for a teacher's planning period should be given when scheduling conferences. Except in the case of an emergency, teachers will not lose both planning periods (common and individual) during the same day for mandatory meetings.

6.18 For the 2022 – 2023 school year, teachers providing direct instruction to students with disabilities and managing an exceptional education caseload greater than 15 students in grades K-12 or 10 students in grades K-12 at an alternative school will be provided one day of planning time each semester to accomplish ESE related administrative work.

ARTICLE VII

Teacher Authority and Protection

7.1 A copy of the Board's Student Code of Conduct will be given electronically to all teachers with an explanation of the changes.

7.2 A teacher may impose classroom discipline as stated in School Board Policies where necessary in cases of infractions and may use reasonable force to protect himself/herself from attack or to prevent injury to himself/herself, another student, or any other school employee or volunteer, or school property.

7.3 Teachers may send disruptive students to the office to maintain effective discipline in the classroom. Prior to sending disruptive students to the office, the teacher will endeavor to achieve correction of student misbehavior. Teachers sending students to the office will either notify office staff by phone or ensure the student is supervised on his/her way to the office. The teacher shall not be responsible for maintaining records of student discipline referrals.

7.4 Any case of assault and/or battery upon a teacher shall be promptly reported, in writing, to the Facility Manager or his/her designated representative. Appropriate action by the Facility Manager shall include recording the incident, reporting to parents and the appropriate law enforcement agency office. At the conclusion of each semester, ABCE shall be entitled to a summary report listing the number of incidents and summarizing the outcomes.

7.5 Time lost by a teacher in connection with any incident in this article shall be handled as follows:

A. Time for appearances before a School Board, judicial body, or legal authority shall result in no loss of wages or reductions in accumulated leave.

B. In case of job connected disability which materially affects a teacher's ability to perform his/her duties, the teacher's wages shall continue in full without reduction in accumulated leave until Worker's Compensation payments begin.

7.6 No formal action (anything affecting future employment status) against a teacher shall be taken solely on a basis of a complaint by a parent or student or other individual, nor any notice thereof, shall be included in the teacher's personnel file.

The personnel file shall be defined as a composite of the school file and the District office file. There shall be no other personnel files.

7.7 If a teacher is complained against or sued as a result of any action consistent with School Board Policies taken by the teacher while performing normally assigned duties, the Board will provide legal counsel to be selected from a list of five (5) attorneys approved by the Board or an attorney from the insurance carrier.

7.8 A teacher shall be entitled to have present representation when he/she is being formally reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance if such actions may affect future employment status. When a request for such representation is made no action shall be taken with respect to the teacher until such representative is present. Employees will be given a minimum notice of one business day or 24 hours (whichever is greater) of such a meeting. Meetings must commence within two business days or 48 hours (whichever is least) of the date/time initially scheduled.

Prior to conducting any meeting with bargaining unit employees in which the employee may be subject to a reprimand, warning, or disciplined for any infraction of rules or delinquency in professional status; Principals, Administrators, or other supervisory/management personnel conducting such meetings shall inform the employee of his/her right to union representation and whether or not disciplinary action may be taken.

7.9 Each teacher shall be notified of any materials to be placed in, and have the right to respond to, all materials contained in his/her personnel file. Such teacher responses shall become part of said file.

7.10 Each teacher shall have the right, upon request, to review and have copied at the same cost as set by the Board for the general public, the contents of his/her own personnel file. The review will be made in the presence of the administrator or designee responsible for the safekeeping of such file, and the teacher may request the presence of a representative of his/her choice.

The Board or designee shall inform the teacher if any person other than the appropriate administrative/clerical personnel has examined the teacher’s personnel file.

7.11 Each teacher has the right to due process.

7.12 Each teacher will be allowed two (2) working days from the close of the grading period to submit grades for which they are directly responsible (does not include State end of course exams).

7.13 Teachers shall not be required to administer medication to students or perform any invasive medical procedures in accordance with Florida Statutes.

7.14 Every effort shall be made by management to place teachers in positions for which they are both certified and qualified. Such placement should be accomplished with minimum disruption to the educational program at a school.

7.15 Teachers shall only be assigned to teach out-of-field for one year unless the teacher agrees to the assignment in writing and is willing to take the required course work toward the appropriate certification.

7.16 Professional Service or continuing contract teachers with multiple certifications must maintain a minimum of three (3) certifications areas or their current level of certification, if less than three (3) areas, or they will revert to annual contract status.

7.17 Each teacher will be allowed two (2) working days to prepare transfer grades for a student withdrawing or transferring.

7.18 If a gradebook entry is to be altered by any party other than the teacher of record, said teacher will be notified in writing of the change if he or she is still employed by BDS at the time of the change.

7.19 If a discipline referral is to be changed or deleted by someone other than the teacher who submitted it, said teacher will be notified in writing of the change if he or she is still employed by BDS at the time of the change.

ARTICLE VIII

General Employment Practices

8.1 It is the policy of the School Board of Bay County to employ and retain as employees those citizens best qualified to fulfill the needs of the public in its operation without regard to race, color, religion, national origin and/or sex.

8.2 Substitutes will be furnished for teachers who are regularly employed and teach a daily scheduled class who must be absent on regular student school days. Teachers who must be absent for emergencies of less than one hour will not have their absence charged to leave provided the absence does not occur while the teacher is directly responsible for students and further provided that the teacher arranges with the principal to make up the time missed. Teachers will be required to use the District's automated phone-computer system (AESOP) to secure substitutes. Unless there is an emergency teachers should enter their need for a substitute into the system at least one work day in advance of their absence. After entering an absence into the AESOP system, a teacher has no further responsibility for securing a substitute teacher.

8.3 Instructional personnel with no leave available for their use will be assessed/docked their daily rate of pay for each day of absence without leave.

8.4 Assignments for any evening school or other program of the school district beyond the normal school day or year shall be made with first consideration being given to those meeting the certification requirements and having current experience in the subject and/or grade to be taught. All such vacancies will be posted within the school where the opening occurs and on the district website at least five (5) work days prior to filling such vacancy.

8.5 All employees may be required to provide evidence of fitness to perform duties assigned and freedom from communicable disease. Such evidence shall be limited to a statement from a licensed physician of the employee's fitness. The Board may require an examination when, in its judgment, such an examination is relevant to an employee's performance or status. The examining physician will be selected by the teacher from a list of three (3) physicians provided by the Board. If the nature of the concern is considered psychological, the teacher shall select from a list of three (3) psychiatrists. The cost of required examinations will be paid by the Board.

8.6 Teachers' tentative schedules shall be available ten (10) calendar days before the first semester/session. Notices will be available one week in advance of second semester/session schedule changes. Tentative class rosters and records will be available on the first day of preschool. In the event of a teacher's grade assignment or majority class assignment changes, two (2) district TDY days with no student responsibilities will be provided.

8.7 Job-Sharing - A teacher on tenure (continuing contract or professional service contract) may, at the discretion of the Board, participate in a district job-sharing arrangement. Teachers wishing to job share must find another teacher who also wishes to job share. Both teachers must be certified for the job they are sharing they must be "Highly Qualified" and both must have received an effective or highly effective evaluation for the previous year. Job-sharing arrangements may continue from year to year provided that the teachers request and the Board approves an annual extension and further provided that a job share is not split between two (2) school years.

The application and proposed plan for job-sharing must be approved and acted upon by the immediate supervisor, and submitted to the Superintendent by March 15, preceding the school year for which the job sharing arrangement is requested.

The responsibilities of an assignment by two (2) job-sharing teachers may be divided according to a plan designed by the job-sharing teachers, with the concurrence of the receiving principal or, if there is none, the appropriate administrator. This plan will include but not be limited to, teaching responsibilities, substitution procedures, schedule of work hours and/or days, and attendance at staff meetings, district meetings, parent conferences and field trips.

Participation in job-sharing positions will be placed appropriately on the teacher's salary schedule, and salaries will be prorated according to the time worked. Teachers in job-sharing positions will be eligible for raises or bonuses following the accumulation of more than one-half equivalency of one (1) year of full-time service. Such financial increases will be proportionate to the time worked.

Participants in job-sharing positions will receive a prorated amount of insurance and leave benefits. Contributions to the Teacher's Retirement System will be proportionate to the time worked.

8.8 Part-time teachers will be limited to two (2) classes per day on block scheduling and twenty (20) minutes of planning time shall be paid for each class taught.

Part-time teachers on a six (6) or seven (7) period per day schedule will be limited to three (3) classes per day with a thirty (30) minute paid planning period.

8.9 When students are not required to make up days due to emergency circumstances, the Superintendent shall forgive these days as outlined below:

1. Instructional Personnel scheduled to work will be paid for the day and should be reported as working their normal hours/shift for this date.

2. Instructional Personnel who had previously scheduled leave and were not scheduled to work will be reported as not having worked and will be charged the leave day(s).

3. An appeal may be made to the Superintendent or designee within ten (10) calendar days from the first day back after the emergency closure for leave charged in section 2 above.

ARTICLE IX

Transfers and Reassignments

9.1 Teachers who desire a different assignment or transfer to another school or position within the county shall file a request at the time the position is advertised following procedures developed by the Human Resources Department.

9.2 Teachers requesting a transfer as outlined in Article 9.1 shall be interviewed prior to the hiring of a new employee, subject to the following condition: If there are more than five (5) reassignment/transfer requests on file for a specific school, the principal of that school shall review files of all requests and choose at least five (5) qualified and certified applicants to interview. The appropriate administrator shall notify the teacher requesting transfer as to the disposition of the teacher request. The appropriate administrator shall notify the teacher requesting a transfer seven (7) days after the filling of the position. The administrator shall be required to hold no more than one (1) interview with the same teacher during the validity period of the teacher's reassignment or transfer request. The administrator will give consideration to the teacher request when a vacancy exists and provided a previous interview has occurred.

9.3 The voluntary reassignment and/or transfer of a teacher will be subject to the following conditions:

A. Between April 15 and August 1, the fifth business day before the last teacher day of the current school year and five (5) business days before the first School-based Inservice day of the next school year, transfers will require only the receiving principal's signature.

B. Between August 2 and April 14, transfers will require both the sending and receiving principals' signatures. Outside of this time frame, the receiving principal shall obtain from the sending principal a willingness to release the teacher prior to interviews or consideration.

9.4 Involuntary transfers of teachers from one school/work site to another will follow the procedures below.

A. When a reduction in the total number of teachers at a school/work site is necessary (i.e. school closings, rezoning, opening of new schools) but a District wide reduction in force (layoff) has not been declared or when a program or programs is/are to be reduced or eliminated at a school/work site.

1. The Superintendent of Schools/designee will determine the area(s) of certification that need to be reduced and the number of teachers in each area that will need to be transferred.
2. The District will publish a list of anticipated job openings and will seek volunteers prior to making any involuntary transfer assignments.
3. Volunteers in the area(s) of reduction shall be transferred first provided there is/will be a school/work site that is entitled to a teacher with the volunteer's certifications and qualifications and the volunteer(s) is/are approved by the receiving facility manager.
4. When there are not enough volunteers, involuntary transfers may be made. An involuntary transfer list shall be made, based on the identified reduction certification area(s) and the performance evaluations of the affected employees, with the lowest rated employee being transferred first. Ratings will be based on the employee's last three performance evaluations. In the event of ties, the decision as to whom will be transferred first shall be a coin toss witnessed by the Association representative.
5. A meeting will be held of all the teachers on the involuntary transfer list. At this meeting the District will give all affected teachers a complete and accurate list of all teaching vacancies available in the district. Affected teachers unable to attend the meeting will have all material presented at the meeting emailed to their address on file with District. Teachers will be asked to pick three (3) vacancies of their preference from the list. School administrators will then make their selection(s) from those interviewed candidates for each position.
6. In the event a teacher does not obtain a position through the above process, the Superintendent will transfer the teacher to a vacant position for which he/she is qualified. However, the transfer candidate shall be allowed to review the vacancy list and indicate preference to the Superintendent. This transfer process (by the Superintendent) will be based on the employee's last three performance evaluations. That is the highest rated employee will be placed first by the Superintendent. The lowest rated employee will be placed last. In the event of ties, the decision as to whom will be transferred first shall be a coin toss witnessed by the Association representative.
7. The District will try to avoid placing any professional service or continuing contract teacher out of field. In the event there are no existing vacancies for which a teacher is qualified (certification issues) the teacher may replace the lowest performance rated teacher in the certification area the Superintendent chooses.
8. Under no circumstances will a teacher be involuntarily transferred for reasons which are capricious, discriminatory, or disciplinary.

9. Transfers will not negatively impact a teacher's salary. If the transfer takes place after the school year starts, supplements in place for that school year will continue until the end of the year, provided the teacher continues to perform duties as outlined.
10. Teachers who are not satisfied with their involuntary placement may request that their names be placed on the voluntary transfer list. Permission of the releasing principal will not be required.

9.5 No open teaching positions will be filled by candidates outside the District until all voluntary and involuntary transfers have been placed.

9.6 The Superintendent of Schools may transfer a teacher for staffing or program needs. These involuntary transfers will follow the procedure below.

A. Qualified volunteers shall be transferred first.

B. Under no circumstances will a teacher be involuntarily transferred reassigned for reasons which are capricious, discriminatory, or disciplinary. Involuntary transfers will be based on instructional staffing and program requirements.

C. The teachers to be transferred will have certification in the applicable areas.

D. Transfers will not negatively impact a teacher's salary. Supplements in place for that school year will continue until the end of the year, provided the teacher continues to perform duties as outlined

E. Teachers who are not satisfied with their placement or assignment, as a result of involuntary transfer, may request that their names be placed on the voluntary transfer list. Permission of the releasing principal is not required.

9.7 A. Unit members returning from leave shall be afforded all rights provided under Article IX.

B. Unit members who are transferred during the work year shall be allowed three (3) days of paid release time for preparation at the time of the transfer.

C. Special talents or expertise needed for the implementation of a new program, but not found on the school district staff, may be sought through retraining of existing staff. Such position(s) will be advertised as any other.

ARTICLE X

Vacancies and Promotions

10.1 All openings for instructional and administrative positions shall be posted on the District website. Notice of these vacancies shall be posted at least five (5) work days prior to the filling of such vacancy. Vacancies which occur during June, July, and August shall be posted for only four (4) work days.

Vacancies that occur within one week of the beginning of school, within one week after the Deputy Superintendent's FTE mini-count, or during the school year due to a resignation or approved transfer, may be filled prior to the job closing if a qualified applicant is available. Agreement between the Superintendent and the ABCE President will be necessary for this to occur.

Vacancies that occur in "Critical Shortage Areas" shall be advertised in accordance with the contract but may be filled prior to the job closing, with an available, certified and qualified applicant. Agreement between the Superintendent and the ABCE President will be necessary for this to occur.

10.2 All openings for supplements listed in Appendix D or other extra-compensated positions will be posted within that school on the ABCE bulletin board and via email to all current staff at that school site where the opening occurs at least five (5) work days prior to filling such vacancy. If no one is chosen from that school, then the vacancy will be advertised county wide for an additional five (5) work days.

10.3 If positions are not properly advertised within the provisions of Article X, the Association may file a grievance at Step 2 of the grievance provision.

10.4 Applicants selected for interviews shall be from the pool of certified and qualified applicants only.

Certified: Hold a valid in-field Florida temporary or professional certificate that matches the certification(s) required for the position being advertised.

Qualified: Anyone using the High Objective Uniform State Standard of Evaluation (HOUSSE) plan to qualify must meet the criteria outlined in School Board policy and match the certification required for the position being advertised. Alternately, state-certified teachers may also be required to "qualify" for positions by holding additional endorsements such as ESOL, Reading, and Gifted.

Exception: Applicants applying for positions that require district-granted CTE certification (non-transferable) need not hold that certification prior to being selected for an interview but must meet the minimum criteria outlined in the district's Process for Granting District CTE Certificates.

ARTICLE XI

Teacher Evaluation

11.1 A. Teachers shall be evaluated in accordance with the Bay District Schools Teacher Assessment Manual.

B. The principal or a designee of the principal of each school shall explain any modifications to the evaluation process to the teachers in his/her school through individual or group conference prior to the start of the student school year. Any new teacher will have the evaluation process explained within 15 calendar days from the start of the teacher school year by the Principal or designee of the Principal. Any teacher hired after the start of the teacher school year will be given an explanation of the evaluation process within fifteen (15) calendar days after hiring. In all instances cited above the evaluation process may be explained to teachers by use of a video presentation.

11.2 A. For the annual observation of all teachers, the principal, assistant principal, administrative assistant or district administrator when applicable shall observe the teacher's performance within the assigned area. All administrators performing observations must have completed an in-service training in utilization of the observation instrument.

Observations may take several forms. A full observation must last at least thirty minutes and shall be scheduled with the teacher at least twenty-four hours in advance. The observation may be divided over two separate days, no more than five days apart, as long as those days' activities are discussed in the pre-conference and post-conference.

A pop-in observation is shorter, lasting ten (10) to fifteen (15) minutes, and is used to gather evidence for no more than three components which were not rated in any earlier full observation. A pop-in observation must be scheduled with the teacher in the following manner: Pop-ins will be scheduled following observation reviews. Notice must be given of the period or subject to be observed within five (5) days' time of the pop-in observation.

Classroom visits are the normal unannounced day-to-day visits that an administrator performs. If during the course of these visits the administrator sees "Highly Effective" or "Effective" evidence, he/she may add it to the teacher's evaluation. If the evidence is judged to be "Needs Improvement" or "Unsatisfactory", the administrator must meet with the teacher prior to adding it to the teacher's evaluation for clarification and to discuss improvement. Evaluation ratings of "Needs Improvement" or "Unsatisfactory" may not be given on the basis of a single classroom visit unless such a rating is based on egregious behavior.

Full observations of Category I and II teachers shall occur a minimum of two times a year. Full observations of all other categories of teachers shall occur at least once a year unless school principal extends alternate evaluation. Unless, in case of absence, illness, or an emergency by teacher or administrator, the evaluator shall meet with the teacher within ten (10) workdays to provide written feedback specific to the components upon which teacher is observed and what consequences may occur if the desired improvements are not achieved.

A teacher who is not satisfied with his/her observation may request and will be granted an additional observation, full or pop-in, conducted by a different administrator if so requested by the teacher. The administrator will be selected by the Human Resources Department. Such requests must be made by the teacher within ten (10) workdays of the earlier referenced observation review meeting with their administrator. Other additional observations, full or pop-in, may occur if the administrator gives the teacher advance notice as outlined earlier in this article. Note that all observations are opportunities to gather evidence of the teacher's performance. If more than one observation of any type is completed, it does not delete or take precedence over the first. Evidence from subsequent observations are combined with those previously gathered to determine the teacher's rating.

B. All teachers shall select goals for their Deliberate Practice (DP) that meet their students' needs in the areas of student performance and classroom strategies. The goals will be developed in collaboration with his or her Professional Learning Community (PLC). Both the teacher and the administrator shall mutually agree to the goals and resulting strategies for assisting students' performance. In the event of a disagreement, administrators have the right to assign goals and strategies for Category I & II teachers. If the administrator perceives a requirement for professional growth or need not addressed in the DP, hat may be addressed through the steps of the Corrective Action Plan of the Bay District Schools' Teacher Assessment Program.

C. In accordance with the Danielson framework and state law, qualifying Category I and II instructors shall have the ability to carry over from the prior complete summative instructional appraisal, any component rating of "effective" or "highly effective" to the current year, as long as The instructional focus of the individual remains within the same academic area at the same school.

This does not negate the requirement for pre- and post-observation conferences, nor the requirement for two observations, but does allow for the instructional employee and administrator to focus on the components where continuous improvement is still needed.

11.3 The teacher's assigned administrator will meet with category I and II teachers prior to December 15 on their Formative Evaluation to discuss and review that portion of the evaluation based on the administrator's observation(s) and the teacher's DP. All teachers shall have the same sections of their Summative Evaluation reviewed with their administrator no later than two weeks before teacher renewal letters are due. The administrator and the teacher shall sign the required forms at these meetings and the teacher shall receive a copy. Such signature by the teacher only acknowledges that he/she has read the report and does not necessarily indicate agreement with its content.

The evaluator may amend an evaluation for any teacher based upon assessment data from the current school year if the data becomes available within 90 days after the close of the school year. The teacher will receive a copy of this amended evaluation within ten (10) work days.

11.4 Any form devised by an evaluator in a school or department for visitation or observations within the classroom will include the dates, times, and places of such observations, the evaluator's assessment of the teacher's strengths and weaknesses and the evaluator's recommendations to the teacher. If the employee feels the formal written evaluation is incomplete, inaccurate, or unjust, the said employee may put objections in writing and have them attached to the evaluation report to be placed in the personnel file. The file copy of such objection shall be signed by both parties to indicate awareness of the content.

11.5 A. If a teacher's final and complete evaluation (including student growth component) indicates that an employee is not performing in a satisfactory manner, the evaluator must give him/her specific notice, in writing, describing the unsatisfactory performance. Following such notice, the evaluator must also confer with the employee, make written recommendations for correction of the deficiencies, and provide assistance to the employee in correcting such deficiencies within a prescribed period of time. The district shall pay the cost of any specific in-service prescribed by the district to correct the deficiency.

The evaluation criteria to be used by the Board must include, as a minimum, those criteria established by Florida Statute(s).

B. If a teacher is placed on a Corrective Action Plan, the steps in Corrective Action shall be progressive and defined as: Verbal Warning/Verbal Reprimand, Letter of Counseling, Notice of Unsatisfactory Performance, Professional Improvement Plan. In cases of serious misconduct or where just cause, as defined by State Statute, is involved, the District is not bound by these progressive discipline steps.

11.6 Employees in the certified bargaining unit shall not be required to evaluate other employees of the unit unless an agreement is established through negotiations for a career ladder program that requires peer evaluation. Teachers may provide input to administrative evaluators regarding the performance of employees outside the Association's bargaining unit.

11.7 Any information that is adversely used in a teacher's evaluation shall be substantiated by the administration. No anonymous input shall be utilized to adversely affect a teacher's evaluation.

11.8 The failure of the district to provide specific services to students as per Individualized Educational Plan, Academic Improvement Plan or 504 Plan in a timely manner, shall not be used to negatively impact a teacher's evaluation.

11.9 The evaluation of a teacher shall not be adversely affected due to the exercise of a teacher's right to remove disruptive students from the classroom except as stipulated by law.

11.10 It is the teacher's responsibility to verify his/her student roster. At the teacher's request, using the roster verification process and tool, a student shall be removed from the teacher's roster for any of the following reasons:

- Student was in teacher's class for less than two (2) weeks.
- Student was absent thirty (30) or more days in a semester.
- Student was on Hospital/Homebound and did not receive instruction in the course standards from the teacher.

At the principal's discretion, upon the teacher's request, a student may be removed for other reasons.

11.11 Teachers shall belong to the Professional Learning Community aligned with their primary teaching assignments. Teachers who have multiple teaching assignments shall be expected to remain in contact with the PLCs that are planning instruction for classes to which they are assigned. The teacher's evaluation, however, will be based upon the teacher's primary PLC membership as designated by the teacher and his/her administrator.

It is the district's intent that standards-based preparation and planning is teacher-drive and that PLCs prepare and plan together as often as the teachers decide they need in order to accomplish the preparation and planning tasks at hand and a minimum of once per week. In the event that benchmark testing, common assessment, or PLC data reveals that student achievement is in question, however, the administrator (as the instructional leader) reserves the right to assist the PLC in the preparation and planning process by temporarily requiring up to one additional preparation and planning session per week (up to four additional per month) during the time that teachers are being paid to prepare and plan. In that event, the PLC may provide student achievement evidence that the additional planning sessions are not needed.

ARTICLE XII

Fair Discipline and Dismissal

12.1 Teachers who are on continuing contract/professional services contract may be dismissed, or returned to annual contract, at the end of the school term for just cause.

12.2 Teachers not employed on continuing contract/ professional services contract will be employed on an annual or probationary contract by the School Board. At the expiration of this annual or probationary contract there will be no guarantee of a position for the coming year. If the position will be available the next year, the teacher may be considered for another year. If he/she is non-renewed he/she shall be notified, in writing, of his/her employment status no later than twenty-five (25) school days prior to the last teacher workday of the school year. If a teacher with a Highly Effective or Effective instructional practice rating is not renewed by the last teacher workday of the school year, he or she may be renewed by any cost center manager on or before the last District workday in June without going through the interview process or considered as having a break in service.

If a teacher with a Highly Effective or Effective instructional practice rating is not renewed by the last teacher workday of the school year, but later is hired for the subsequent school year, he or she shall not be required to repeat any New Teacher Induction Academy requirements in the subsequent school year. If a teacher is terminated prior to the expiration of his/her contract, the District shall provide, at the teacher's request, a written statement of specific reasons for the termination. The above provisions do not apply to newly employed instructional staff who are terminated prior to serving their probationary period as provided in Florida Statutes.

The Superintendent and Board shall have final authority pertaining to recommendations of reappointment of annual contract personnel in accordance with Florida Statutes.

12.3 The Board shall have the right to discipline its employees for just cause.

12.4 In accordance with Florida Statutes, the Board may suspend or terminate a teacher for good and sufficient reasons without pay. In accordance with State Statute a teacher may request a hearing. If charges are not sustained as a result of the hearing, all back pay shall be paid.

ARTICLE XIII

Layoff

13.1 When it becomes necessary for the Board to lay off teachers, the following procedures will be followed:

A. Layoff

1. If layoffs become necessary all TOSA positions shall be eliminated first, excluding any ABCE release positions. Teachers in these positions shall be assigned to classroom teaching positions and be subject to the reduction provisions of 13.1. A.4.

2. The Superintendent shall determine the specific areas of teaching assignments to be eliminated. Once the specific areas of teaching assignments have been determined, reduction shall be made on a county-wide basis and shall be based upon educational program needs and the performance evaluations of employees within the affected program areas. The Association and the District shall meet to outline time lines and specific procedures to be utilized to implement this article.

3. Layoffs will be based upon areas of teaching assignments.

4. Once teaching assignments are determined, reduction shall be made on a county-wide basis as follows:

    a. Probationary contract employees

    b. Employees holding temporary certification

    c. Within the program areas requiring reduction, the employee with the lowest performance evaluations must be the first to be released; the employee with the next lowest performance evaluations must be the second to be released; and reductions shall continue in like manner until the needed number of reductions has occurred. If ties occur, the decision as to who shall be released shall be a coin toss and witnessed by the Association representatives.

B. Recall

1. The Board shall determine the certification areas in which recall will be made and the number of teachers to be recalled.

2. Teachers shall be recalled in reverse order of layoff within certification areas needed.

3. No new teachers shall be hired in a laid off teacher's certification area until all continuing contract teachers from that certification area have been recalled or have declined to accept recall within ten (10) days of notification.

4. Within fifteen (15) days of the receipt of a letter of recall a teacher shall notify the Human Resources Office, in writing, whether he/she will accept re-employment. Failure to respond to the letter of recall within the time required automatically terminates the teacher's right of recall. Each teacher shall notify the Personnel Office, in writing, of an address to which a letter of recall may be sent. Such letter shall be mailed to the teacher at said address by certified mail, return receipt requested. If no such address shall be recorded, the letter shall be mailed to the teacher at the last address recorded in the Human Resources Office.

13.2 Any teacher who would have qualified to commence receiving retirement benefits following the reduction year shall be permitted to teach that year so as to acquire needed service.

13.3 The School Board may grant personal leave without pay to any teacher affected by a reduction.

13.4 Insurance shall be made available at group rates in accordance with law.

ARTICLE XIV

Temporary Duty and Leaves of Absence

14.1 All leaves shall be applied for at least five (5) working days in advance of the date leave is to commence. In cases of emergency or other times when five (5) days' notice is not practical the teacher shall notify a school administrator as soon as possible for approval of the required leave. Leaves may be taken in increments of one-half (1/2) day. Teachers will be required to use the District's designated system to secure substitutes.

14.2 Teachers may be assigned to be temporarily absent from their regular duties and places of employment with pay and substitutes. Such assignments may be initiated by the teacher through the facility manager. A minimum of ten (10) days' notice must be given except in cases of emergency. Teachers shall be granted expenses as prescribed by the School Board Policies.

14.3 Teachers may be temporarily absent from their regular duties and places of employment with pay for the purpose of attending professional conferences. The cost of the substitute will be reimbursed by the teacher or sponsoring organization.

14.4 Paid Leaves:

A. Sick Leave

Sick leave is defined as personal illness or disability of the teacher or illness or death of a member of the immediate family. "Immediate family" shall be defined as a spouse, parent, child, brother, sister, grandparent, parent-in-law, other close relative, or any relative or dependent who resided with the teacher's household.

Each member of the instructional staff employed on a full-time basis shall be entitled to four (4) days of sick leave as of the first day of employment of each contract year and shall thereafter earn one day of sick leave for each month of employment, which shall be credited to the member at the end of the month and which shall not be used prior to the time it is earned and credited to the member; provided, that the member shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment; provided, that such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year, and provided further, there shall be no limit on the number of days of sick leave a member of the instructional staff may accrue.

Summer school employees working full-time shall accumulate sick leave at the already established rate. The number of accrued sick leave days is provided and is available to each individual through the HR Portal program.

B. Personal Leave

Each teacher shall be entitled to six (6) days leave for personal reasons each school year. Such leave shall be charged to the teacher's accrued sick leave and shall not be cumulative. Personal leave may not be taken on the work day preceding or following a holiday or during district designated professional development days except with the approval of the facility manager. Teachers will not be required to give reasons for personal leave.

C. Outside Accumulation

Unused accumulated sick leave acquired by a teacher in another Florida district shall be accepted in Bay County according to the terms of this paragraph as follows: for each day of sick leave earned by said transferring teacher in this school district, said teacher shall be entitled to another day of credit from the verified accumulated sick leave in another Florida school district.

D. Illness-In-Line-of-Duty

Any teacher shall be entitled to illness-in-line-of-duty with full pay when the teacher has to be absent from his/her duties because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in the school work. Applications for and duration of leave shall meet requirements as specified in F.S.231.41. Use of such leave shall result in no reduction of the teacher's accumulated sick leave.

Within five (5) working days upon returning to work, a teacher must request in writing to his/her supervising administrator the number of sick leave days to be reinstated due to illness-in-the-line-of-duty. Upon receipt of the written request the administrator shall deliver to the teacher the appropriate form.

E. Verification of Leave

The employee is responsible for completing a leave request using the online platform. Teachers will complete the forms using the online request district approved process as soon as possible in order to secure a substitute, if needed.

F. Jury Duty
Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter shall be entitled to full salary for such time. This does not apply to plaintiffs.

G. Any full-time instructional employee may donate his or her accrued sick leave to any other full-time employee of the District subject to School Board Policy 3.140.

H. An employee is entitled to 15 hours (2 days) of paid leave for bereavement, which may include making arrangements for or attending the funeral of a legally-recognized parent, spouse, sibling, or child. Two days are available for each loss.

14.5 Unpaid Leaves

A. Professional Leave
A leave of absence for professional improvement in the field of education, without salary, may be authorized for any teacher upon application for one (1) academic year for the purpose of engaging in study at an accredited university; admission and enrollment must be established within thirty (30) days of the commencement of this leave. Applications for such leave shall be forwarded to the Superintendent no later than thirty (30) days prior to the start of the semester in which the leave is to commence for his/her approval. This leave may be extended with School Board approval.

Professional leave without pay may be granted to teachers during the pre and post school work days, provided each teacher shall specify their program of educational study, dates of attendance and name of the institution.

B. Maternal/Paternal/Parental Leave
A maternity/paternity/parental leave of absence without pay shall be granted to a teacher for up to two (2) academic semesters.

1. Upon request, a teacher adopting a child may request parental leave at the time of receiving de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.
2. Child Care: Unpaid leave of one school year or the balance of a school year shall be granted for child care. Leaves of this nature may be taken at any time provided that such leave is substantiated by a physician's recommendation.

C. Overused Sick Leave

1. In the event an employee uses up his/her sick leave, he/she may apply for overused sick leave for the teacher's illness or to care for a member of the teacher's immediate family who is ill. A doctor's statement of the employee's inability to work or family member's incapacity may be required. Holidays shall not be earned while an employee is on overused sick leave. Insurance will be paid in accordance with the Family Medical Leave Law.

2. Upon written request, a teacher shall be granted up to one (1) year of long-term sick leave without pay, provided a doctor's statement be presented documenting the employee's inability to work for such time. Holidays shall not be earned while an employee is on long-term sick leave, and insurance will be paid by the employee during the additional year. The additional year shall be granted only to employees holding continuing contract or professional services contract status.

D. Personal Leave

Teachers may be granted personal leave without pay up to a maximum of ten (10) working days per school year.

E. Enhanced Personal Leave

An Enhanced Personal Leave of Absence will be granted to a teacher on tenure (continuing contract or professional services contract) (Exception: Leave may not be taken to teach at another school in the District.). Such leave of absence may be for one (1) semester or one (1) year at a time. Teachers wishing to apply for an Enhanced Personal Leave for a school year or for the first semester of a school year should do so by March 1.

Requests submitted after March 1 will be considered by the Superintendent on a case-by-case basis. Requests for second semester must be submitted thirty (30) working days prior to the end of the first semester.

Such leave of absence may be for one (1) semester or one (1) year at a time. Approval of a request for a second consecutive year of enhanced leave may be granted on a case-by-case basis by the Superintendent.

14.6 Return from Leave:
A teacher granted unpaid leave pursuant to this article shall have the following reemployment rights:

A. Leave granted pursuant to this article shall not extend beyond the end of the school year in which said leave is granted unless an extension is granted by the Superintendent.

B. The teacher must notify the Human Resources Department not later than March 1, in writing, of his/her intent to return the next school year. Failure to notify the Human Resources Department by March 1 shall result in loss of any and all employment rights the teacher may have had. The Board shall supply a list of teachers on approved leave to the Association on or before February 15. Any unpaid leave applied for after March 1st must include intent as to whether the teacher will return, or not return, to work.

C. The teacher shall be returned to his/her former position if a vacancy exists or to a substantially equivalent position.

14.7 Any teacher who is on unpaid leave pursuant to this article and who desires continuing insurance policies provided by the Board shall be eligible for participating in the program and shall pay the premium for same except as provided under the terms of the Family Medical Leave Act.

14.8 Family Medical Leave
All provisions of this article shall be interpreted so as to comply with the requirements of the Family Medical Leave Act, beginning August 5, 1993, and with such federal regulations that may be issued subsequent to negotiation of this provision. The definitions contained in the Act apply to this article. This leave provision does not operate to limit or reduce leaves provided under other articles of the Master Contract.

A. Eligibility
Teachers employed by the Bay County School Board who have worked for the Board for at least twelve (12) months and have worked at least one thousand two hundred fifty (1,250) hours during the year preceding the start of the leave may be entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period when leave is taken for one or more of the following circumstances:

1. The birth of a son or daughter of a teacher and to care for the child.
2. The placement of a son or daughter with a teacher for adoption or foster care.
3. To care for the spouse, son, daughter or parent of a teacher, if the family member has a serious health condition.
4. The teacher is unable to perform the functions of the position because of the teacher's own serious health condition.

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care at a hospital, hospice or residential medical care facility; or (2) continuing treatment by a health care provider.

In the case of the birth or placement of a child for adoption or foster care, the teacher's entitlement to leave expires at the end of the twelve (12) month period beginning on the date of the birth or placement.

Leave Year: An eligible teacher is entitled to take up to twelve (12) weeks of FMLA leave in any twelve (12) month period to be measured forward from the first date of leave.

B. Intermittent or Reduced Schedule Leave

Intermittent Leave for Planned Medical Treatment: This leave may be taken when the teacher or the spouse, child or parent of the teacher has a serious medical condition and it is foreseeable that the teacher will need short periods of time off. Intermittent leave may be taken in increments of one or more days or partial days, separated by increments of one or more days or partial days at work.

When medically necessary, intermittent or reduced schedule leave can be taken in cases of a serious health condition, either a teacher's own or that of a family member. Intermittent or reduced leave schedule is not available for the birth or placement of a son or daughter.

Teachers seeking intermittent or reduced schedule leave based on planned medical treatment are required to produce medical certification outlining the dates and which treatment is expected and the duration of the treatment. Teachers are expected to make a reasonable effort, subject to the health care provider's approval, to schedule treatment so as to not unduly disrupt the Board's operations. Teachers are also required to give the Board through the Human Resources Department, thirty (30) days' notice or as much notice as is practicable of their intentions.

In the event a teacher requests intermittent or reduced schedule leave due to a family member's or the employee's own serious health condition, the teacher may be transferred by the Board to a temporary alternative job for which the teacher is qualified and which better accommodates the Board's needs and that of the teacher. The Board reserves the right to request a second opinion regarding the need for/frequency of this leave, at the Board's expense, when a teacher requests leave under this article.

C. Notice

A minimum of thirty (30) days advance notice of a teacher's intent to take leave is required when it is foreseeable because of:

1. The expected birth of a baby.
2. The expected placement of a child for adoption or foster care.
3. Planned medical treatment for a son, daughter, spouse or parent with a serious health condition.
4. Planned medical treatment in case of the teacher's own serious health condition.

If leave has to begin in less than thirty (30) days as a result of one of the above referenced circumstances, the teacher still must provide the Board, through its Human Resources Department, with advance notice as is practicable.

D. Certification

When leave is requested based on a family member's or teacher's own serious health condition, the teacher must provide, in writing, a medical certification of the condition and the need for leave from the teacher's health care provider within ten (10) days of the written request for leave. The certification must contain:

1. The date the serious health condition began.
2. The probable duration of the condition.
3. The appropriate medical facts regarding the condition which are within the knowledge of the health care provider.
4. Where leave is based on care of a spouse, child or parent, a statement that the teacher is needed to provide the care and an estimate of the amount of time that the need will continue.
5. Where leave is based on the teacher's own serious health condition, a statement that the teacher is unable to perform the functions of his/her job.

6. Where intermittent or reduced leave is sought for planned medical treatment, a declaration from the health care provider stating that this kind of leave is medically necessary, the dates that the treatment is expected to be given and the duration of the treatment.

The certification will be treated as a confidential medical record.

E. Recertification

A teacher who has taken leave because of a serious health condition or that of a family member is required by the Board to obtain subsequent written recertification of the medical condition every five (5) weeks during the duration of the condition. The Board also requires a teacher, or his/her representative, on leave under this provision to report periodically, in writing, at least every month on his/her status and the intention of the teacher to return to work.

F. Restored Employment

Eligible teachers who comply with all of the family and medical leave provisions and who return from family and medical leave have the right to return to the job position that they held when they went on leave, or they may be placed, at the discretion of the Board, in an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. (While on leave, eligible teachers will retain all accrued benefits.) Restored teachers returning from family and medical leave, are not entitled to accrue seniority or employment benefits during any period of leave. Restored teachers are not entitled to any right, benefit or position of employment other than any to which they would have been entitled had they not taken leave.

As a condition to restoring a teacher whose leave was based on the teacher's own serious health condition, each returning employee is required to provide, in writing, to the Human Resources Department a certification from the teacher's health provider stating that the teacher is able to resume work.

G. Maintenance of Benefits

The Board will maintain group health plan coverage for teachers on family and medical leave for the duration of the eligible teacher's leave. Coverage will be provided on the same level and under the same conditions that coverage would have been provided if no leave had been taken.

In the event a teacher fails to return to work after the period of leave expires, the Board may recover any such premiums the Board paid for coverage during the leave period. Such recovery can be taken from any benefits or wages owed by the Board to the teacher.

In the event, however, that the teacher fails to return to work because of the continuation, recurrence, or onset of a serious health condition of a family member or the teacher's own serious health condition that would otherwise entitle the teacher to take leave, or due to other circumstances beyond the control of the teacher, the Board will not attempt to recover such premium. In this circumstance, the teacher is required to provide in writing to the Human Resources Department, a certification from the teacher's health care provider to that effect.

14.9 Any combination of leaves shall not result in an employee being off more than three (3) consecutive years.

ARTICLE XV

Calendar

15.1 The regular teacher work year will be 196 days, including six (6) paid holidays. The Board may offer extended employment contracts (i.e., Department of Juvenile Justice) if the position is advertised as such before being filled.

15.2 On early dismissal days for students and teachers, teachers will be dismissed ten (10) minutes after student dismissal.

15.3 Each teacher will be provided access to an electronic copy of the calendar each year during preschool.

15.4 ABCE will appoint one-fourth (1/4) of the Calendar Committee members.

ARTICLE XVI

Professional Compensation

16.1 The basic salaries of teachers covered by this agreement shall be set forth in Appendix "D" of this Agreement.

The salary schedules in use July 1, 2014 shall determine the base salary for all instructional personnel. Per Florida law, instructional personnel employed by the District on July 1, 2014 shall be placed on the appropriate salary schedule at the level they occupy as of that date.

Instructional personnel hired after July 1, 2014 will be placed on the Performance Salary Schedule. Instructional personnel on the Grandfathered Salary Schedule may move to the Performance Salary Schedule following the requirements of Florida law.

16.2 Credit on the appropriate salary schedule shall be given a teacher for each year of honorable military service up to a maximum of three (3) years.

16.3 Prior experience shall be granted for placement on the Performance Pay Schedule as follows:

Teachers moving into the District may receive up to 25 years credit on the Performance Pay Schedule on Appendix D for each year of full-time public school teaching service earned in the state of Florida or outside the state and for which the employee received a satisfactory performance evaluation. In addition to public school experience teachers will be granted full credit for years taught in an accredited non-public school provided the employee received a satisfactory performance evaluation. (The Bay District School Board will determine the recognition of accredited agencies for private schools.)

Teachers certified in fields identified by Bay District Schools as critical shortage areas may be paid a one-time new hire bonus of $5,000 provided they complete a school year (as defined by Florida Retirement System rules), teach in the critical shortage area, and obtain an Effective or higher rating on his/her Instructional Practice and Deliberate Practice.

Teachers hired later in the year (after the date required to complete a full school year as defined by the Florida Retirement System rules) may qualify for this bonus if:

1. The teacher’s contract is renewed for another consecutive year. He/she teaches the second full year in the same critical shortage area.

2. He/she obtains an effective or higher rating on his/her Instructional Practice and Deliberate Practice.

Bonuses to these teachers will be paid at the conclusion of the second year if all qualifying criteria are met and the teacher submits an application.

Teachers may receive this bonus only one time in any single certification in their teaching career with Bay District Schools.

Instructional Personnel who have retired and are newly hired and any instructional personnel in their 6th, 7th, or 8th year of DROP shall not receive credit on either salary schedule for any years of experience that have been used by the employee to qualify for retirement, whether in Florida or outside the State.

16.4 Adjustments in salary reflecting a change in degree level will be made according to State Statute. Adjustments to higher salary levels will be made upon submission of an official college transcript reflecting a degree level change. The adjustment shall be included in the paycheck in the month following submission of the appropriate college transcript to the Human Resources Department and shall be retroactive to the date of the conferring of the higher degree providing the retroactivity does not go past the beginning of the current fiscal year.

16.5 Extra pay for extra duty positions shall be those as set forth in Appendix D of this Agreement.

16.6 Use of Private Vehicles:

A. Teachers who may be required to use their own automobiles in the performance of their duties, and teachers who are assigned to more than one (1) school per day, shall be reimbursed for all driving done between arrival at the first location at the beginning of their workday and departure from the last location at the end of their workday. The rate per mile shall be the same as provided by Florida Statutes for Public Employees.

B. Teachers who may be required, in the performance of their duties, to travel out of Bay County shall be reimbursed for the use of their private automobile up to a maximum as provided by Florida Statutes for Public Employees, provided other county transportation is not available or rental automobiles are not required. All other expenses (meals, travel, lodging, etc.) will be reimbursed in accordance with the provisions of Florida Statutes for Public Employees. Such reimbursement shall be received by the teacher within thirty (30) days of submitting a complete and accurate request.

16.7 Teachers who have required assignments beyond the normal school workday, except those listed in Article V, Section 8, shall be paid his/her hourly rate based on his/her position on the salary schedule. This shall not apply to positions which are listed in Appendix D – Instructional Extra Pay for Extra Duty Schedule.

16.8 Terminal Pay

A teacher of the Bay District Schools will be paid terminal pay for accumulated sick leave at retirement, in accordance with Deferred Retirement Option Program (DROP) or to his/her beneficiary if terminated by death.

In order to receive benefits under this section the employee must retire and be eligible to receive full or reduced benefits under the retirement criteria of the Florida Division of Retirement of the Department of Administration. The calculation of terminal pay shall not be based on any accumulated sick leave credits in excess of that earned as an employee of Bay District Schools. In calculating terminal pay, transferred sick leave hours will be considered used first.

Any person entitled to terminal pay benefits shall have been under contract to render services for the pay period immediately preceding retirement or death and shall not be under suspension from duty except for reasons pertaining to health, or have any charges pending which could result in dismissal from employment.

All payments of terminal pay for accumulated sick leave shall be computed by using the daily rate of pay of the employee at the time of retirement, multiplied by the total number of eligible accumulated sick leave days.

Terminal pay shall not exceed an amount determined as follows:

During the first three (3) years of service in the Bay District Schools, the applicable daily rate of pay multiplied by thirty-five percent (35%) times the number of days of accumulated sick leave.

During the next three (3) years of service in the Bay District Schools, the applicable daily rate of pay multiplied by forty percent (40%) times the number of days of accumulated sick leave.

During the next three (3) years of service in the Bay District Schools, the applicable daily rate of pay multiplied by forty-five percent (45%) times the number of days of accumulated sick leave.

During the next three (3) years of service in the Bay District Schools, the applicable daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave.

During and after the thirteenth (13th) year in the Bay County School System, the applicable daily rate of pay multiplied by one hundred percent (100%) of up to one hundred (100) days of accumulated sick leave. Accumulated sick leave days beyond one hundred (100) will be multiplied by fifty percent (50%) of the teacher's applicable daily rate of pay.

16.9 A. Salaries of teachers employed part-time (less than seven and one-half [7 1/2] hours per day) during the regular school year and teachers employed on additional contracts shall be paid at the hourly rate in accordance with their position on the salary schedule in Appendix D.

B. Salaries of teachers employed full-time (at least 7 ½ hours per day) in summer school programs shall be paid at their annual salary rate (ten [10] month base salary).

C. Salaries of teachers employed in curriculum development projects that involve developing, and/or revising curriculum programs or district/school reports and produce a product at the end of the project will be paid at the rate established for curriculum development projects in Appendix D. Projects must be approved by the program administrator prior to the initial meeting. Salaries of teachers employed in special training/staff development projects that have funds expressly for the compensation of participants will be paid the daily rate established in Appendix D.

D. Instructional personnel hired after July 1, 2014 must work 30 hours or more a week in order to be entitled to benefits available to full-time employees.

16.10 Teachers shall receive pay in this manner:

A. Teachers currently being paid with 20 checks may continue to be paid in 20 installments. All new teachers will receive pay in twenty-four (24) semi-monthly installments.

Direct deposit is required for all teachers.

B. Deductions for employee contributions for Group Health, Life, Dental and Vision Insurance coverage will be deducted from each check in equal amounts. Changes in the employee contributions will require a change in the amount of employee Group, Health, Life, Dental and Vision Insurance deduction.

16.11 The Board agrees to implement State Statute regarding bonuses for AP, AICE and IB teachers. All eligible teachers shall receive their bonuses within two pay periods of the scores becoming available to the District and verified by the State. Teachers serving as coordinators for these advanced programs may earn a bonus based upon the number of students earning a recognized diploma endorsed by these programs.

16.12 The Board will offer a retirement incentive for teachers that have at least 25 years of combined service from our District plus years brought in from other Districts for the purpose of pay, if the following conditions are met:

A. The employee has worked for Bay District Schools for a minimum of ten (10) years.

B. The teacher is eligible to retire under the State Retirement System and has never entered in the Deferred Retirement Option Plan (DROP), nor previously retired from the Florida Retirement System
OR
C. If the teacher is in the DROP he/she must have been in DROP for no more than 48 months.

If the above conditions are met the Board will pay the teacher a bonus equivalent to 30% of their base salary (supplement not included). However, for those teachers meeting the conditions who have been in DROP more than 36 months, the bonus will be 20% of their base salary (supplement not included). Retirement benefits would not apply to this payment and no payment will be made prior to July 1 of the fiscal year after the teacher retires.

The teacher must submit their retirement form to the Human Resources Department no later than May 1.

This article will sunset following the 2023-2024 school year.

16.13 For CAPE Digital Tool Certifications earned in the 2017-2018 school year, the school district shall distribute to each classroom teacher who provided direct instruction toward the attainment of a CAPE Digital Tool Certification a bonus in the amount of $10 for each student taught by a teacher who provided instruction in a course that led to the attainment of a CAPE Digital Tool Certification on the CAPE Industry Certification Funding List with a weight of .025.

Bonuses awarded pursuant to this paragraph shall be provided to teachers who are employed by the district in the year in which the additional FTE membership calculation is included in the calculation. Any bonus awarded to a teacher under this paragraph may not exceed $1,500 in the given school year and is in addition to any regular wage or other bonus the teacher received or is scheduled to receive.

Should the state eliminate the funding available for CAPE Digital Tool certificates as outlined in Florida Statute this bonus provision will be voided.

16.14 No full-time teacher's salary shall be below the lowest salary on the placement schedule. If any adjustment of the placement schedule results in a teacher's salary being below the minimum value, that teacher's salary shall be increased to the 0 Pay Grade.

16.15 To assist in recruiting qualified candidates from other areas, Bay District Schools will offer a reimbursement incentive for moving and housing expenses. Newly hired teachers must meet the following guidelines for the incentive:

A. The new hire must live outside of a fifty-mile radius of Bay County and relocate to Bay County within sixty days of accepting a position with Bay District Schools.

B. The Request for Reimbursement Form must be completed and submitted to the Human Resources Department within the first thirty (30) days of employment.

C. The new hire may be reimbursed for up to $2,000.00 for moving expenses and down payment for housing.

D. The candidate must work for Bay District Schools for remainder of the school year after being hired or he/she will be required to repay the entire amount to the District.

ARTICLE XVII

Insurance/Benefits

17.1 The Board shall provide basic comprehensive, hospital, medical, obstetrical, major medical, group life insurance protection for a twelve (12) month period. The Board shall pay a maximum of seven thousand, eight hundred, thirty-three dollars ($7,833.00) for such coverage. (Group health $7,731.00, Group Life $102.00) In the event the Board offers an insurance plan option that costs less than the amounts referenced above, the Board will pay only the actual cost associated with that plan's design. If the employee selects a plan option whose design includes a Health Savings Account (HSA), the Board will contribute the difference between the Board's group health contribution and the cost of the employee only HSA plan to the employee's HSA.

Plans for additional coverage will be made available to the teacher at his/her expense.

17.2 The Board shall make available through payroll deduction, tax deferred annuity programs to all teachers in the district. Such programs shall be selected by the teacher choosing to participate.

17.3 The Board shall provide the Association with a payroll deduction slot for offering benefits and other programs to teachers.

The only obligation for the Board is the payroll deduction as designated by the employee through Public Employee Service Company (PESCO). The form used by PESCO must be approved by the Bay District's Business Office.

17.4 A FICA Alternative Plan for terminal pay will be provided to teachers.

17.5 A schedule outlining insurance premium deductions for the next instructional year, shall be developed and disseminated by payroll to currently employed teachers in the first week of May.

If a newly hired teacher elects insurance coverage through the District and election of such coverage requires more than $300.00 of catch-up (beyond the normally deducted amount) insurance premium deductions in a single paycheck, then the District will prorate the catch-up premium amount due over three (3) paychecks. If fewer than three (3) pay periods remain then the amount will be prorated over the remaining number of paychecks to be received.

If the teacher leaves employment of Bay District Schools for any reason prior to the time the needed insurance payments have been collected then their last paycheck will be deducted for the full amount owed.

If the final paycheck is not sufficient to cover the amount owed, then the individual will be responsible for the additional amount from their personal funds.

ARTICLE XVIII

Miscellaneous

18.1 This Agreement between the Board and the teachers, represented by the Association, may be changed, added to, deleted from, or modified only through negotiated, written and signed amendments to this Agreement. All Memorandums of Understanding adopted during a contract year will automatically become areas of mutual agreement to be negotiated for inclusion in the Master Contract at the annual reopening of the contract.

18.2 If any provisions of this Agreement or any application of this Agreement to any employee is held to be contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

18.3 Any individual contract between the Board and an individual teacher shall be made expressly subject to the terms of this Agreement.

18.4 The provisions of this Agreement shall become part of the established policies of the Board. Board policies which affect wages, hours, terms and conditions of employment shall not be inconsistent with this Agreement.

18.5 The Board agrees to comply with Title VII of the Civil Rights Act of 1964 with regard to equal employment opportunity for all professional employees.

18.6 The current School Board policies will be placed on the District web site.

18.7 The Board agrees that it will not, during the period of agreement, officially adopt nor implement any term or condition of employment which conflicts with the provisions of this Agreement or Florida Statutes.

18.8 Teachers shall not be required to attend meetings for which the purpose of said meeting is solicitation.

18.9 If a teacher, at the Principal's written request, takes a subject area certification test in an area deemed critical to the school's success by the Principal, the District will reimburse the teacher for the cost of the test, one time only. The Certification Reimbursement Procedure must be completed before reimbursement payment is made. See Appendix C.

18.10 Bay BASE will offer special childcare services to teachers one time per month to allow them to attend faculty or school improvement meetings. The fee shall be $5.00 per family and the time shall not exceed 2 hours. Registration forms must be completed in advance in order for the children to attend; however, the registration fee will be waived. Proof of health insurance is a requirement for all Bay BASE student's acceptance. Acceptance is conditional upon space being available.

Should teachers need services greater than one time per month, the normal charge will apply but the registration fee will be waived. Acceptance is conditional upon space being available.

18.11 The Board will pay in the 2018-2019, 2019-2020, 2020-2021, 2021-2022, and 2022-2023 school years for the fingerprint renewals for employees paid on the instructional salary schedule.

18.12 Due to a severe shortage of substitute teachers a pilot program to compensate teachers for "covering" other teachers' classes during their planning period will be implemented. The District will pay a teacher an additional $15 per hour for covering another teacher's class only when the following criteria is met:

- Teacher can only cover another teacher's class during their own planning period
- Teacher must take the entire class of absent teacher
- Absent teacher must be on leave (normal leave requirements apply)
- Program is for unplanned absences or when substitutes cancel
- Participation is on a voluntary basis, coordinated by school administration, and submitted on District forms
- Program is to be used as a last resort (District's online leave/substitute system should be first choice)

18.13 For the 2022 – 2023 School Year:

The District will commit a maximum of $200,000 this school year for elementary classroom teacher emergency coverage funds. A committee comprised of three union representatives and three district representatives will meet within 14 days of ratification to develop a disbursement plan. Funds will not be paid retroactively but will be applied to approved instructional vacancies, not TDY days, created after the date of contract ratification.

ARTICLE XIX

Performance and Academic Freedom

19.1 The personal life of an employee is not an appropriate concern or attention of the Board except as it may directly affect the employee's performance of properly assigned functions.

19.2 Employees shall be entitled to full rights of citizenship.

19.3 Within the limitations of the State adopted standards, teachers shall have freedom to exercise professional judgment in planning learning experiences for their students. Each teacher shall conduct his/her classroom in a manner consistent with the Code of Ethics of the Education Profession in Florida. Materials selected to support learning activities shall be chosen based on their contribution to students' attainment of the objectives established for each course by the State adopted standards.

19.4 The facility manager shall have the final authority in all disputes relative to the types of learning experiences and materials used to support learning activities within each facility.

ARTICLE XX

Haney Technical Center

20.1 Because of the unique requirements for Adult Education and vocational programs/courses, it is agreed that the Haney administration and program instructors shall develop a specific calendar for each program/course to include a beginning date for pre-school planning, holidays and ending time.

20.2 The Haney workday for individual teachers shall not exceed the total hours specified for elementary/secondary teachers. Student contact minutes will not exceed 305 minutes per day.

20.3 Each full-time teacher shall have one preparation/conference period per day of not less than fifty-five (55) minutes. All full-time teachers will be provided no less than a thirty (30) minute lunch period.

20.4 A. Teacher contracts, for courses which extend beyond the normal school day for students in a regular elementary or secondary school, may be issued by the Board in accordance with Article 16.9

B. Teachers may be employed on part-time conditional annual contracts by the School Board. Such contracts will be issued for a specific period of time and may be terminated based on the teacher's lack of certification, student enrollments which fail to meet the guidelines specified in the employment, or for just cause as provided in Section 231.36 (1)(a), Florida Statues. Teachers employed as part time adult and post-secondary technical positions may be recommended for the same courses for the coming year on an annual contract basis. Any new part-time positions or vacated part-time positions must be advertised and hired in accordance with Article X.

20.5 Each part-time contracted teacher of three (3) hours or more shall have a preparation/conference period of not less than thirty (30) minutes per day.

20.6 When summer employment for adult education and adult vocational programs continue beyond the regular school year, the current program/course instructor(s) shall have the option of continuing as instructor(s) for the summer term. Should the current instructor(s) not choose to teach the summer term, the procedures for summer employment specified in Article XXVIII will follow.

20.7 As a service to the community, Not-for-Credit Fee-Based classes (e.g. cake decorating) may be offered at Haney Technical Center. All Bay District School instructional personnel who act as instructors for these courses will receive 60% of the fees collected from the course participants. All required employee deductions as well as the required Board contributions will be deducted from the employee's 60%. The other 40% of the collected fees will go to Haney Technical Center where the course is held. The individual cost of the course and minimum number of participants needed for the course to make will be mutually determined by the Haney Director and the course instructor.

20.8 Haney Technical Center is recognized as a unique professional learning community, and as such teachers at Haney Technical Center shall participate in a site-based PLC and DP.

ARTICLE XXI

District Resource Teachers

21.1 District Resource Teachers shall be provided with no less than a thirty (30) minute lunch period.

21.2 All District Resource Teachers shall have at least two fifteen (15) minute relief times during the workdays. The fifteen (15) minute relief time may be combined with the designated lunch period if approved by the immediate supervisor.

21.3 District Resource Teachers will perform the duties and responsibilities required to meet the board adopted job description for the position. Resource Teachers may be required to work an additional 2.5 hours per week as requested by their supervisor.

21.4 District Resource Teachers may be granted contracts for work consistent with their job description beyond the normal school day or school year and shall be paid at the hourly rate in accordance with their position on the salary schedule in Appendix D.

ARTICLE XXII

Political Activity

22.1 All teachers shall have the liberty of political action when not engaged actively in their employment provided such action is within the laws of the United States of America and the State of Florida.

22.2 The right of all teachers to work and to vote for the party and candidates of their choice shall never be questioned, abridged or denied when not actively engaged in their employment.

22.3 All teachers shall be free from political domination or coercion.

22.4 Political materials may be used for instruction provided the materials selected shall be based on their contribution to the students' attainment of the objectives established for each course in the established curriculum guides and county comprehensive educational plan. Teachers shall not use school privileges for private and political gain or to promote political candidates for partisan political activities.

ARTICLE XXIII

Management Rights

The Association recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school district and its employees to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set the standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons.

ARTICLE XXIV

Drug Free Workplace

24.1 The Bay County School Board's policy is to provide a drug free workplace in which employees are free from use of illegal drugs and abuse of alcohol. Any employee determined to be in violation of this policy is subject to disciplinary action as outlined below.

A. In the event the supervisor believes a violation exists, he/she:
(1) Shall counsel privately with the employee regarding the situation.
(2) Shall obtain the opinion of a second supervisor.
(3) If supervisor(s) concur, the employee may be removed from work that day and

(a) be sent home,
(b) be counseled to a medical facility,
(c) be counseled to a rehabilitation facility, or
(d) be counseled to an Employee Assistance Program, if available.

(4) In such events, the employer will provide safe transportation. In the event that such behavior reoccurs, progressive discipline will be used, unless a severe circumstance is involved.

B. The Bay County School Board will maintain federal and state constitutional rights of all employees. Supervisors with reasonable suspicion to believe that an employee is using an illegal drug and/or using alcohol may require a drug and/or an alcohol screening test.

C. Convictions
Any employee convicted for a violation occurring in the workplace must notify the District School Superintendent of any criminal drug statute conviction in the workplace no later than five (5) days after the conviction. The appropriate federal agency will be notified within ten (10) days after receiving notice from the employee or otherwise of receiving actual notice of such conviction. The District will take one of the following actions within thirty (30) days of such conviction.

(1) Take appropriate personnel action against an employee, up to, and including termination.

(2) Require such employee at the employee's expense, to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by federal, state or local health, law enforcement or other appropriate agency.

ARTICLE XXV

Safety and Health

25.1 The Board will continue to make every reasonable effort to provide and maintain safe work conditions. The Association will cooperate in these efforts and encourage teachers to work in a safe manner.

25.2 The Board agrees to notify the Association of any "lost time" accident(s) that involves teachers through the Association's District Workplace Safety Committee representatives. Notification will include information about the location, non-confidential circumstances, and nature of the injury sustained by teacher(s). The Board will make a recommendation for corrective measures to prevent a recurrence of the same accident and the means to prevent another teacher from experiencing the same accident in the future.

25.3 Any teacher assigned to a job that he/she has reasonable basis to believe will be dangerous to life, limb, or health will immediately report the circumstances to his/her immediate supervisor, if readily available, or any other supervisor in the vicinity who upon such notice, shall immediately check out the situation before requiring the teacher to carry out the work assignment.

25.4 The Board agrees that all district vehicles that transport teachers shall be maintained in a safe operating condition. Such vehicles shall be equipped with passenger-type seats and necessary safety equipment.

25.5 At least one Association Representative will serve on any safety committees operating at the facility level.

25.6 The Association agrees to encourage all teachers to report all accidents immediately, as required by existing regulations.

25.7 A copy of the annual safety report will be made available to the Association along with any reports completed by another governmental agency as a result of an investigation if those reports are made available to the Board.

25.8 The Board will make available to the Association any inspection report by governmental agencies regarding safety and health.

25.9 Teachers who are temporarily unable to perform their regular assigned duties because of illness or injury, but who are capable of returning to or remaining in a light duty status, may be detailed to work assignments compatible with their physical condition.

25.10 The installation of district-authorized safety-related apps/software programs on the teacher's personal device(s) shall be on a voluntary basis only. Teachers who volunteer to install these district-authorized safety-related apps/software programs shall not be disciplined for accidental activation.

25.11 Guardian Program

1. The term "Guardian Program" as used in this contract shall refer to the volunteers and program referenced in Florida Statute 30.15 and 1006.12.

    A. Per statute, all volunteers shall pass a psychological screening and "submit the results to the sheriff's office."
    B. Per statute, the sheriff "shall issue a school guardian certificate to individuals who meet the requirements of this section to the satisfaction of the sheriff."
    C. All volunteer guardians (trained, vetted and approved by the sheriff) shall be considered to be operating under the auspices of the guardian program in the event that they engage as guardians. All documentation related to training, certification, inspection and qualification records shall be maintained by the sheriff.

ARTICLE XXVI

Summer Employment

26.1 In selecting teaching staffs for summer programs, employment shall be offered to teachers who are certified and "Highly Qualified" in the subject area(s).

26.2 When professional qualifications are substantially equal among applicants for summer school positions, performance evaluation ratings will prevail. When performance evaluation ratings are equal a coin toss will prevail.

26.3 The parties agree to the following provisions in order to implement the state-mandated Voluntary Pre-K (VPK) program. Accordingly, the parties agree to the following:

1. Employees may apply to the program for consideration for employment using forms prescribed by the district. Applicants should understand that some children enrolling for this program may be ESE students and others may not be fully toilet trained. The program will require instructional staff members to accommodate these student needs without additional staff support. Principals of the designated centers will be responsible for hiring their instructional staff from qualified applicants.

2. Employees selected to work during the summer VPK program will be employed consistent with program requirements.

3. Teachers shall be paid their regular hourly rate for hours worked in the program. Teachers fall under an exempt classification on the Federal Labor Standards Act and therefore are not paid overtime for hours worked over 40 a week.

4. It is expressly understood that the unique funding process for the voluntary Pre-K program is regulated by the State of Florida and is payable based on actual daily student attendance. This process may require the reduction of teacher units if enrollment falls below the prescribed staffing model limits in a given center. Therefore, teachers shall be employed on an hourly basis, as needed to accommodate student enrollment during this period. Teacher reduction will follow 9.4 as in contract.

26.4 Teachers employed in summer school programs shall be paid for forty-five (45) minutes per day for planning and record keeping.

ARTICLE XXVII

Associate Teacher

The intent of the Associate Teacher position is to help comply with Florida's class size amendment. Associate Teachers will be hired in selected situations where the number of students enrolled in a course cannot be divided among full teaching units without having a remainder number of students that is not a sufficient number for another full class.

An Associate Teacher is a full-time employee and will be paid a salary of $26,000 a year plus benefits. This position will have all the rights and protection as in the Collective Bargaining Agreement and in Florida Statutes.

The Associate Teacher will work under the direction of one or more Lead Classroom Teachers. The Associate Teacher will be assigned students of record; however, the duties will be limited to assisting the Lead Classroom Teacher in his/her responsibilities. The Associate Teacher may be required to grade papers, lead instruction, and participate in parent conferences, etc. The Associate Teacher works under the same contract as all regular teachers. Classes assigned both an Associate Teacher and a Lead Teacher will not exceed the following limits:

Grades 6-12-	40 students
Grades 4-5 -	35 students
Grades K-3 -	28 students

An Associate Teacher must be certified in the area of assignment. The Associate Teacher may work with a different teacher each instructional period. If assigned to multiple teachers, the Associate Teacher's planning time will be pro-rated among the teachers according to the number of teaching periods assigned to each teacher. An Associate Teacher is not required to work (including at home assessing, grading, and planning) beyond the 7.5 hour work-day with the exception of the four (4) PTA/PTO, Open House, and graduation activities specified in Article 5.8 of the contract.

An Associate Teacher who receives an Effective or Highly Effective Evaluation for the school year and who is employed as a regular classroom teacher in a subsequent school year will earn teaching experience on the salary schedule in the same manner as a regular teacher does and qualify for 50% of any negotiated increase for their applicable category.

Clarification Statements:
Associate Teacher:

1. Will have planning time, a duty-free lunch and other rights associated with the contract.
2. Will be provided a substitute when absent.
3. Will be expected to participate in all aspects of classroom activities.
4. Will assist in preparation of lesson plans as requested by the Lead Teacher.
5. Will not be expected to work beyond the 7.5 hour workday except for the meetings specified in Article 5.8 of the contract (maximum of 4).
6. Will not be evaluated by the Lead Classroom Teacher.
7. Will be provided with a 1 day training within the first thirty (30) days of beginning work. Will be paid his/her hourly rate unless the training takes place on contractual in-service days.

Lead Teacher:

1. Will be provided with a 1 day training within the first thirty (30) days of beginning work. Will be paid his/her hourly rate unless the training takes place on contractual in-service days.
2. Will have final approval of all lesson plans, including those written by the Associate Teacher.
3. Will provide guidance and leadership to the Associate Teacher in all areas of classroom management, curriculum, assessment, and communication.

ARTICLE XXVIII
Terms of Agreement

This Agreement, signed by the parties on **December 20, 2022**, shall have a duration extending from **July 1, 2022** through **June 30, 2025**. This contract will be reopened annually to renegotiate salaries, benefits and supplemental pay. The parties may also negotiate any area mutually agreed upon by both parties.

ASSOCIATION OF BAY COUNTY EDUCATORS

President

Executive Director

Chief Negotiator

BAY DISTRICT SCHOOL BOARD

Chairman

Superintendent

Chief Negotiator

MASTER CONTRACT ABCE/BAY COUNTY SCHOOL BOARD

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APPENDIX A

UNION REPRESENTATION

Teachers represented by the Association of Bay County Educators have the right to Union representation during any examination, interview or meeting with Board representative if the teacher reasonably believes that the meeting may result in disciplinary action. If a teacher desires Union representation for any examination, interview or meeting that they believe may result in disciplinary action, they may request union representation. Teachers then must inform the administrator or other Board representative conducting the meeting that they desire representation before the meeting begins so that the meeting can be delayed or reschedule until Association Representation can be present.

APPENDIX B

OFFICIAL GRIEVANCE FORM
(Available on-line)

NAME_____

SCHOOL_____ ASSIGNMENT_____

HOME ADDRESS_____HOME PHONE_____

STEP ONE

A. Date cause of grievance occurred_____

B. Relates to Article(s) _____of contract.

C. Statement of grievance: _____

_____

_____

_____

D. Relief Sought: _____

_____

_____

_____

Signature Date

One (1) copy to the Association

The Association's copy should be forwarded immediately (same day grievance is received) before Step I disposition.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

STEP I / II DISPOSITION

Disposition by Immediate Supervisor_____

_____

_____

One (1) copy to Superintendent

One (1) copy to Grievant

One (1) copy to Immed. Supervisor_____

One (1) copy to Association Signature Date

APPENDIX C

PROCEDURE FOR REIMBURSEMENT OF SUBJECT AREA CERTIFICATION TEST

18.9 If a teacher, at the Principal's written request, takes a subject area certification test in an area deemed critical to the school's success by the Principal, the District will reimburse the teacher for the cost of the test, one time only. The Certification Reimbursement Procedure must be completed before reimbursement payment is made.

First, the principal contacts the Superintendent's Designee by memorandum to obtain permission to ask a teacher to take the subject area certification test needed for the school.

To obtain reimbursement, the following documentation must be ~~attached~~ submitted to the Deputy Superintendent for signature:

- A printed copy of the employee's online leave request for the day of the test, approved by the principal, if applicable. List SUBJECT AREA CERTIFICATION REIMBURSEMENT and the budget strip: (110.5100.730.9100.2055) in the Notes to Administrator section.

  If a leave request is not applicable, the following information should be included in a memo from the principal to the Superintendent's Designee: SUBJECT AREA CERTIFICATION REIMBURSEMENT and the budget strip: (110.5100.730.9100.2055)

- A copy of the email asking the teacher to take the test (be sure to list the subject area)

- A copy of the email from the Superintendent's designee approving the request.

- A receipt from the teacher showing the cost of the test

- A copy of the test results

- A memo from the principal to the Superintendent's Designee requesting reimbursement

APPENDIX D

Grandfathered Instructional Pay Schedule

Placement Schedule 1

Board Approved
11/12/2013

BA

PG	$ Amount
00	34,480
01	34,480
02	34,730
03	34,980
04	35,480
05	35,980
06	36,480
07	36,980
08	37,480
09	38,230
10	38,980
11	39,730
12	40,480
13	41,230
14	41,980
15	42,980
16	43,980
17	44,980
18	45,980
19	46,980
20	48,080
21	49,180
22	50,280
23	51,380
24	52,480
25	53,980
26	55,480
27	56,980
28	57,180
29	57,380
30	57,580
31	58,180

Master's degree will earn an additional $2,500 per year
Specialist degree will earn an additional $5,100 per year
Doctorate degree will earn an additional $7,800 per year

Base Placement Schedule includes advanced degrees

Instructional Performance Pay Placement Schedule
Salary Schedule 1

Effective July 28, 2021

PG	$ Amount
0	45,615.83
1	45,615.83
2	45,615.83
3	45,615.83
4	45,615.83
5	45,615.83
6	45,615.83
7	45,615.83
8	45,615.83
9	45,615.83
10	45,615.83
11	45,615.83
12	45,615.83
13	45,615.83
14	45,615.83
15	45,615.83
16	46,250
17	47,250
18	48,250
19	49,250
20	50,350
21	51,450
22	52,550
23	53,650
24	54,750
25	56,250

An Associate Teacher is a full-time employee and will be paid a salary of $26,000 a year plus benefits.

Master's degree will earn an additional $2,500 per year
Specialist degree will earn an additional $5,100 per year
Doctorate degree will earn an additional $7,800 per year

In accordance with Florida State Statute 1012.22, all individuals hired after July 1, 2011 with an advanced degree in the individual's area of certification will receive payment as indicated on the Placement Schedule for applicable degree as a supplement as this amount will not be included in the individual's base salary.

Performance Pay Placement Schedule will be used for instructional personnel hired after July 1, 2014. (ABCE Contract 16.1)

INSTRUCTIONAL PERSONNEL (From the Salary Placement Schedule)

A. Instructional salaries are paid according to the highest level of training and approved experience using Placement Schedule "1". (Grandfathered or Performance Schedule)

B. The hourly rate of pay for instructional employees employed under special contract for work in excess of the regular 196 days will be computed by dividing the employees annual base pay from schedule "1" as follows: Annual rate of pay divided by 196 days = daily rate of pay divided by 7.5 hours = hourly rate of pay.

C. The annual salary for ROTC instructors shall be as specified by an agreement between the Bay County School Board and the Department of Defense for Jr. ROTC programs. The monthly salary may vary in accordance with the information furnished by the Department of Defense and the instructors shall be paid accordingly. (10 months plus 2 months under special contract) These employees do not qualify for annual leave or paid holidays other than noted in paragraph II-D. Since the ROTC Instructor salary and supplements (housing, clothing, etc.) and COLA is determined by the Department of Defense, ROTC instructor salary increases are not part of the Bay District Schools Placement Schedule.

D. Instructional Employees receive the following paid holidays:

Monday, September 5, 2022	Monday, December 26, 2022
Thursday, November 11, 2022	Monday, January 2, 2023
Thursday, November 24, 2022	Monday, January 16, 2023

E. Each employee employed on a full-time basis shall be entitled to one day of sick leave for each month of employment. Such sick leave shall be cumulative from year to year, and there shall be no limit on the number of days of sick leave an employee may accrue.

F. Refer to the School Board Policies and Association of Bay County Educators Master Contract for other terms and conditions of employment related to instructional personnel.

G. Placement Schedule 1 will be used to calculate the salaries of non-certificated instructional personnel authorized under the provisions of State Board Rule 6A-1.0502. Full-time instructional personnel will not be paid less than the salary for a bachelor's degree.

H. Curriculum Development Projects: Beginning on the first student day of school year 2015-2016, teachers employed in curriculum development projects that involve developing and/or revising curriculum projects or district/school reports will be paid a Beginning Teacher's Hourly Rate. Teachers employed in curriculum development will produce a product at the end of the project. Curriculum Development Projects will be approved and monitored by the Division of Teaching and Learning.

I. Special Training/Staff Development Projects: Beginning on the first student day of school year 2015-2016, teachers employed for special training/staff development projects that support the District Improvement Plan and School Improvement and that have funds expressly for the compensation of participants will be paid $90.00 per day. (Rate is based upon a six (6) hour day.)

If training occurs outside the normal school day (nights or Saturdays) during the regular school year, the rate of pay will be $125. (Rate is based on a six (6) hour day.)

J. Employees do not receive an automatic step on a Placement Schedule for pay increase.

INSTRUCTIONAL EXTRA PAY FOR EXTRA DUTY SCHEDULE

1. Supplements will be based on the current Placement Schedule with the salary for a BA/BS teacher with 0 years of experience as the base.

2. Outline of the duties to be performed to earn a supplement shall be written by the school administrator and signed by the teacher involved and the school administrator. One copy is to remain with the administrator, one with the teacher and another copy filed with the Superintendent's office by October 1 of each school year.

3. No supplement shall be paid when job performance is not in accordance with the agreed outline.

4. Any employee may receive more than one supplement, but not more than three (3) supplements for duties performed and shall be subject to conditions of Item Number 3 of this schedule. Miscellaneous supplements will not count as one of the three.

5. All supplements listed in this schedule are granted only on the basis of one school year.

6. No employee hired for the position contained in this schedule shall be paid less than the percentages indicated.

7. Personnel supplemented for athletics will be paid up to ten percent (10%) of their supplement for participation in post season athletic competition in the following manner: two percent (2%) will be paid for participation in each level of competition.

8. Personnel hired for the position of band director and/or choir director will automatically receive the supplement and will be expected to perform the duties described in order to retain that position.

9. To qualify as a Department Head (Sr./Post-Secondary), the department must contain no less than four (4) full-time instructional personnel. Teachers who are assigned to departments with fewer than four full-time instructional personnel shall be given the opportunity to apply for a department head position which may be created by combining two or more departments.

10. To qualify as a Team Leader or Grade Group Chair, the team must contain no less than four (4) full-time instructional personnel. Special area personnel shall be included in grade group teams and shall be given the opportunity to apply for a team leader or grade group chair position. Any teacher, who performs the essential duties of the team leader/grade group chair on a consistent, regular basis, shall receive the supplement regardless of the title given the position.

11. Special area personnel (Art, Music, PE, Media, Guidance, etc.) may be given an opportunity to form a special area group and qualify for a grade group chair. This supplement shall be subject to the facility manager's approval.

12. In sports supplements which are seasonal in nature, the employee will be due full compensation for such. For supplemental employees who separate employment before the end of the school year, supplements will be paid as follows:

    A. If the supplemented activities have been completed, the employee will receive the entire percentage indicated.

    B. If the supplemented activities have not been completed, or are of a year-round nature, such supplement shall be paid on the proportion of the job completed.

13. Supplemental positions shall be filled by teachers. Athletic coaching positions shall be filled on an annual basis by the most qualified coaching-certified applicant provided that teachers who apply for such positions are interviewed for the position. Annually, the District shall provide the Association a list of positions filled by non-teachers including the position, school, date of advertisement, and the name of any teacher applicants Under no circumstances, however, shall the supplement be paid to an administrator.

14. Schools will receive school improvement team supplements based on this formula beginning in school year 2006-2007:

    0-799 Students receive four (4) teacher supplements
    800-1299 Students receive six (6) teacher supplements
    1300+ Students receive eight (8) teacher supplements

15. Beginning in school year 2008-2009 Elementary and Middle schools will receive funding from the District for Department Heads, Team Leaders, or Grade Group Chairs according to this formula:

    0–599 Students receive three (3) teacher supplements
    600–799 Students receive four (4) teacher supplements
    800–1049 Students receive five (5) teacher supplements
    1050–1299 Students receive six (6) teacher supplements
    1300+ Students receive seven (7) teacher supplements
    Middle schools will receive one additional team leader/department head for their ASPIRE teachers.

SENIOR HIGH SCHOOL	**PERCENT**
Athletic Director	14%
Head Coach – baseball, basketball, soccer, softball, track, volleyball, wrestling	10%
Assistant Coaches (same sports as above & football)	9%
Head Coach–golf, swimming, tennis, rhythmic gymnastics, cross country, weight lifting	6%
Assistant Coach (same sports as above)	4%
Head Coach, Boys/Girls – golf, swimming, tennis, cross country. To be paid this supplement a coach must have a minimum of five (5) boys and five (5) girls participating on each team	10%
Band Director	16%
Assistant Band Director	9%
Choir Director	8%
Cheerleader Sponsor	7%
Assistant Cheerleader Sponsor	6%
Drama Coach	4%
Department Heads with administrative planning period	4%
Department Heads without administrative planning period	6%
Club Sponsors with administrative planning period	2%
Club Sponsors without administrative planning period	3%
Annual Sponsor	4%
Academic Team Coach (one per school)	3%
Newspaper Sponsor	4%

MIDDLE SCHOOL	
Middle School Athletic Director	7%
Middle School Intramural Coach	7%
Head Coach – basketball, football, soccer, softball, track, volleyball, wrestling	7%
Head Coach – tennis	5%
Head Coach, Boys/Girls – tennis – To be paid this supplement a coach must have a minimum of five (5) boys and girls participating on each team	7%
Assistant Coaches	5%
Band Director	11%
Choir Director	6%
Cheerleader Sponsor	6%
Team Leader/Grade Group Chair	6%
Academic Team Coach (one per school)	3%

ELEMENTARY SCHOOL	
Elementary Intramural Coach	6%
Grade Group Chair/Team Leader	6%

MISCELLANEOUS	
Resource Teacher	6%
Title I School-Wide Plan Coordinator	6%
School Psychologist	10%
School Social Worker	6%
Bus Duty with additional planning period	2%
Bus Duty without additional planning period	3%
Teachers at New Horizons, St. Andrew, Margaret K. Lewis School in Millville and DJJ	5%
School Improvement Team Member	3%
Teacher serving as: District History Fair Coordinator 6-12, District Middle School Science Fair Coordinator, District High School Science Fair Coordinator	5%

*Teacher with one (1) additional period of teaching/full year (two (2) per department)15%
*Teacher with one (1) additional period of teaching/semester (two (2) per department) 7.5%
*Teacher on Block Schedule with one (1) additional period of teaching/Full year 20%
*Teacher on Block Schedule with one (1) additional period of teaching/Semester 10%
*Teacher with sixty (60) additional minutes of student contact time per day for the full year at Haney only 15%
*Teacher with sixty (60) additional minutes of student contact time per day for one semester at Haney only 7.5%
*Teacher with one (1) additional period of teaching/full year for 2022 – 2023 school year only 20%
*Teacher with one (1) additional period of teaching/semester for 2022 – 2023 school year only 10%

**Teachers must be certified for the course they are selected to teach. Positions will be advertised as specified in Article X (10.2) of the contract.*

Professional Development Certification Program (PDCP) Mentor Teacher (with a maximum of two teachers to mentor each semester)

1st Mentee: .....1 semester 1.5%, 2 semesters 3%
2nd Mentee: .....1 semester 1.5%, 2 semesters 3%

Teacher supervising students during lunch (Pandemic)…….....……..5%

**This supplement will sunset at the end of the 2022-2023 school year.*

In accordance with Florida State Statute 1012.22, all individuals hired after July 1, 2011 with an advanced degree in the individual's area of certification will receive payment as indicated on the Placement Schedule for applicable degree as a supplement as this amount will not be included in the individual's base salary.

CONSULTANT FEES FOR INSTRUCTIONAL STAFF EMPLOYEES

$100.00 per day for individuals without degrees but certified in specific areas of expertise (CPR, First Aid, etc.)

$150.00 per day of presentations for consultants with degrees and expertise/training in the area(s) of presentation for services which do not occur within the normal 196 days of contracted services.

$250.00 per day of presentation for workshops lasting five or more days having ten or more participants. Consultants must have a degree and expertise/training in the areas of presentation for services which do not occur within the normal 196 days of contracted services.

$ 55.00 planning fee may be paid for each day of presentation.

Informational Notes

PART-TIME HOURLY RATE: Teachers employed less than 7 ½ hours per day during the regular school year and teachers employed on additional contracts or for curriculum development projects or special training/staff development projects shall be paid an hourly rate in accordance with their position on the Placement Schedule.

Instructional Personnel Compensation: In accordance with State Statute, beginning July 1, 2014 all instructional personnel must receive an Effective or Highly Effective performance evaluation rating in order to qualify for a salary increase. Such salary increases are not automatic and they are not necessarily a movement from one level on the Placement Schedule to another. Any salary increase will be determined through negotiation and will conform to all applicable Florida Statutes.

BA/BS	is equivalent to a Bachelor's Degree earned at a standard institution of higher learning.
MA/MS	is equivalent to a Master's Degree earned at a standard institution of higher learning.
6th YR	is equivalent to a Specialist Ed. Degree from a standard institution of higher learning. Those who have completed the course requirements for planned doctoral program and have been approved for their dissertation will be paid at this level.
DOCTORAL	is equivalent to a Doctorate Degree earned at a standard institution of higher learning.

BEACON

Teachers employed as Beacon Center Course Facilitators that involve online mentoring will be paid for each assessment for which they have responded and provided feedback. The facilitator working in this capacity would be working outside of the contracted day, must be approved in advance by a project administrator, and would provide appropriate documentation. The funding for this payment would be provided exclusively from the Beacon Learning Center Enterprise Fund dba Beacon Educator. No funding from any other district funding source shall be used to fund this supplement. Assessments shall be paid per the following schedule.

Level 1 summative $2.00 each
Level 2 summative $7.00 each
Level 3 summative $12.00 each
Level 4 summative$14.00 each
Level 5 summative $17.00 each
Level 6 summative $34.00 each

Teachers employed as Adjunct Online Instructors for Bay Virtual School that involves online student facilitation for grades 6-12 will be paid as identified according to the following schedule. The funding for this payment would be provided exclusively from the Virtual School budget.

Course Type	Payment Amount
AM	$140 per one half credit course per student for grades 6 through 8 based on successful completion with a passing grade.
BM	$150 per one half credit course per student for grades 6 through 8 based on successful completion with a passing grade.
CM	$160 per one half credit course per student for grades 6 through 8 based on successful completion with a passing grade.
DM	$170 per one half credit course per student for grades 6 through 8 based on successful completion with a passing grade.
AH	$140 per one half credit course per student for grades 9 through 12 based on credits earned.
BH	$150 per one half credit course per student for grades 9 through 12 based on credits earned.
CH	$160 per one half credit course per student for grades 9 through 12 based on credits earned.
DH	$170 per one half credit course per student for grades 9 through 12 based on credits earned.

Appendix E

2022-2023 Differentiated Pay for Instructional Staff

Critical Shortage Certification Areas:

Chemistry 6-12
Physics 6-12
M/G General Science 5-9
Mathematics 6-12
English 6-12
Prekindergarten/Primary Education (age 3 through grade 3)

Critical Shortage Academic Endorsement Areas:

- Autism Spectrum Disorder
- American Sign Language

Critical Shortage Certification Areas are determined by reviewing data from FTE Survey 2 and 3, including Out-of-Field teachers and course vacancies. This, together with the vacancies for the upcoming school year, identify the areas not filled by certified teachers in the appropriate field.

Critical Shortage Incentives

1. Teachers adding an endorsement or certification to their Teacher Certification in a subject area the District has declared a critical shortage (listed above) will receive a one-time bonus of $1,000 provided they complete a school year (as defined by the Florida retirement system rules) teaching in the critical shortage area and obtain an Effective or higher rating on his/her Instructional Practice and Deliberate Practice.

   This will not be retroactive for those teachers already having such certification/endorsement.

2. Teachers certified in fields identified by Bay District Schools as critical shortage areas may be paid a one-time new hire bonus of $5,000 provided they complete a school year (as defined by Florida Retirement System rules), teach in the critical shortage area, and obtain an "Effective" or higher rating on his/her Instructional Practice and Deliberate Practice. Teachers may receive this bonus only one time in any single certification in their teaching career with Bay District Schools.

3. Teachers hired later in the year (after the date required to complete a full school year as defined by the Florida Retirement System rules) may qualify for this bonus if:

    a. The teacher's contract is renewed for another consecutive year and he/she teaches the second full year in the same critical shortage area.
    b. He/she obtains an effective or higher rating on his/her Instructional Practice and Deliberate Practice.
    c. The teacher MUST complete and submit an application in the 1st partial year of teaching. This application will be on hold until the 2nd year is completed and then, if all qualifying criteria are met, then the teacher may receive the bonus.

Bonuses to these teachers will be paid at the conclusion of the second year if all qualifying criteria are met and the teacher submits an application the first year of hire.

Endorsements

The District will pay the add-on endorsement fees for the addition of ESOL, Gifted, Autism Spectrum Disorder and/or Reading add-on endorsements to the teaching certificate.

Instructional Supplements Paid for Additional Responsibilities

Athletics – Coaching Positions
Extracurricular Sponsors – Band, Drama, Choir, etc.
Department Heads
Grade Group Chair
Team Leader
Academic Team Coach
School Improvement Team Member
Resource Teachers

Level of Job Performance Difficulties

Teachers at "center" schools with high risk of personal injury due to students with a history of aggressive behavior will be paid a supplement: New Horizons, St. Andrew, Margaret K. Lewis School in Millville.

Appendix F

Concerning "Educational Emergency" Provisions of "D" or "F" Schools

The BDSB and the ABCE acknowledge schools that have been rated by the state as a "D" or an "F" must take necessary steps to improve student achievement in order to move the district out of Educational Emergency Status.

To comply with the requirement that an Educational Emergency exists in Bay District Schools when one or more schools receive a school grade of D or F, the Board and ABCE agree to the following for teachers at schools rated with a first-year school grade of D (Comprehensive Support and Improvement Tier 1 SI Schools):

- The District and/or External Partner/Operator has the freedom to structure the length of the school day for students and teachers in order to implement new strategies and curriculum to address student learning. This may include extending the instructional load up to 360 minutes per day.

- Upon initial appointment of a new principal, he/she shall have discretion to renew contracts or initiate transfers for any and all instructional positions. Those instructional staff members who are continuing contract teachers or who may have been renewed by the previous principal prior to school grades being released will be employed within the district.

- The District and/or External Partner/Operator may recruit and hire qualified teachers who meet certification requirements. Vacancies that occur shall be advertised in accordance with the contract, but may be filled after forty-eight hours (2 work days), if an available, certified and qualified applicant is available.

- The principal has the authority to select qualified instructional applicants or to refuse the placement or transfer of instructional personnel. The school average of teachers with a state VAM must at least mirror the district's state VAM average or may exceed HE/E percentages. For those without a state VAM, principals shall hire teachers who received an overall evaluation rating of HE or E in the most recent year available, if such data exists.

- Once a teacher signs a contract at a school rated D, he/she shall adhere to the assignment for the duration of that contract year. He/she may not apply, interview, or accept an instructional position within the Bay District Schools for that contracted school year without the principal's permission. After a year of service, a teacher wishing to transfer at the end of the year may apply for any position.

- If at any time, the principal decides the teacher is not to be retained, the teacher, unless they are in probationary status, will be transferred to another position within the district. The Executive Director of HR will work with the teacher to determine the most appropriate placement and every effort will be made to place the teacher in a position for which he or she is certified.

- In the case of an External Operator (E.O.), instructional staff evaluated by the E.O. will use the Bay District Schools evaluation system, unless otherwise directed by D.O.E.

- Teachers shall adhere to the District and/or External Partner/Operator's curricular/instructional expectations including but not limited to:
  - following district curriculum and district pacing guides, district lesson planning protocols (unless otherwise directed by an External Partner/Operator);

  - devoting reasonable time to additional professional development and preparatory time required to achieve and maintain high-quality education. This shall not exceed 9 hours per nine weeks, and shall be approved by the district office. Teachers will also be afforded regular preparatory time during their work day as defined by the ABCE contract. Such preparatory time may include common planning periods. Teachers shall be paid in accordance with the contract for weekend and/or summer PD.

  - participating in academic coaching and improvement cycles including the use of electronic recording devices for the sole purposes of professional development. Teachers shall be given 24 hours' notice prior to the use of the electronic device and each individual teacher shall not be recorded more than three times per nine week grading period, unless the teacher requests additional recordings.

  - participating in announced and unannounced walkthroughs using data collection forms which may be used in teacher evaluations (appropriate and timely written feedback will be provided to teachers);

Turnaround Years 1 and 2:

- The District and/or External Partner/Operator has the freedom to structure the length of the school day for students and teachers in order to implement

- new strategies and curriculum to address student learning. This may include extending the instructional load up to 360 minutes per day.

- Upon initial appointment of a new principal, he/she shall have discretion to renew contracts or initiate transfers for any and all instructional positions. Those instructional staff members who are continuing contract teachers or who may have been renewed by the previous principal prior to school grades being released will be employed within the district.

- The District and/or External Partner/Operator may recruit and hire qualified teachers who meet certification requirements. Vacancies that occur shall be advertised in accordance with the contract, but may be filled after forty-eight hours (2 work days), if an available, certified and qualified applicant is available.

- The principal has the authority to select qualified instructional applicants or to refuse the placement or transfer of instructional personnel. The school average of teachers with a state VAM must at least mirror the district's state VAM average or may exceed HE/E percentages. For those without a state VAM, principals shall hire teachers who received an overall evaluation rating of HE or E in the most recent year available, if such data exists.

- Once a teacher signs a contract at a school rated D or F, he/she shall adhere to the assignment for the duration of that contract year. He/she may not apply, interview, or accept an instructional position within the Bay District Schools for that contracted school year without the principal's permission. After a year of service, a teacher wishing to transfer at the end of the year may apply for any position.

- If at any time, the principal decides the teacher is not to be retained, the teacher, unless they are in probationary status, will be transferred to another position within the district. The Executive Director of HR will work with the teacher to determine the most appropriate placement and every effort will be made to place the teacher in a position for which he or she is certified.

- In the case of an External Operator (E.O.), instructional staff evaluated by the E.O. will use the Bay District Schools evaluation system, unless otherwise directed by D.O.E.

- Teachers shall adhere to the District and/or External Partner/Operator's curricular/instructional expectations including but not limited to: following district curriculum and district pacing guides, district lesson planning protocols (unless otherwise directed by an External Partner/Operator); devoting reasonable time to additional professional development and preparatory time required to achieve and maintain high-quality education. This shall not exceed 9 hours per nine weeks, and shall be approved by the district office. Teachers will also be afforded regular preparatory time during their work day as defined by the ABCE contract. Such preparatory time may include common planning periods. Teachers shall be paid in accordance with the contract for weekend and/or summer PD.

- participating in academic coaching and improvement cycles including the use of electronic recording devices for the sole purposes of professional development. Teachers shall be given 24 hours' notice prior to the use of the electronic device and each individual teacher shall not be recorded more than three times per nine week grading period, unless the teacher requests additional recordings.

- participating in announced and unannounced walkthroughs using data collection forms which may be used in teacher evaluations (appropriate and timely written feedback will be provided to teachers);

- completing home visitations by teachers may be required but shall not be completed in isolation. An SRD, social worker, parent liaison, guidance counselor or administrator, must be in attendance with the teacher. Teachers shall receive training on home visitations before being required to perform such visitations. Instructional staff participating in home visits shall be offered compensatory time.

Recruitment/Retention Bonuses (for Schools in Comprehensive Support and Improvement Tier 1 SI or District Managed Turnaround Status):

- The total amount of the bonuses will not exceed $500,000.00 annually. This amount does not include Turnaround Years 3 or more.

- Teachers selected to work at these schools shall receive a bonus of up to $5,000.00. Beginning in the 2019-2020 school year, teachers at schools rated with a first-year school grade of D, Comprehensive Support and Improvement Tier 1 SI schools, shall receive a one-half share of the bonus paid to teachers at a District Managed Turnaround School. The full amount of the bonus will be paid for teachers who work the full school year and those who work less than the full school year will receive a pro-rated amount. Payment of the bonus shall begin with the second pay check after the FTE mini count.

- If the school grade increases to "C" or better, and at the recommendation of the Superintendent and the approval of the Board, one-half share bonus will be given to returning instructional staff and newly-recruited instructional staff. Bonus payments will begin within two pay periods of the release and finalization of school grades and pro-rated accordingly for late hires.

- For the purpose of the recruitment/retention bonus, the term "teacher" is defined as all personnel paid on the Instructional Salary Schedule.

Recruitment/Retention Bonuses (Turnaround Years 3 or more):

- Teachers selected to work at a school in Year 3 of Turnaround will receive a uniform turnaround bonus of an amount to be negotiated between the District, ABCE and the External Partner/Operator, but will not be less than $5,000.00. The full amount of the bonus will be paid for teachers who work the full school year and those who work less than the full school year will receive a pro-rated amount. Payment of the bonus shall begin with the second pay check after the FTE mini count.

- When the school grade increases to "C" or better, the school exits Turnaround Status. At the recommendation of the Superintendent and the approval of the Board, a turnaround bonus may be negotiated between the District and the External Partner/Operator for the year following the D or F school grade rating. This applies to returning instructional staff and newly recruited instructional staff. Bonus payments will begin within two pay periods of the release and finalization of school grades and pro-rated accordingly for late hires.

No teacher shall be involuntarily transferred to a school under the provisions of Educational Emergency.

All teachers who are hired under the provisions of this memorandum shall be given a contract outlining their duties and potential bonuses. Duties and bonuses shall be consistent with this MOU. The teacher and hiring administrator must sign this document upon hiring for the teacher to remain at the location. ABCE will receive a copy of the agreement to be presented, as well as the opportunity to be present at any faculty meetings called to discuss the terms/specifications contained thereof.

After school grades are released each summer, the District and the Association shall meet to review the list of schools to whom this MOU applies and will discuss a plan to communicate the changes to the affected staff.

For the 2018-2019 school year, the bonus paid to teachers at Differentiated Accountability schools shall be calculated based on money that was previously allocated to schools under Appendix F which were closed due to Hurricane Michael. This money will be paid on the remaining checks for this school year. The calculation will be done based on active teachers on the day of ratification.

Appendix G

COVID-19 Infectious Disease Response

1. Bay District Schools (BDS) will follow the guidance of the Center for Disease Control (CDC) and the Florida Department of Health regarding the use of face coverings in the school setting. Where social distancing may not be possible, BDS employees will be able to request that all participants wear masks.

2. In the event that the District or the Department of Health closes a classroom or school and directs the employee(s) to quarantine or self-isolate due to exposure to COVID-19, the employee(s) will be expected to work from home and manage distance learning.

3. If the DOE, or any other agency, directs the closure of a physical site or sites, all instruction will commence immediately on BayLink (via Canvas). All employees who are working from home during the closure of their physical work site will continue to receive full compensation and benefits. Any supplements will not be reduced, pro-rated or stopped. Any employees who become ill with COVID-19 and are unable to work will be subject to the Emergency Sick Leave Act and will also be eligible for any applicable portions of FMLA. Following a site closure, no instructional staff will be required to report to the work site until the classroom, work site, or school has been thoroughly sanitized.

4. Any instructional personnel who has a documented need to self- isolate or quarantine due to exposure to COVID-19 or a positive test result for himself or herself or of an immediate household family member, will have the option to teach/work from home for duration of the quarantine as long as the employee feels well enough to do so, and the principal approves.

   Instructional personnel who become ill themselves, or are unable to work remotely, would be subject to the Emergency Sick Leave Act and will also be eligible for any applicable portions of FMLA. Any supplements will not be reduced, prorated or stopped due to quarantine or self-isolation. Medical documentation may be required.

   If a second quarantine is required due to exposure to COVID-19, the instructional employee will receive five days of administrative leave. Five additional days of administrative leave will be granted if a third quarantine is necessary and the employee is unable to fulfill his/her essential job responsibilities.

Subsequent quarantines for employees unable to work remotely will be covered using the employee's available paid sick leave or unpaid leave per the contract.

For the 2020-2021 school year only, each member of the instructional staff employed on a full-time basis shall be granted ten (10) days of sick leave as of the first day of employment of the contract year. This supersedes the contract language regarding leave accrual in Article 14.4A. After these ten (10) days, no additional days may be accrued.

5. Cleaning and disinfecting materials (such as wipes and commonly used sprays) will be provided to teachers for use throughout the day as the teachers deem appropriate and necessary. Teachers may also supervise students cleaning their desk when developmentally appropriate. School custodial staff will thoroughly clean classroom areas daily when they are unoccupied.

6. The District will follow the guidelines from the Department of Education regarding making up any lost instructional days and time.

7. Bay District Schools will follow guidance and/or revisions from the Department of Education regarding evaluations for the 2020-2021 school year.

8. Where possible, every effort will be made for District professional development to be provided online to assist employees with social distancing.

2022 – 2023 Salary

For the 2022-2023 school year the district will commit $3,160,000 for instructional salary increases. All instructional personnel who are actively employed on the date of 2022-2023 contract ratification will receive a salary increase determined by the formula negotiated between ABCE and the District. This pay increase will be retroactive to July 28, 2022.

Total # Teachers Total Amount Available for Raises	
	Factor
Grandfather Effective or Highly	1
Associate Teacher Effective	0.5
Associate Teacher Highly Effective	0.67
Perform @ Min Salary Level	0.75
Perform Effective	1.0
Perform Highly Effective	1.34

*This will impact Article 17.1

2022-2023 Teacher Salary Increase Implementation

The state has allocated additional funding in order to increase the minimum teacher salary for the 2022-2023 school year. The District's allocation includes funding for district instructional personnel as well as charter school instructional personnel. Furthermore, the District's allocation is split into two separate allocations: 50% is to be used to bring classroom teachers to the new minimum salary and 50% is to be used for other instructional personnel. The raises will be implemented using the following guidelines:

Guidelines and order of the process:

1. Identify all employees on the instructional pay scale as of the date of ratification.
2. Isolate those on the list that qualify for the first 50% allocation.
3. Run the calculation for the first 50% group using all of that allocation in order to bring this group to the new minimum salary.
4. Allocate up to $40,000 from the second 50% to ensure all instructional employees receive in the first group receive the $809.17 increase.
5. Divide the remaining funds from the second 50% allocation to give an equal increase to those not in the above raises.
6. Once the new minimum is established the performance placement schedule will reflect the change.