Agreement between

the

School Board of Citrus County

and the

Citrus County Education Association (Instructional)

2022-2025

Revised 10/24/2023

TABLE OF CONTENTS

PREAMBLE **4**
Article I – Parties to the Agreement **4**
Article II – Recognition **4**
Article III – Management Rights **5**
Article IV – Negotiations Procedure **5**
Article V – Uninterrupted Service **5**
Article VI – Association Rights **5**
A. MEMBERSHIP AND DUES 5
1. MEMBERSHIP 5
2. DUES DEDUCTIONS 6
B. USE OF SCHOOL FACILITIES 6
1. MEETINGS 6
2. PUBLIC ADDRESS SYSTEM 7
3. MAILBOXES/BULLETIN BOARDS 7
4. ELECTRONIC COMMUNICATION 7
C. BOARD MEETINGS 8
A. SCHOOL BOARD CALENDAR 8
B. ADJUSTMENTS TO WTC'S SCHOOL CALENDAR 9
C. COMMUNICATION 10
D. EMPLOYEE/EMPLOYER RELATIONS COMMITTEE 10
E. LOBBYING 10
F. CONTRACTING OUT 10
J. DISTRICT COMMITTEE REPRESENTATION 10
Article VII – Teacher Rights **11**
A. OBSERVATIONS 11
B. EVALUATIONS 12
C. PERSONNEL FILE(S) 12
D. CONCERN/COMPLAINT PROCEDURE 13
E. REPRESENTATION 14
F. JUST CAUSE 14
G. ASSIGNMENTS 15
H. TRANSFERS 15
I. VACANCIES AND PROMOTIONS 16
J. TERM TEACHER 18
K. SCHOOL DAY 18
L. DUTY FREE LUNCH 18
M. LEAVING SCHOOL 19

N. SUPERVISION OF STUDENT TEACHERS, TEACHER INDUCTION PROGRAM 19
O. COPIES OF AGREEMENT 19
P. PAY SCHEDULE 20
Q. INSTRUCTIONAL MATERIALS 20
R. SCHOOL ENHANCEMENT COUNCIL 20
S. VOTING RIGHTS 20
T. ELECTRONIC DEVICES 20
Article VIII – Teaching Conditions 21
A. WORKING CONDITIONS 21
B. DRESS CODE 21
C. CLASS SIZE 22
D. REDUCTION IN FORCE (RIF) 22
E. TEACHER TRAVEL 24
F. PLANNING PERIOD 24
G. TEST SECURITY 25
Article IX – Grievance Procedure 25
DEFINITION 25
STEP A: CONFLICT RESOLUTION 26
STEP B: INFORMAL STEP 26
STEP C: FORMAL STEP 27
ARBITRATION 27
SELECTION PROCESS 28
Article X – Leave 28
A. SICK LEAVE 28
1. DEFINED 28
2. ALLOCATION 28
3. ACCUMULATION 28
4. TRANSFER OF LEAVE 28
5. EXCESSIVE ABSENCES 29
6. SICK LEAVE BANK 29
7. PERSONAL LEAVE 30
8. EMERGENCY LEAVE 30
9. TERMINAL LEAVE PAY 30
B. LINE OF DUTY 31
C. MILITARY LEAVE 31
D. JURY DUTY 31
E. LEAVE OF ABSENCE 32
F. OTHER PERSONAL LEAVE 32
G. FAMILY MEDICAL LEAVE (FMLA) 32

H. RETRAINING 32
Article XI – Compensation and Insurance 33
A. INSURANCE 33
B. SALARY 33
C. EXTRA DUTY SUPPLEMENT 34
D. EXTENDED SCHOOL YEAR 34
E. HOME BOUND 34
F. AFTER SCHOOL ASSISTANCE PROGRAM (ASAP) 34
Supplements for Advanced Degrees 35
Performance Pay Summary 35
Formula Used to Determine Performance Pay 36
Experience Credit 37
Retiree Retroactive Benefits 37
Title I Differential Pay 37
CREST Supplement 37
BUS AIDES 37
Article XII – Effect of Agreement 38
Article XIII – Duration of Agreement 38
Article XIV – Ratification of Agreement 39
APPENDIX A: Salary Placement Schedule 40
APPENDIX B: Supplemental Pay 40
APPENDIX C: Differentiated Pay 44
ADDENDUM D: MEMORANDUMS OF UNDERSTANDING 46

PREAMBLE

The School Board of Citrus County, Florida and the Citrus County Education Association, an affiliate of the Florida Education Association**,** the National Education Association**,** the American Federation of Teachers, and the AFL-CIO agree that they hold as a common objective the education and welfare of the students of the Citrus County School system. Further, it is recognized that there should be a formalized process by which the School Board of Citrus County and the Citrus County Education Association can work toward a mutually satisfying agreement.

Article I – Parties to the Agreement

This Agreement made and entered into this 9th day of December 2003 by and between the School Board of Citrus County, Florida (hereinafter referred to as the "Board") and the Citrus County Education Association, an affiliate of the Florida Education Association**,** the National Education Association, the American Federation of Teachers and the AFL-CIO (hereinafter referred to as the "Association").

Article II – Recognition

A. The Board hereby recognizes the Association as the sole and exclusive bargaining agent for all employees defined in the certification instrument (Case #8H-RC-7541029: Certification No. 473) ordered by the Florida Public Employees Relations Commission on the 24th day of September: Entered the 24th day of 1975, in Tallahassee, Florida.

B. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as determined by Paragraph A, above.

C. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement on matters concerning terms and conditions of employment.

D. In being granted recognition as the sole and exclusive negotiating representative, the Association shall represent all personnel in the Defined Unit regardless of membership in the Association, and without discrimination.

E. The Board agrees not to negotiate individually with any teacher on matters covered by this Agreement. The parties agree that this provision shall not apply to grievances.

Article III – Management Rights

The Board hereby retains and reserves unto itself all powers, authority, duties and responsibilities conferred upon and vested in it by the statutes of the State of Florida, except as otherwise provided by this Agreement.

Article IV – Negotiations Procedure

The parties agree that their duly recognized representatives shall negotiate in good faith. Each party shall select its own representatives. Meetings shall be held at times and places agreed to by the parties.

A collaborative process (such as Interest Based Bargaining) will be utilized. This process will be reviewed and mutually agreed upon on an annual basis.

Year round bargaining and multiple ratifications will be held as needed.

Committees that have been formed as a result of bargaining and have completed their work will share the results with the bargaining teams and, as needed, resulting changes shall be ratified as a separate item.

Annually, revisions will be made within the Contract to reflect ratification and Board approved changes. These changes will be acknowledged on Addendum D with signatures and date.

Article V – Uninterrupted Service

The Association and the members of the bargaining unit hereby agree not to strike or engage in or support or encourage any concerted refusal to render full and complete contractual service to the said Board.

Article VI – Association Rights

A. MEMBERSHIP AND DUES

1. MEMBERSHIP
   Teachers shall have the right to join or refrain from joining the Association. Teachers shall not be encouraged to join nor discouraged from joining the Association by the Board or administrators. The Association agrees to represent equally and without prejudice all members of the bargaining unit in the manner provided by Florida Statute Chapter 447, as amended.

2. DUES DEDUCTIONS

Any teacher who is a member of the Association, or any other teacher who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of membership dues and uniform assessments. Such authorization shall continue thereafter unless revoked by the employee upon thirty (30) days written notice to the employer and employee organization.

There shall be open enrollment all year.

On or before November 1 of each year, the Association shall certify to the Board the total amount of uniform dues and assessments for that school year which is to be deducted from the salary of an employee. The Board will deduct in twice monthly payments the certified Association dues and uniform assessments from the regular salary checks of an employee and shall transmit the total payroll dues to the Association within fifteen (15) days. The Association's right to payroll dues deduction, shall be in force for so long as the Association remains the certified bargaining agent for the employees in the bargaining unit, however, dues deduction privileges shall automatically be terminated when and if there has been a refusal to render full and complete service to the Board. The Association agrees that it will indemnify and hold the Board harmless from any claim or demand asserted by any employee against the Board by virtue of the Board's performance of the undertaking of this section.

3. DROPPING CCEA MEMBERSHIP

A member wishing to drop his/her membership of the Citrus County Education Association (CCEA) must send a completed Membership Exit form to the CCEA President. The CCEA President will notify the District of the individual's change of status and dues deductions will stop thirty (30) days after the receipt of the Membership exit form by the District office from the CCEA President.
The Membership Exit forms will be requested from the CCEA President.

B. <u>USE OF SCHOOL FACILITIES</u>

1. MEETINGS

Teachers may attend up to fifteen (15) school-level Association meetings per year, but no more than 3 per calendar month, at their school before or after the student contact day. The meetings shall not interfere with any school authorized functions and advanced notice shall be given to the respective school principal. Once a CCEA meeting has been scheduled with the principal, no other regular school meetings shall be scheduled during that time. In the event of an emergency, unplanned incident or meeting, the CCEA meeting may be rescheduled.

Association members may be excused at the end of the student day to attend one (1) countywide Association meeting per month.

2. PUBLIC ADDRESS SYSTEM

The Association may have announcements of the time and place of meetings made on school public address systems provided announcements of such meetings are not made during the student school day and a verbatim copy of the announcement is provided the principal or his designee prior to the announcement being made on the public address system.

3. MAILBOXES/BULLETIN BOARDS

Duly authorized representatives of the Association shall have the right to reasonable use of teacher mailboxes and a specifically designated bulletin board in each school for the following purposes: notices of Association meetings, minutes of Association meetings, Association elections and results, appointment of officers and committees, Association literature and materials and newspaper or magazine articles of professional concern. Local political endorsements by the Association, its members, or its subsidiary organizations are expressly excluded. A copy of all materials posted or distributed is to be furnished to the building administrator.

4. ELECTRONIC COMMUNICATION

a. The Board agrees to make available an adequate number of phone lines and telephones on a private basis for teachers' access to phone service and access to electronic communication services in each school center on a private basis provided such access does not involve additional expense to the Board and does not interfere with normal operations and functions of school personnel.

b. In schools where electronic bulletin boards and electronic mailboxes are available, the Association shall have similar access with respect to these media.

c. The superintendent or designee shall receive a copy of all electronic communication 24 hours (a business day) prior to the distribution of said materials to the bargaining unit employees. This is a courtesy copy and is not intended for approval.

    1. No 24 hour notification or cc/bcc required: Electronic communication to CCEA Bargaining Team members only for the purpose of negotiation notifications and/or reminders of negotiation meetings.

    2. No 24 hour notification, but required cc/bcc to the superintendent or designee: Electronic communication to executive board members or site

leaders regarding executive board or site leader meetings or said meeting reminders.

d. A courtesy copy of material originating from individual cost center will be provided to the principal or designee in advance of information being distributed to the bargaining unit members.

C. BOARD MEETINGS

1. The president of the Association shall be given a written notice of all scheduled meetings/workshops of the Board and a reasonable attempt will be made by the Board to give oral notice of emergency meetings. The Board agrees to provide meeting agendas, present a copy of the press information folder distributed to the news media and provide the Association with copies of any additional information that may be from time to time issued to the news media.

2. The CCEA President or his/her designee shall upon request be given time off to attend Board meetings/workshops without loss of pay. The Association agrees to pay for substitutes if required.

3. The CCEA President will receive notification, through joint meetings or emails, of changes and/or updates to policies, evaluations, health insurance, and legislation prior to the information being presented to the school board.

4. Budget meeting – The CCEA President will be invited to the District Budget Kick-off meeting and CCEA will meet in the Spring with the Superintendent and Assistant Superintendent or individual assigned to Finance/District Budget, to discuss salaries and budget.

5. Policy Changes – The District will notify the CCEA President and ALL employees of all policy changes or new policies adopted by the school board and/or district as soon as possible.

A. SCHOOL BOARD CALENDAR

1. The Association shall have the right to present to the Superintendent suggestions for the school board calendar. In no way shall this procedure delay the usual date the calendar is set. The Board agrees to notify the Association, at least thirty (30) days in advance of the date upon which the calendar is to be set. A list of calendar committee members made up of a representative group agreed upon by the parties

shall be posted at each school. Notification of a calendar committee meeting shall be made to the teachers two (2) weeks prior to the meeting.

2. Teachers shall have a total of six (6) paid holidays during the school year, with one (1) of those paid holidays designated on Martin Luther King Day.

3. The dates of the holidays specified in (2) above shall be determined by the Board.

4. The chairperson will seek input from the Superintendent and School Board.

5. The calendar committee shall submit 2 or 3 calendar options to the Board and Superintendent for their review and approval.

6. The calendar committee will utilize the input to finalize no more than 3 calendar options to submit to all staff (Administrators, Instructional, and Classified) and the School Enhancement Councils for review.

7. Within 30 calendar days after the calendars have been submitted for review, a vote will be taken. Each employee shall have 1 vote and the School Enhancement Council at each school shall have 1 vote.

    a. At the school site/cost center, the votes shall be tabulated by a representative committee of not less than 1 CCEA member and 1 school representative.

    b. A sub-committee of the calendar committee, including a representative of CCEA, shall tally the countywide vote.

8. The calendar that has the majority support, as determined by the vote, shall be submitted to the Superintendent for recommendation to the School Board for approval.

9. If the calendar is rejected by the School Board, the calendar committee shall reconvene to act upon specific recommendations of the School Board, and the process shall begin again at Step 4.

B. <u>ADJUSTMENTS TO WTC'S SCHOOL CALENDAR</u>

1. When a program or class requires an adjustment to the current school calendar, the employee and Administrator/Supervisor shall meet to discuss the necessary adjustment.

2. The Administrator/Supervisor shall notify the employee of the necessary adjustment as soon as it has been determined that such an adjustment is certain. In cases of unexpected adjustments, notification shall be a minimum of two (2) weeks.

3. Citrus County Education Association (CCEA) President shall be notified of any adjustments to the school calendar as soon as it has been determined that such an adjustment is certain.

C. COMMUNICATION

No Association or teacher views on matters relating to the administrator-teacher or Board-teacher relationships will be discussed in the presence of students, nor shall teachers of the Association use students to convey Association or teacher views on matters relating to administrator-teacher or Board-teacher relationships to either parents or the public.

D. EMPLOYEE/EMPLOYER RELATIONS COMMITTEE

Representatives of the employee's and employer's bargaining committee shall meet as necessary for the purpose of reviewing the administration of the contract.

E. LOBBYING

The Board shall provide twelve (12) days for the purpose of lobbying the Legislature on educational issues without loss of pay. The cost of the substitute, if any, will be paid by the Association.

F. CONTRACTING OUT

The district will notify and reach agreement with CCEA in regard to any subcontracting of bargaining unit work.

J. DISTRICT COMMITTEE REPRESENTATION

CCEA shall have the right to appoint representation to the following district committees: Calendar committee – one teacher and one classified member; Evaluation committee – CCEA President or designee; Insurance committee – two representatives; High School Directions committee – one member;

Technology Advisory committee – one member; Teacher Education Council (TEC) – one member; and Support Staff Development Council (SSDC) – one member.
The CCEA President or designee will be invited to attend the Elementary, Middle, and High School Progression Plan committee meetings.

K. BARGAINING UNIT DATA

The district will furnish the Association monthly Excel reports, by the first Friday of each month, to include the following information relative to members of the represented bargaining unit:

1. Employee identification and contact information to include name, date of birth, gender, race/ethnicity, employee ID number, mailing address, phone numbers, and district email address.
2. Employee contract information to include job classification, worksite location, date of hire, position information (assignment, step, lane, and position start and end date), salary information (salary, position matrix description, position pay code, position number of days and hours per day).

Article VII – Teacher Rights

A. OBSERVATIONS

1. Observations made for the purpose of evaluations shall be made with the full knowledge and awareness of the teacher.

2. Teachers shall receive their copy of the observation at the time the instrument is signed.

3. If a teacher receives an unsatisfactory observation, the teacher can request a second observation.

4. All observations included in the personnel file(s) shall be shown to the teacher and acknowledged by the teacher. Observations placed in the personnel file(s) shall be identified as to date, time, and place. Any written teacher response to such observation shall be placed in the teacher file.

5. Observation/Appeal: If a teacher receives an overall Needs Improvement (NI) or Unsatisfactory (U) on the majority of the standards on their observation, he/she may request and receive an additional observation from another administrator at their school or a district assigned administrator. If this does occur, both observations will be used in the evaluation process.

B. EVALUATIONS

1. The CCSB Evaluation Plan shall comply with all applicable laws and state mandates and shall be available for employee access online.

2. Not later than ten (10) working days after employment, all new teachers shall receive a copy of the evaluation criteria and evaluation form to be used prior to the evaluation. This shall include an explanation of the evaluation process.

3. According to the District established guidelines, all teachers shall be notified of their individual evaluation criteria at their initial PDP/Data Source meeting with their administrator.

4. Teachers shall not perform evaluations of other school board employees.

5. All evaluation procedures shall be completed not less than 15 working days prior to the termination of the student year. Teachers shall receive their copy of the evaluation at the time the instrument is signed.

6. The parties agree all teaching days are valuable. Management will make every effort to conduct a formal observation of the teacher on a day that represents a most typical classroom environment.

7. All evaluations included in the personnel file(s) shall be shown to the teacher and acknowledged by the teacher. Evaluations placed in the personnel file(s) shall be identified as to date, time, and place. Any written teacher response to such evaluation shall be placed in the teacher file(s).

8. The judgment of the evaluator/Administrator shall not be subject to the grievance process.

9. Changes to the Evaluation Plan shall be presented to the Bargaining Team by the Evaluation Committee/designee.

C. PERSONNEL FILE(S)

1. Public school system employee personnel files shall be maintained according to the following provisions:

a. Except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension, or dismissal under laws of this state, no derogatory materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee.

b. The employee will indicate awareness of information by signed documents or through certified mail.

c. No anonymous letter or materials shall be placed in the personnel file.

2. Each teacher shall have the right to review the contents of all his/her personnel file(s) no later than twenty-four hours or one (1) working day from the time of the written request.

3. Any employee has the right to answer, in writing, any such materials in the file, and the answer shall be attached to the file copy.

4. The personnel file custodian shall maintain a record in the file each time it is reviewed.

5. This shall in no way violate Florida Statute.

D. CONCERN/COMPLAINT PROCEDURE

The parties are encouraged to have concerns resolved at the informal level. When a concern is lodged against a bargaining unit member, an informal conference (s) will be scheduled with the bargaining unit member and may include, but not be limited to, the complainant. The administrator shall state the nature of the concern at the beginning of this meeting. If the concern is resolved at this step, no further meetings or written notifications will occur. If the concern cannot be resolved at the informal level, a formal written complaint may be filed.

No written complaint or report of complaint will be placed in a teacher's personnel file(s) unless:

1. The administrator, within five (5) working days, notifies the teacher in writing that a complaint form has been received.

2. The teacher has had an opportunity to review the complaint in a conference with the administrator.

3. The teacher may request a meeting with the complainant in the presence of appropriate administrative staff.

4. After reviewing the written complaint and any conferences as described herein, the administrator will place the valid written complaint in the teacher's personnel file. All other complaints will be forwarded to the Director of Human Resources (HR).

5. The teacher shall sign the file copy of the written complaint form. Such signature shall be understood to indicate awareness of the material but shall not be interpreted to mean agreement with the content of the material.

6. The teacher may respond in writing to the complaint placed in the personnel file(s) and such response shall be attached to the report of complaint in the personnel file(s).

E. REPRESENTATION

The Administration has the right to meet with an employee. Employees have the right to representation of their choice at meetings with management, which may result in disciplinary action to the employee.

1. Meetings at the site level shall take place within 48 hours (2 business days).

2. Meetings at the Human Resources (HR) level shall take place within 5 business days.

3. The parties shall make the best effort to meet within the timelines, recognizing that these timelines may not be met due to extenuating circumstances.

F. JUST CAUSE

Just cause for termination purposes shall be defined by Florida State Statute, Citrus County School Board Policy and or by Citrus County School Board action.

G. ASSIGNMENTS

1. Teachers who are reappointed for the following school year shall be notified within thirty (30) days of the Board's reappointment action of the school to which they will be assigned for the following school year. Any changes in that assignment made after notice is given shall be made after a conference with the teacher.

2. ASSIGNMENT CHANGES

It is recognized that extenuating circumstances may necessitate a change of Assignments. If it is necessary for an assignment change during the two-week window preceding pre-planning, the bargaining unit member will be notified of the change via summer contact information immediately upon determination of the change. If the employee is not satisfied with the assignment change, they will have the right to apply for another position in the district, interview, and, if selected, make the transfer to that position.

3. CONSIDERATION OF RE-APPOINTMENT: Effective July 1, 2015

If an annual contract teacher has received an evaluation rating of Highly Effective (HE) or Effective (E) on the portion of the evaluation that is available at the time of contract renewal and for their overall evaluation rating the previous year, the superintendent shall recommend renewal of the annual contract in the absence of charged and found misconduct and every effort will be made for the employee to be hired for an instructional position within the district for the following year if there is a position available in which they are certified.

H. TRANSFERS

1. This section shall apply to all transfers, including the staffing of new schools. The following criteria, in no specific order, shall dictate the method of selecting personnel to be transferred.

If more volunteers than positions:

A. Certification in area(s) and appropriate qualifications
B. Highest seniority (number of years in district)
C. Earned degree or equivalent (Ph.D., Ed.D., Spec., M.A., B.S.)
D. Decision by approval of the receiving building administrator

Inadequate number of volunteers:

A. Certification in area(s) and appropriate qualifications
B. Lowest seniority (number of years in district)
C. Earned degree or equivalent (B.S., M.A., Spec., Ed.D., Ph.D.)
D. Decision by approval of both building administrators

2. Teachers shall not be allowed to transfer two (2) weeks prior to the first day of pre-planning.

3. Teachers may again be allowed to transfer within the district after mid-term/progress reports are complete. The District and the Association shall meet by March 1st to discuss and determine transfer timelines for the upcoming school year.

These criteria shall not be applied to a teacher replacing a person on a leave of absence. Rather, the criteria shall be applied to the person on leave.

1. Teachers shall not be transferred during the school year to another school center or reassigned to teach another grade level or subject area without prior consultation between the teacher and the administrator(s) involved.

2. Teachers who are being involuntarily transferred by the district for reasons of staff reductions in a school shall have priority consideration on assignment to open positions over all voluntary transfers.

3. A letter from the transfer applicant shall be forwarded to the principal or administrative designee specifically advising them that the applicant is requesting consideration for a transfer to a posted position. The request shall be signed and dated by the principal or his administrative designee verifying receipt. A copy of this letter shall be forwarded to the Director of Human Resources. Copies of this letter shall be made available to the Citrus County Education Association (CCEA) upon request.

I. VACANCIES AND PROMOTIONS

1. Vacancies are defined as positions in the bargaining unit, either unfilled or newly created, which are available during the school year or for the next school year.

2. Promotions are defined as those administrative or supervisory positions, requiring certification, which are available during the school year or for the next school year.

3. Vacancies Announcements:

   a. A notice will be posted on a Personnel Office bulletin board and in each school center. Notices shall be sent to the Association President, Chief Bargaining Spokesperson, and the Association Executive Director.
   b. Notices will be posted for at least five (5) district working days following the first posting. Notices will be e-mailed to each school. Each school will post the notices on Monday and Thursday by noon. The hot line number will be included on each posting.

   c. Posting - Two (2) weeks prior to and two (2) weeks after the first day for students, postings will be made as soon as an opening becomes available. Postings will last for no less than three (3) district working days and will be updated daily as needed on the hot line as well as being physically posted at all cost centers.

4. Employees of the district who are qualified and apply for a vacancy or promotion within the deadline shall be interviewed.

   a. Persons not granted an interview shall receive an explanation (written or verbal) from the site administrator or designee as to why they were not interviewed prior to filling the vacancy.

   b. All employees interviewed shall be notified by the site administrator or designee within ten (10) working days after the decision has been made.

5. Each year, teachers who wish to be considered for teaching summer school may request to have their name placed on a list of availability in the Superintendent's office. Requests must be made in writing before the end of the eighth school month. Copies of the list will be furnished to each principal, and posted on each school bulletin board. Notification regarding summer school applications shall be printed at the bottom of the March pay stubs.

6. Receipt of applications and requests under this section will be acknowledged by the Board. Acknowledgment will be mailed within ten (10) working days of receipt by the person designated.

J. TERM TEACHER

A term contract is issued when a position is advertised as **"**TERM.**"** The teacher must be eligible for Florida teacher certification. The position is for a specific period of time and does not provide an expectation of continued employment beyond the term Decision to post a term position will be mutually agreed upon between the parties on an individual basis. Reasons for a term position are:

1. Grant funding/limited time state funding programs

2. Leave of absence

K. SCHOOL DAY

1. Teachers shall report to their teaching or assignment stations a reasonable time before the school day begins and remain a reasonable time after the school day ends as determined by the Board.

2. Teachers will be available at all reasonable and appropriate times to attend meetings and programs with students, parents, and/or professional personnel, including administrator(s) and other supervisory personnel.

3. Up to six teachers, who are regular members of the collective bargaining team, will be released from assigned duties to participate in collective bargaining talks without loss of pay.

4. The association president or designee will be released from assigned duties one (1) day per month to conduct association business. The cost of a substitute, if any, will be paid by the association. Application for leave will be made at least five (5) days in advance, except in cases of emergency. The association president will check in with the administrator of the school center which he/she visits.

L. DUTY FREE LUNCH

Bargaining unit members will have a duty-free lunch time of not less than 25 minutes. This shall be implemented through an administratively developed equitable rotation system utilizing all school personnel as necessary. The parties agree that the Board shall not be required to expend any additional amount of money in order to implement this provision.

M. LEAVING SCHOOL

1. Teachers may leave the school campus during non-student contact time for occasional personal requirements without utilizing personal leave. Teachers who leave the campus must sign out in the school office, give their destination, and sign in when returning to campus.

2. By prior arrangement with the principals, a teacher who has a supplemental obligation at another school shall be allowed to leave school during non-student contact time and prior to the close of the regular day at no loss of pay, accumulated leave, nor be required to make up time missed. If a substitute is needed, the cost will be paid by the school sponsoring the activity.

3. However, this shall not exempt a teacher from participating in the activities which normally occur such as faculty, department, team or grade level meetings; participating in conferences with parents or professionals or assigned duties at their primary school site.

N. SUPERVISION OF STUDENT TEACHERS, TEACHER INDUCTION PROGRAM (TIP) AND INTERNS

1. Supervision of student teachers and interns by a teacher shall be voluntary.

2. Teachers who serve as Peer Teachers in the Teacher Induction Program will receive a supplement according to the attached supplement schedule.

3. For the purpose of paying the supplement a Peer Teacher is defined as a member of the bargaining unit who serves as Peer Teacher.

O. COPIES OF AGREEMENT

Copies of this agreement entitled "Agreement Between the School Board of Citrus County and the Citrus County Education Association" shall be posted on the district web site within thirty (30) days after the agreement is signed and shall be available within thirty (30) days to all teachers now employed or hereafter employed by the Board. Two printed copies of the contract shall be available at each site. The expense of printing of the agreement shall be borne equally by the Board and the Association. The contract will be printed by the Association.

P. PAY SCHEDULE

Teachers shall receive their pay in twice monthly installments.

Q. INSTRUCTIONAL MATERIALS

Teacher lesson plans, grade book and other teaching material shall be made available to the administration at all times with the teacher's knowledge.

R. SCHOOL ENHANCEMENT COUNCIL

All teacher representatives on the School Enhancement Council shall be elected by their peers as legislated by law. An election committee made up of a principal, a teacher, an education support person, a student and a parent shall tabulate the results of the balloting.

S. VOTING RIGHTS

The District and CCEA acknowledge the importance of voting and encourage all employees to exercise their right to vote. Although there are numerous opportunities for employees to vote outside of the workday, faculty/staff, department, grade level meetings, and/or inservice trainings will not be scheduled before or after student contact hours on Citrus County, state, and national election days, barring emergencies. This will not prevent administrators from meeting individually with staff members as needed.

T. ELECTRONIC DEVICES

Employees shall not be required to utilize personal devices for work-related tasks. There is no expectation that staff who voluntarily use personal devices to access digital tools required for the job surrender their right to privacy of personal data on their own device, provided that staff do not archive student information on their devices. Reasonable replacement costs for damages incurred to district devices as a result of negligence, carelessness or malicious behavior shall be the responsibility of the employee.

Article VIII – Teaching Conditions

A. WORKING CONDITIONS

Teachers shall not be required to work under unsafe conditions or in a hazardous environment. Teachers may make recommendations toward establishing priorities for this purpose.

B. DRESS CODE

Staff shall maintain a neat, clean professional appearance. Dress may not be as unusual or inappropriate as to disrupt classroom or learning activities.

INAPPROPRIATE APPEARANCE/DRESS IS DEFINED AS BUT NOT LIMITED TO THE FOLLOWING:

- Sweatpants/wind suits/shorts are prohibited unless the employee is teaching a physical education class or when on duty for special school events such as field trips and outdoor activities where such clothing would be appropriate.

- Jeans and T-shirts shall not be worn at the same time during student contact time; however, school staff shirts may be worn with jeans during "spirit days" or other such school sponsored events as determined by the site administrator.

- Tops that have straps that are not at least 2 inches in width unless covered by another article of clothing, such as a sweater, shirt or jacket.

- Clothing that is provocative, revealing, indecent, vulgar, or obscene.
    - Low necklines, bare midriffs and excessively tight clothing, undergarments visible or worn as an outer garment.

- Flip flops, bedroom shoes

- Un-hemmed clothing

- Hats, sweatbands, bandanas, or sunglasses inside school buildings

- Any item of clothing, jewelry or tattoo that creates a disruption of the school environment/learning activities or that poses a threat to the safety and well-being of students or staff.

- More casual dress will be acceptable on teacher workdays. However, attire must still be appropriate dress, particularly on parent conference days.

- For all instances not specifically prohibited the site administrator shall have discretion on matters of appropriate professional dress.

  Reasonable accommodations shall be made by the site administrator for those employees, who, because of religious belief, cultural heritage, or medical reason request a waiver of a particular part of this staff dress code.

C. CLASS SIZE

1. A class shall not exceed the maximum number of students as recommended by the standards set forth by the Southern Association of Colleges and Schools and Florida Statute.

2. ESOL classes should be two (2) students lower than other comparable classes at that grade level/department. This lower limit allows for growth in these classes when new ESOL students enter the school. Students will not be transferred out of that class in order to maintain the class size at 2 below.

D. REDUCTION IN FORCE (RIF)

In the event the Superintendent determines that the district-wide instructional staff must be reduced, the Association will be notified by the Superintendent, in writing, with an explanation of the reasons for such Reduction in Force (RIF) at least seven (7) days prior to the Superintendent's submission of his/her recommendation to the Board for final Board determination.

1. The Board shall determine the number of positions which will be eliminated. After the number of positions has been determined, the Superintendent will notify the Association of such determination.

   a. Lay-off shall be made as determined by the Superintendent according to the needs of the Citrus County District and identified certification.

      Needs of District include, but not limited to the following:
      a) Highly Qualified
      b) Critical Shortage Area
      c) Aligned to Strategic Plan

b. Where a teacher is in the final year needed to make a person eligible for retirement the teacher will be permitted to finish the year.

c. Where all the above criteria are equal, seniority as defined herein will be the determining factor.

d. Seniority is defined as service in a certificated position, in the Citrus County School District. Seniority shall be calculated from the first duty day of the most recent period of full-time continuous employment within the district, exclusive of long-term leaves of absence without pay. Halftime experience shall count as one-half of full-time experience for the purpose of calculating seniority. Seniority shall accrue annually with a year of seniority to be defined in the same way as a year's credit on the salary schedule.

e. Any member of the bargaining unit who is laid-off as part of a Reduction in Force (RIF) may elect to participate in group insurance programs for a period of one year, provided that all costs of participation are paid by the member.

f. All things being equal after the above considerations, seniority in the subject area (i.e. science, elementary education, etc) will be the next criteria.

g. If subject area seniority is equal, then total seniority in the district including jobs in the district outside the Instructional Bargaining Unit will be the determining factor. Example: two (2) teachers have the same total district and certification job experience, but one of them has an additional five (5) years as a teacher's aide/paraprofessional. All the above criteria being equal this will be the determining factor.

   If this is not a factor, then the following criteria in the order listed below will be a tiebreaker:

   a) Multiple Certifications/Endorsements listed on teaching certificate
   b) Last five (5) years Overall Evaluation rating
   c) Discipline record in the last five (5) years
   d) Level of degree in certified area (ex. of degrees: bachelors, masters, specialists, or doctorate)

2. Recall

The Board shall determine the positions in which recall will be made and the number of teachers to be recalled. When the determination has been made by the Board, the recall will be in inverse order of lay-off considering certification and experience in the type of position being filled.

a. Annual contract teachers shall not have recall rights. Recall rights apply only to Continuing Contract (CC) and PSC teachers.

b. As vacancies become available, the laid-off teacher with the greatest seniority, who has the area of certification needed for the major teaching assignment of the vacancy shall be offered the position first.

c. As long as vacancies exist for which there are certified teachers for the major teaching assignment required by the position, no new teachers shall be hired for the recall period. The recall period shall expire after 12 months following Board action authorizing the RIF.

d. It shall be the responsibility of the laid-off teacher to be certain that the Human Resources Department has a correct, current address during lay-off and to be available for mail notification. Failure to do so may result in the forfeiture of recall rights. A laid-off teacher who is notified of recall must respond within 72 hours from notification, whether or not they accept the recall. Failure of the teacher to respond within that time shall terminate the teacher's right to recall. If the laid-off teacher declines a position, any further recall rights are forfeited.

e. No credit on the salary schedule shall accrue during the laid-off period.

f. No teacher shall have recall rights to a supplemented position.

g. Upon returning to work, the laid-off teacher will resume fringe benefits which had accrued prior to lay-off. These include sick leave and membership, if any, in the Sick Leave Bank, except that the member shall contribute any days due the bank at the time of recall.

E. TEACHER TRAVEL

Teachers whose duties require travel between schools are authorized reimbursement for automobile use pursuant to Florida Statute and current School Board policy.

F. PLANNING PERIOD

Citrus County Schools shall provide teacher planning in a minimum of 30-minute blocks for a total of not less than 150 minutes per week. Schools should make every effort to schedule the 30 minutes during student contact time unless:

- Mandate(s) and/or state statute(s) require the district to expend additional money in order to do so.
- Staff meetings or professional development are scheduled during student contact time that would not allow sufficient time for 30 continuous minutes.
- There is a week in which the school calendar does not contain five full student workdays.

Special schools or programs including, but not limited to: Crest, WTI, Renaissance, Marine Science, AES, and Pre-K may be exempt due to unique scheduling.

Individual teachers may waive all or part of their designated planning time during student contact time.

Any exceptions not listed above shall be reviewed by the CCEA and Superintendent or his/her designee before approved by the Superintendent for implementation.

G. TEST SECURITY

Classroom teachers shall be responsible for the security and storing of standardized test materials when in their possession, as well as following all test security procedures mandates by the state. The District must provide each teacher with a secured space for storage. If the teacher has any issues with the locked space provided, they will notify the school administration in writing via email, after signing the security agreement document or prior to receiving the testing materials.

Article IX – Grievance Procedure

DEFINITION

A grievance is defined to be a complaint by any teacher in the bargaining unit and/or the association based on an event or condition, which is claimed or considered to be a violation, misinterpretation or misapplication of this Agreement.

Nothing contained herein shall be construed as limiting the right of any teacher to pursue a grievance at Step 1 or the informal level without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

STEP A: CONFLICT RESOLUTION

1. Upon notification of a concern, the teacher and the building administrator will meet within five (5) working days to discuss and resolve the concern.

2. The teacher and the administrator have the option of requesting additional participation of other individuals.

3. If there is no resolution of a contractual concern through this process, the grievance procedure will be followed.

STEP B: INFORMAL STEP

1. It is agreed that no grievance shall be presented hereunder which occurred prior to the effective date of this Agreement.

2. A grievance may be resolved at any level without establishing precedent.

3. The failure of the aggrieved to act within the time limits set forth will preclude further appeal of the grievance.

4. All grievances must be signed by the aggrieved party with a statement as to the alleged violation of the Agreement and the remedy requested.

5. Time limits set forth in Sections B and C may be extended by mutual agreement.

6. If a grievance is unresolved at the end of the school term, the time limits will be applied as if school were in session.
7. Re-employment or discharge of probationary teachers (non-retention) is not a proper subject for grievance under the Grievance Procedure.

8. Matters involving discharge of tenured teachers are subject to the Grievance Procedure but only through Formal step four (4) of the Grievance Procedure.

9. Either side may present evidence or call witnesses to testify during grievance conferences. Any new evidence presented during the formal grievance steps may be the basis for an extension of not more than 5 working days to investigate and review new evidence.

STEP C: FORMAL STEP

1. Prior to filing the grievance, the teacher or the Association shall informally meet with the immediate supervisor and discuss the alleged grievance.

2. The Association shall present a signed written statement on an official grievance form of the alleged violation to the Principal or other appropriate administrator within ten (10) school days after a reasonable person should have been aware of the alleged violation. The Principal shall, within ten (10) school days of the receipt of the grievance, confer with the Association to try to resolve the grievance. Within ten (10) school days after the completion of the conference, the Principal shall, give his written decision. A copy of this decision shall be given to the Association.

3. Mediation – The parties may mutually agree to submit the grievance to mediation. The mediator shall be chosen from the list provided by the AAA, FMCS, or Court Mediators. Both parties must mutually agree to the mediator.

   All mediation sessions are closed and what happens in mediation cannot be presented in the Arbitration step. The mediator that is used in this step must not participate in the arbitration step.

4. In the event the grievance has not been resolved through mediation, the Association may file an appeal to the Superintendent or his/her designee. The appeal shall be made within five (5) school days after the receipt of the decision. Within five (5) school days of the receipt of the appeal, the Superintendent or his designee shall confer with the Association in an effort to resolve the grievance. The Superintendent within five (5) school days following the conference shall file his/her written decision with the Association.
5. Within five (5) days after receiving the decision of the Superintendent, the Association may submit the grievance to binding arbitration.

ARBITRATION

The arbitrator's decision shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The Arbitrator's authority shall be strictly limited to the issue(s) presented by the parties**.** The decision must be based solely upon the Arbitrator's interpretation of the meaning of the express relevant language of the Agreement.

SELECTION PROCESS

The Board and the Association shall mutually select a third party from the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceedings. Each party shall bear the full costs for its representation in the arbitration proceedings. The parties shall share the cost of the arbitrator equally.

Article X – Leave

A. SICK LEAVE

1. DEFINED

Any teacher employed by the Board who is unable to perform his/her duties because of personal illness, or because of illness or death of father, mother, brother, sister, spouse, child or other close relative, or member of his/her own household shall be entitled to leave with pay during the period of this absence provided that the days claimed for compensation do not exceed the number of days accumulated leave. The teacher may elect to use one-half sick leave day when necessary.

2. ALLOCATION

Each teacher shall be entitled to four days sick leave as of the first day of employment each contract year, and thereafter shall earn one day of sick leave for each month of employment. This shall be credited to that teacher at the end of that month, and shall not be used prior to the time it is earned and credited, provided that no teacher be entitled to earn more than one day of sick leave times the number of months employment during the year of employment.

3. ACCUMULATION

There is no limit to the number of sick leave days a teacher may accrue. At least one-half of the cumulative leave must be established within Citrus County.

4. TRANSFER OF LEAVE

a. Citrus County will accept cumulative sick leave from other Florida county school systems as provided by law. Teachers must request the county in which the leave was accumulated to certify to the Citrus County Superintendent the number of days of sick leave the teacher has accumulated.

b. A district employee may authorize his or her spouse, child, parent, or sibling who is also a district employee to use sick leave that has accrued to the authorizing employee. The recipient may not use the donated sick leave until all of his or her sick leave has been depleted, excluding sick leave from a sick leave pool, if the recipient participates in a sick leave pool. Donated sick leave shall have no terminal value. Specific procedures for transfer and utilization of sick leave days by family members shall be established by the Human Resources (HR) and Finance Departments.

5. EXCESSIVE ABSENCES

Absence because of illness beyond accumulated sick leave is considered personal leave without pay, unless covered by the sick leave bank.

6. SICK LEAVE BANK

The teachers of Citrus County may participate on a voluntary basis in any sick leave bank which is established by the Board. The Sick Leave Bank Committee shall meet semi-annually to review the operations of the Sick Leave Bank. The Citrus County School Board will develop a memorandum to all employees indicating whether they are in the Sick Leave Bank or not. The procedures for the Sick Leave Bank will be attached to the memorandum.

a. After all Sick Leave Bank policy guidelines and procedures have been met, including medical verification; the sick leave bank will commence to pay the individual.

b. Payment will be made for the days drawn from the Sick Leave Bank in the next pay period. Re-application to the Sick Leave Bank, including medical verification, shall be required for each 20-day increment.

c. In no instance may individuals draw more than 60 days from the Sick Leave Bank for a single illness.

d. DROP and the Sick Leave Bank: If an employee who is entering the Deferred Retirement Option Plan (DROP) is a current member of the Sick Leave Bank, and they wish to continue their membership, they must keep a total of at least nine (9) sick days accumulated on record. If at the time they join DROP they have less than a total of nine (9) accumulated sick days, they must keep all of what they have accumulated on record. If an employee is not a current member of the Sick Leave Bank, they must accrue a minimum of nine (9) sick days to be eligible for the Sick Leave Bank.

7. PERSONAL LEAVE

A teacher may use up to six (6) days of accrued sick leave for personal reasons each year provided:

a. Application for such leave shall be approved or denied by the administration in writing within 3 business days from the day the request is made. If the administrator is absent, notification of a personal leave request shall be made by the employee to the administrator's designee to ensure a timely response to the request.

b. The application clearly indicates the leave request is for personal leave with pay.

c. The personal leave is not cumulative.

8. EMERGENCY LEAVE

A teacher may use up to two (2) days of the six (6) personal leave days cited in Article X, Section 7 for emergencies such as unavoidable personal business provided that:

a. Application for such leave is approved by the principal of the school and the Superintendent in advance of the requested leave. When prior approval is not practical, notice shall be given to the principal and approval sought upon return. Except in the case of fraud and/or continued abuse of this Section, should the leave request be denied, the employee may only be denied pay for such absence.

b. The application clearly indicates the leave is to be emergency leave charged to accrued sick leave.

c. The emergency leave is not cumulative.

9. TERMINAL LEAVE PAY

Terminal leave pay is granted to teachers in the Citrus County School System according to Florida Statute as follows:

a. Terminal pay to teachers at normal retirement or at the end of DROP, or to his/her beneficiary if service is terminated by death, such terminal pay not to exceed an amount determined as follows: During the first three (3) years of service the daily rate of pay multiplied by 35 percent times the number of

days of accumulated sick leave; during the next three (3) years of service the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave; during the next three (3) years of service the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave; and during and after the tenth (10th) year of service the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave. For teachers who have 20 or more years of service, 10 of which must be in Citrus County schools, the amount of terminal pay will be 90 percent of the daily rate of pay times the number of days of accumulated sick leave.

b. 401 (a) QUALIFIED RETIREMENT PLAN (currently Bencor)

1. Employees who are terminating, retiring or entering DROP and have accumulated sick leave pay and/or annual leave pay will participate in the Qualified Retirement Plan (currently Bencor).

2. Provisions of the Qualified Retirement Plan are available through the school district payroll department.

c. Information about terminal pay options will be in the contract, will be presented with other retirement information by Personnel and Payroll, and will be posted on the bulletin board at each school site and workplace.

B. LINE OF DUTY

Leave is granted according to law when the teacher is absent from duty because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work and shall not count as sick leave. Such leave is granted up to a maximum of ten (10) days for each instance.

C. MILITARY LEAVE

Military leave, for teachers in the Reserves or National Guard, will be granted with pay, according to law.

D. JURY DUTY

An employee of the school board who is summoned for jury/witness duty shall be granted temporary duty leave.

E. LEAVE OF ABSENCE

1. PERSONNEL ON ANNUAL CONTRACT - Leave of absence is granted to teachers on annual contract with or without promise of re-employment at the discretion of the Board.

2. PERSONNEL ON CONTINUING OR PSC CONTRACT - Teachers may be granted a leave of absence for up to one year for Military, Illness or Maternity reasons. Up to a year's Personal Leave of Absence may be granted on the recommendation of the Superintendent at the discretion of the School Board.

F. OTHER PERSONAL LEAVE

Except as otherwise provided herein, all personal leave shall be without pay.

1. NON-EDUCATIONAL MEETINGS - Absence from duty for the purpose of attending non-educational meetings is personal leave.

2. APPROVAL - Prior approval of the Principal and Superintendent are required for the authorization of personal leave.

G. FAMILY MEDICAL LEAVE (FMLA)

Employees shall be granted leave under the FMLA as per Federal Guidelines.

H. RETRAINING

1. The Citrus County School Board and the Citrus County Education Association will work together for the establishment of a retraining program for teachers and support staff professionals in the Citrus County School System. The Superintendent shall appoint two members to a committee (2 administrators) and CCEA shall appoint three members to the committee. The committee chairperson shall be selected by the committee.

2. As minimum elements the plan shall include an application procedure, a set of criteria for evaluating the applications, a mechanism for identifying teachers and support staff professionals who need assistance in adding areas of certification which would increase their ability to serve district needs, and upgrading skills or subject matter as technology or content changes (i.e. vocational teachers or math teachers learning computers or support staff professional learning computer programs that will enhance their job skills).

3. The Board will agree to designate a minimum of $15,000 for this purpose each school year.

4. Application forms are available at each site.

5. CCEA agrees that $5,000 can be taken out of the Retraining money line item to be used to pay for additional mentors in the 2021-2022 budget.

   This transfer of money will be reviewed each year in April to assess the need.

Article XI – Compensation and Insurance

A. INSURANCE

1. Beginning on December 15, 2023, and for the duration of this agreement, the Board's contribution shall be $594.00 per month, toward the insurance program for those employees in the bargaining unit who elect to participate in the health insurance program which becomes effective in the School System on January 1st. In the instance when an employee and the employee's spouse are both employees covered by this agreement, the Board agrees to contribute the same amount per month on behalf of each employee, without regard to whether one of the two is covered as a dependent, provided such payment does not exceed the amount of the health insurance premium.

2. Teachers on approved leave may continue the insurance benefits they enjoyed at the commencement of said leave for a period of one (1) calendar year from the commencement provided the employee pays all premiums due with no contribution or participation by the employer.

3. The Insurance Committee shall meet quarterly or a minimum of four (4) times a year. Additionally, two (2) members of the committee with the approval of a majority of the membership may call committee meetings. The membership of the committee shall proportionally reflect the make-up of the insurance pool.

B. SALARY

The parties agree that the base salary for new hires shall be in accordance with Appendix A.

Performance pay, cost of living increases, and/or market adjustments will be negotiated annually in accordance with Florida statute.

C. EXTRA DUTY SUPPLEMENT

Extra duty supplements for teachers covered by this Agreement are set forth in Appendix B which is attached to and incorporated into this Agreement.

1. Supplement pay shall be included in the regular paycheck.

D. EXTENDED SCHOOL YEAR

The following calculation shall be used to determine extended school year compensation:

Individual Annual Contract rate divided by 196 days	= Daily rate
Daily rate divided by 7-3/4 hours (school day)	= Hourly rate
Hourly rate x hours worked	= Salary

Hours worked, and planning periods of reasonable duration will be set by each administrator who has an extended school year program.

Upon Mutual agreement between the bargaining unit member and the Administrator/Supervisor, the employees may be scheduled to work beyond their contracted days. Employees shall be compensated at their regular rate of pay for all days worked beyond their contracted days, unless otherwise outlined on the Extra Duty Rates of Pay Chart. This does not preclude employees from attending trainings on their own time without compensation.

E. HOME BOUND

Teachers of home bound students shall be paid at their hourly rate**.**

F. AFTER SCHOOL ASSISTANCE PROGRAM (ASAP)

1. Voluntary (at $12.00/hr. plus benefits)
2. Make all reasonable effort not to exceed a student-teacher ratio of 9 to 1.

Supplements for Advanced Degrees

All employees are eligible to receive advanced degree supplements.

For bargaining unit members hired on or after July 1, 2011, to qualify for advanced degree compensation, the advanced degree earned must be in an area of certification currently on the bargaining unit member's certificate in accordance with Florida Statute 1012.22. The application of an advanced degree that is not clearly identified on a certificate will be determined by the Human Resources (HR) Department after a review of the requesting member's transcript. The CCEA President will be notified of all submissions for advanced degree supplements that are denied.

Master Degree:	Add $2,000
Specialist Degree:	Add $3,000
Doctorate Degree:	Add $4,000

Degree Changes – Degree changes shall be in effect as of the date the degree is granted by the college and/or university.

Performance Pay Summary

1. Beginning fiscal year 2014-2015 all previous instructional pay scales will be dissolved and the new performance pay schedule will be implemented (effective July 2014).

2. Teachers will begin this system of calculating raises by being placed on the attached placement salary schedule. Employees will be placed on the level that is nearest to their current salary without a reduction in pay, as reflected on the schedule.

3. Steps will become levels and not be reflective of years of service.

4. Annual salary adjustments as reflected in the formula, for bargaining unit members covered by this agreement shall be based on performance determined under F.S. 1012.34 as soon as all appropriate performance evaluations are received (to include VAM scores) and are negotiated by the parties.

5. Salary adjustments shall be applied retro-active to the first contract day of the current school year.

6. Each year, Administration and CCEA will negotiate the total amount of money to be designated for the CCEA Instructional employee raises.

7. Annually determine if a portion of the designated funds will be used toward an across the board COLA. COLA will not exceed 50% of the annual adjustment provided to instructional personnel rated as effective.

8. Apply formula to determine the value of X. This is applied to the funds available remaining after the COLA is deducted (if applicable).

9. The following formula-based system of calculation will be used to determine individual employee's salary increase.

    a. Instructional employees holding a Professional Service Contract or Continuing Contract who receive effective or highly effective will receive 99% of the value of "X".

    b. Instructional employees not holding a Professional Service Contract or Continuing Contract who receive an effective evaluation will receive 75% of the value of "X", per Florida State Statue, this adjustment will be equal to at least 50% and no more than 75% of the annual adjustment provided for a highly effective employee of the same classification.

    c. Instructional employees not holding a Professional Service Contract or Continuing Contract who receive a highly effective will receive the value of "X".

    d. Beginning with the 2014/15 Fiscal Year, a bargaining unit member who receives an overall rating of less than effective on their annual performance evaluation shall not advance on the Performance Pay Schedule until they received an overall rating of effective or above. However, any such employee shall receive any other increase collectively bargained between the Association and the District.

10. The parties agree that none of the above requires Instructional Employees to relinquish their Professional Service Contract or Continuing Contract (PSC/CC).
11. Remove Step Increments and Experience compensation for Appendix A in our current contract. There will no longer be automatic steps.
12. If the law no longer requires a Performance Pay Plan/Schedule, the salary schedule may revert back to a negotiated experience pay scale with CCEA automatic steps.

<u>Formula Used to Determine Performance Pay</u>

$$PFP = x(HE) + .75x(E)$$

Experience Credit

Credit shall be granted on the current salary schedule as follows:

- Up to five (5) years of credit on the salary schedule will be granted for documented military service
- Any new employee who is receiving an in-state/out-of-state Educator Retirement Benefit will be placed at the beginning of the salary schedule
- In-county teaching experience (with a minimum of five years service in Citrus County) for which retirement benefits are being received – Starting salary + $350
- Out-of-state and out-of-county teaching experience – full credit
- Occupational experience (Only that which is acceptable for Florida Certification in a specific vocational area) – full credit

Retiree Retroactive Benefits

Upon written request, benefits retroactive to July 1 of the contract year will be provided for retirees. The Board will send a notification letter to the last known address of the retiree.

Title I Differential Pay

Differential pay is a $50 supplement to all instructional staff who are assigned to a Title I eligible school. All teachers assigned to a Title I eligible school as of November 30, will receive a onetime payment on January 15, as long as mandated by statute.

CREST Supplement

All instructional employees, classroom teacher aides, health room aides and secretaries/clerks assigned to CREST are eligible to receive differentiated pay in the amount of $400 per year which will be prorated based on number of contract days completed at CREST. This check will be distributed in the employee's final check of their contract year.

BUS AIDES

ESE aides, by job description, are the only support staff designated to ride a bus to accompany students. In the event there are not ESE aides available to ride the bus, the process will be to seek volunteers from the support staff based on student need. Administration would manage the bus ridership first through:

1. Flex time
2. Comp time
3. Overtime

If no one from support staff volunteers, a teacher may volunteer in exchange for flex time.

Article XII – Effect of Agreement

A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto.

B. Should any Article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law, but the remaining Articles, sections and clauses shall remain in full force and effect for the duration of the agreement, if not affected by the deleted Article, section or clause.

Article XIII – Duration of Agreement

This agreement shall be effective as of July 1, 2022, and shall remain in effect until June 30, 2025.

Either party may bring any article or section to the table. However, it is not the intent to reopen the total contract prior to the expiration date.

In the event this agreement expires prior to ratification of a new agreement, the current contract will remain in effect until a new agreement is ratified by the bargaining unit and School Board.

Article XIV – Ratification of Agreement

This agreement is signed and adopted this ____ day of September 2022.

In witness thereof:

for the School Board of Citrus County	for Citrus County Education Association
_____	_____
School Board Chair	President
_____	_____
Superintendent	Executive Director

APPENDIX A: Salary Placement Schedule

Teachers NEW to Citrus County
Placement Pay Schedule
Effective July 1, 2023

Years Experience	Salary
0 – 15	$50,000
16	$50,350
17	$50,700
18	$51,050

Supplements for Advanced Degrees

All employees are eligible to receive advanced degree supplements. However, employees hired on or after July 1, 2011, shall be awarded advanced supplements in accordance with Florida State Statute 1012.22.

Master Degree:	**Add $2,000**
Specialist Degree:	**Add $3,000**
Doctorate Degree:	**Add $4,000**

EXPERIENCE CREDIT

Credit shall be granted on the current salary schedule as follows:

- Up to five (5) years of credit on the salary schedule will be granted for documented military service
- Any new employee who is receiving an in-state/out-of-state Educator Retirement Benefit will be placed at the beginning of the salary schedule
- In-county teaching experience (with a minimum of five years service in Citrus County) for which retirement benefits are being received – Starting salary + $350
- Out-of-state and out-of-county teaching experience – full credit
- Occupational experience (Only that which is acceptable for Florida Certification in a specific vocational area) – full credit

APPENDIX B
SUPPLEMENTAL PAY

Definition of Supplemental Pay: Positions that require duties outside the regular school day and/or positions that require specialized expertise and/or certification. Beginning with the 2021-2022 contract year, supplements in Appendix B will be calculated as a percentage of the minimum base instructional salary. As the minimum base instructional salary is improved, Appendix B supplements will be adjusted to maintain the agreed percentage.

	Percent minimum base salary	2023-24 Supplement Amount
General		
*District Dive Coach	4.07%	$2,035.00
*Special Olympics	5.74%	$2,870.00
HIGH SCHOOL		
*Activities Director	8.44%	$4,220.00
*Head Football Coach	8.44%	$4,220.00
*Assistant Football Coaches	5.74%	$2,870.00
*Head Basketball Coach	5.74%	$2,870.00
*Head Baseball Coach	5.74%	$2,870.00
*Softball Coach	5.74%	$2,870.00
*Head Track Coach	5.74%	$2,870.00
*Wrestling Coach	5.74%	$2,870.00
*Volleyball Coach	5.74%	$2,870.00
*Cheerleader Coach	5.74%	$2,870.00
*Band Director	5.74%	$2,870.00
*Soccer	5.74%	$2,870.00
*Vocational Agriculture Teacher (must have FFA)	4.56%	$2,280.00
*Yearbook Sponsor	4.56%	$2,280.00
*Drama Coach	4.56%	$2,280.00
*Choral	4.56%	$2,280.00
*School Newspaper	4.56%	$2,280.00
*Academic Quiz Coach	4.56%	$2,280.00
*Breez	4.56%	$2,280.00
*Assistant Basketball Coach	4.07%	$2,035.00
*Assistant Baseball Coach	4.07%	$2,035.00
*Assistant Softball Coach	4.07%	$2,035.00
*Assistant Track Coach	4.07%	$2,035.00

*Assistant Wrestling Coach	4.07%	$2,035.00
*Tennis Coach	4.07%	$2,035.00
*Golf Coach	4.07%	$2,035.00
*Assistant Volleyball Coach	4.07%	$2,035.00
*Cross-Country Coach	4.07%	$2,035.00
*Weightlifting Coach	4.07%	$2,035.00
*JV Cheerleader Coach	4.07%	$2,035.00
*Auxiliary Marching Unit	4.07%	$2,035.00
*Assistant Soccer Coach	4.07%	$2,035.00
*Swimming	4.07%	$2,035.00
*Head Flag Football Coach	4.07%	$2,035.00
*Assistant Flag Football Coach	2.85%	$1,425.00

MIDDLE SCHOOL

*Athletic Director	4.56%	$2,280.00
*Head Football Coach	4.56%	$2,280.00
*Assistant Football Coach	3.45%	$1,725.00
*Basketball Coach	3.45%	$1,725.00
*Volleyball Coach	3.45%	$1,725.00
*Cheerleader Coach	3.45%	$1,725.00
*Band Director	3.45%	$1,725.00
*Vocational Agriculture Teacher (must have FFA)	2.89%	$1,445.00
*Drama Coach	2.39%	$1,195.00
*Yearbook Sponsor	2.39%	$1,195.00
*Track Coach	1.78%	$ 890.00
*Tennis Coach	1.78%	$ 890.00
*Golf Coach	1.78%	$ 890.00
*Assistant Volleyball Coach	1.78%	$ 890.00
*Auxiliary Marching Unit	1.78%	$ 890.00
*Cross Country	1.78%	$ 890.00
Intramurals	1.23%	$ 615.00

*SUPPLEMENT EXPERIENCE INCREMENT:
Bargaining unit members serving in supplemented positions identified with an asterisk (*) will receive $100 for every three (3) years of in-county experience in the role. Experience increment for athletics shall be based on in-county experience with the sport regardless of gender. Years of in-county experience prior to a break in service shall be counted toward the calculation of the experience increment.

EXTENDED SEASON INCREMENT (Athletic Only):

Individual athletic supplements shall be improved by ten percent (10%) for each level of competition beyond the district in an extended season.

With Superintendent approval, Cheerleader Coaches and/or Band Directors may receive a five percent (5%) improvement to supplements for participation in extended athletic seasons beyond the district level of competition.

All supplemental positions shall be posted in the same manner as all instructional positions.

APPENDIX C: Differentiated Pay

Definition of Differentiated Pay: Positions that requires specialized expertise and/or certification and may require duties outside regular school day.

GENERAL

Master's Degree	$2,000
Specialist Degree	$3,000
Doctorate Degree	$4,000
School Psychologist	$9,400
School Social Worker	$2,400**
Financial Aid Advisor, Technical College	$2,400
Speech Language Pathologist (M.A.)	$9,400
Peer Teacher	$514
Peer Teacher (for any additional beginning teacher)	$300

HIGH SCHOOL

Guidance Counselor	$3,000
ESE Specialist	$3,000**
School Based Activity (per school)	$2,400***
Department Heads (max. of 8 High School)	$1,210

MIDDLE SCHOOL

ESE Specialist	$2,400**
Guidance Counselor	$2,400
School Based Activity (per school)	$1,906***

ELEMENTARY/CREST/WITHLACOOCHEE TECHNICAL INSTITUTE

ESE Specialist	$2,400**
Guidance Counselor	$2,400
School Based Activity	$1,442***

Title I Differential Pay

Differential pay is a $50 supplement to all instructional staff who are assigned to a Title I eligible school. All teachers assigned to a Title I eligible school as of November 30, will receive a one-time payment on January 15, as long as mandated by statute.

**Employees hired for a differentiated pay position prior to July 1, 2008 are receiving the previously negotiated rate of $3800.00.

***SCHOOL BASED ACTIVITY**: This supplement is for extra activities beyond the normal routine duties expected of teachers. The supplement may be given in whole or in part based upon the extent of the responsibilities. This supplement may not be added to an already existing supplement. In order to receive the supplement, the principal shall submit a plan to the Superintendent and CCEA. (Examples: department head, team leader, safety patrol, senior/junior class sponsor, etc.)

Column 1 indicates supplemental positions filled prior to July 1, 2008. Column 2 indicates supplemental positions filled as of July 1, 2008.

GENERAL	**Column 1**	**Column 2**
School Social Worker	$3,800	$2,400
ESE Specialist (High School)	$3,800	$3,000
ESE Specialist (Elem/Middle/Other)	$3,800	$2,400
Marine Science Resource Specialist	$3,800	
Special Olympics	$2,400	
Guidance Counselor (High School)	$1,906	$3,000
Guidance Counselor (Elem/Middle/Other)	$1,906	$2,400
Peer Teacher	$514	
Peer Teacher (for any additional beginning teacher)	$300	
School Based Activity Supplement (per school)	$2,400***	
Department Heads (maximum of 8 per High School)	$1,210	

ADDENDUM D: MEMORANDUMS OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITRUS COUNTY SCHOOL DISTRICT ("District")

AND THE

CITRUS COUNTY EDUCATION ASSOCIATION ("CCEA" or "Union")

Citrus eSchool

In recognition of the sometimes-unique instructional requirements to support virtual learning, the parties mutually agree to the following working conditions for Citrus County teachers assigned to Citrus eSchool for the 2023-2024 school year. There is no intent to limit, modify or diminish any rights or privileges contained within the collective bargaining agreement except as expressly stated herein.

1. Full-time teachers will be compensated according to the Instructional Salary Schedule. Part-time teachers may be hired on an as needed basis and will be compensated at their hourly rate for one hour per course each regularly scheduled workday. All positions will be posted internally for current Citrus County teachers prior to posting for external applicants.
2. Recognizing the uniqueness of virtual instruction, teachers subject to involuntary transfer due to staff reductions at brick-and-mortar schools will not be force transferred to Citrus eSchool unless there are no other vacancies in the district for which they are qualified.
3. A teacher's student load may vary across a semester based on individual student work pace. We recognize the state does not set class size limits on eSchool courses, however both parties agree that the number of students assigned to a teacher should be reasonable and fiscally attainable.
4. Teachers will be provided a laptop computer and will have access to an on-campus workspace with internet access and district telephone number with voicemail. Teachers will not be required or encouraged to utilize personal device(s).
5. Teachers may be permitted to work remotely provided they have high-speed internet access. Teachers shall be given at least one week notice for any in person scheduled staff meeting.
6. When required by franchise agreement, teachers will be expected to return student and parent communication within 24 hours and grade assignments within 48 hours. Weekends and non-workdays shall not be counted in the 24 or 48 hours. Teachers may communicate proactively with Administration regarding any concerns(s) in meeting the deadline(s) in the franchise agreement. Administration will take into account any relevant circumstances that are communicated with them.
7. Teachers will be required to establish and publish weekly "office hours" during which students and parents will be able to communicate with the teacher via telephone. These hours will be mutually determined by the teacher and Administration so as not to exceed a 7 ¾ hours workday.
8. Teachers will be expected to comply with the rules and procedures established in the Citrus eSchool staff handbook.
9. Full time teachers will be evaluated by the Citrus eSchool administration. Part-time teachers will continue to be evaluated by their respective school administration.
10. Deficiencies in performance will be addressed by Citrus eSchool administration. Citrus eSchool teachers who are unsuccessful in correcting virtual instruction performance deficiencies after appropriate retraining and supports

have been offered could be reassigned to brick and mortar. Citrus eSchool teachers will have the same due process afforded to them as brick and mortar teachers who do not correct deficiencies.

11. The District and CCEA will meet as needed to discuss the status of eSchool.

This MOU shall be in effect through June 30, 2024. The parties recognize that the early years of implementation of any new program could present many opportunities to problem-solve unanticipated challenges. The District and Union mutually agree to revisit and as necessary further modify the terms of this agreement.

Dated this 13 of September, 2023

For the Board

For the Union

Instructional

Market adjustment:

The base instructional salary will be $50,000.

All returning instructional staff with at least one year of service credit in district will receive $2,200 or 4.3% market adjustment (whichever is greater).

*Market adjustment will be retroactive to July 1, 2023, and adjusted to daily rate for staff not on a 196-day contract.

Pay for performance:

$60,000 will be distributed to qualifying instructional staff according the Performance Pay formula negotiated and ratified in 2022.

Classified & Professional Technical Support

Compressed steps in the Classified Support salary schedule will be incrementally adjusted between 2-3.75% to alleviate compression on lower steps.

Step 0 on uncompressed lanes in both Classified & Professional Technical salary schedules will receive a 2.75% increase.

All other uncompressed steps in both salary schedules will receive a 4% increase in addition to the step awarded in July 2023.

Support on the top step who did not receive a step adjustment in July 2023 will receive a 5.5% increase.

*Increases for Classified and Professional Technical will be retroactive to July 1, 2023.

For the Board

9/25/2023

Date

For the Union

9/25/23

Date