

Agreement Instructional Unit

2024-2027

Between the Putnam Federation of Teachers/United
FEA, NEA, AFT, AFL-CIO and the District School Board of Putnam County



PREAMBLE

THE BOARD AND THE UNION ACKNOWLEDGE THAT DURING THE NEGOTIATIONS WHICH RESULTED IN THIS AGREEMENT EACH HAD THE RIGHT AND OPPORTUNITY TO MAKE PROPOSALS WITH RESPECT TO SALARIES, HOURS, TERMS AND CONDITIONS OF EMPLOYMENT, AND THAT THE UNDERSTANDINGS AND AGREEMENTS ARRIVED AT BY THE PARTIES AFTER THE EXERCISE OF THAT RIGHT AND OPPORTUNITY ARE SET FORTH IN THIS CONTRACT.

THE BOARD AND THE UNION FOR THE LIFE OF THIS CONTRACT VOLUNTARILY AND WITHOUT QUALIFICATION WAIVE THE RIGHT AND EACH AGREES THAT THE OTHER SHALL NOT BE OBLIGATED TO BARGAIN COLLECTIVELY WITH RESPECT TO ANY SUBJECT OR MATTER COVERED BY THIS CONTRACT UNLESS OTHERWISE SPECIFIED HEREIN.

AGREEMENT HAS BEEN REACHED BETWEEN THE PARTIES HERETO INCLUDING FORMAL RATIFICATION OF THE TERMS HEREIN BY THE GOVERNING BODY OF THE BOARD AND BY THE UNION.

IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, IT IS HEREBY AGREED AS FOLLOWS:

PURPOSE

IT IS THE INTENT AND PURPOSE OF THIS AGREEMENT TO ASSURE SOUND AND MUTUALLY BENEFICIAL WORKING AND ECONOMIC RELATIONS BETWEEN THE PARTIES HERETO AND TO PROVIDE AN ORDERLY AND PEACEFUL MEANS OF RESOLVING ANY MISUNDERSTANDING OR DIFFERENCES WHICH MAY ARISE AS A RESULT OF IMPLEMENTING THIS AGREEMENT AND TO SET FORTH HEREIN BASIC AND FULL AGREEMENT BETWEEN THE PARTIES CONCERNING WAGES, HOURS, AND TERMS AND CONDITIONS OF EMPLOYMENT. THERE SHALL BE NO INDIVIDUAL ARRANGEMENTS OR AGREEMENTS MADE COVERING THIS AGREEMENT OR ANY PART OF THIS AGREEMENT CONTRARY TO THE TERMS PROVIDED HEREIN.

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Article 1 – Recognition

- A. The Union recognizes the Board as the public employer of the teachers and agrees to negotiate only with the Board through the Superintendent or his/her designee.
- B. The Board recognizes the Union 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 Relation Commission on the twenty-fifth day of April, 1975. The right shall not be granted to any other employee or professional organization.
- C. Such representation shall include all instructional employees and exclude all administrative, confidential, and classified employees.

Article 2 – Definitions

- The term “Board,” when used hereinafter in this Agreement, shall refer to any District School Board of Putnam County, Florida, and/or their designee(s). The board is the public employer of district employees.
- The bargaining unit is employees certified by PERC.
- The term “teacher” shall refer to all persons eligible to be in the recognized bargaining unit.
- The term “employee” shall refer to all persons eligible to be in the recognized bargaining unit.
- The term “days” when used in this Agreement shall mean teacher working days.
- The term “parties” when used in this Agreement shall refer to the Union and the Board.
- The term “supervisor” shall mean any administrator or supervisor, or their designee, appointed by the School Board, designated by the Superintendent, to supervise a work center.
- The term “grievant” shall mean teacher or group of teachers.
- The term “grievance” shall be a violation of a provision of this Agreement.
- The term “seniority” shall mean total service in any instructional unit bargaining position with the Putnam County School District. Where total service is equal, continuous service will be the determining factor. Any Board approved leave in excess of twelve (12) weeks will not count as service with the employer for seniority purposes, but seniority will recalculate upon return to service. Employees whose seniority dates are the same will have their seniority rank determined by a drawing with a Union representative present.
- The term “experience” will mean documented teaching experience from an accredited institution and will be credited for the purpose of salary. Experience will not impact seniority.
- The term “accrued time” will mean time earned by an employee in a preapproved activity that occurs beyond the contract hours. Such time must be approved in advance and established by the site supervisor and may not be an activity for which the employee receives a supplement or other form of compensation. Each site will develop a method for tracking such time. Accrued time may be used in lieu of or in combination with sick or personal leave beyond student contact time and must be used within the contract year from the date earned. Use of accrued time requires preapproval of the site supervisor. Accrued time is nontransferable and may not exceed 80 hours per contract year. Accrued time has no cash value. Time not used within that contract year will be lost. Employees will have a 31 day grace period at the start of each new contract year to use any accrued time from the previous year.

Article 3 – Negotiations Procedures

A. In any negotiations described in this Agreement, neither party shall have control over the selection of the negotiating representatives of the other party. Negotiating sessions will be held at mutually agreed dates and times. The date and time of the next session will be agreed upon as the last item discussed in each meeting. Meetings will be normally held in the Administrative Building and will not exceed four (4) hours in length, except by mutual agreement. All negotiation sessions are open to the public. The Union or the Board may record during negotiations.

B. The parties negotiating representatives shall have the power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Throughout negotiations, all tentative agreements will be signed by representatives designated by each party. Each party will retain two (2) signed copies of any final agreement.

It is recognized that no agreement between the parties will be final until signed by the chief negotiator(s) and ratified by a majority of the employees voting, as outlined by the Florida Statutes and subject to any revisions or amendments thereto.

C. The Board will provide the Union with a bargaining unit list in excel format, the number of employees dropped and/or added during the previous year; and available budgeting information.

D. During negotiating sessions, either party may caucus privately upon request. Effort will be made by each party to limit the length of its caucuses to thirty (30) minutes or a time agreeable to both parties.

During negotiations access to a printer will be provided to the Union at no cost to be used exclusively during the negotiation sessions.

E. During the course of any negotiations described in the Article, the parties mutually pledge that such negotiations will be conducted in good faith. If either party determines that further negotiations seem impossible of producing a satisfactory agreement, then either party may declare impasse per Florida Statutes.

F. Negotiations may be reopened during the life of this Agreement and prior to negotiations for a successor agreement, only by mutual agreement of the parties. In the event of such agreement, the parties agree to cooperate in arranging meetings, furnishing necessary information and otherwise constructively considering and resolving any such matters.

G. If either party desires to modify or amend this Agreement, a written notice must be submitted to the other party prior to March 1, of the year in which the Agreement expires. If such notice is given, negotiations for a successor agreement shall be initiated on or before June 1st.

Article 4 – Grievance Procedure

A. PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to violations of this Agreement. Both parties agree these proceedings shall be kept as informal and confidential as is appropriate.

B. DEFINITIONS

Definitions as defined in Article 2.

C. REPRESENTATION

Any teacher/employee will have the right to request representation by the Union at any step of the grievance procedure. No grievant may be required to discuss any grievance if the Union representative is not present if such representation has been requested by the grievant. A grievant shall not be represented by a representative of any other external organization (i.e. PEN or other associations/labor Unions). Nothing in this article will be construed as preventing any employee from presenting his/her own grievance, provided the Union has been given the first right of refusal to process the grievance. The Union shall be given the opportunity to be present at any meeting calling for the resolution of a grievance. If the Union is not a party to the grievance, representatives of the Union may be present to ensure the integrity of the collective bargaining agreement. Nothing in this Agreement shall be construed to prevent any teacher from presenting at any time his/her grievances in person or by legal counsel as outlined in Florida Statute Chapter 447.

D. GRIEVANCE PROCEDURES

Prior to the submission of a grievance under this Section, the teacher/employee should attempt to meet with his/her immediate supervisor to engage in informal efforts to resolve the grievance within 15 days of the alleged violation. The supervisor shall respond orally within ten (10) days.

1. Level 1 – Worksite

Within thirty (30) days of alleged violation, the Union may present the grievance in writing to the grievant's immediate supervisor who will arrange for a meeting within fifteen (15) days after receipt of the grievance. The grievant, a Union representative, and the grievant's immediate supervisor may also request that a representative of the administration be present on his/her behalf. The supervisor must provide the Union and the grievant a written answer on the grievance within fifteen (15) days from the date of said meeting. The answer will state the rationale for the decision. By mutual agreement, the timelines may be extended to achieve the most suitable resolution.

2. Level 2 – District

If the Union and the grievant are not satisfied with the disposition of the grievance at Level 1, the grievance may be referred to the Superintendent. The Superintendent or the Superintendent's designee shall arrange for a meeting with representatives of the Association and the grievant(s) to take

place within fifteen (15) days of receipt of the appeal. The Superintendent or the Superintendent's designee shall have fifteen (15) days to provide a written answer after the meeting has been completed. The answer shall state the rationale for the decision. This time limit may be extended only by mutual consent of the parties.

*The parties may mutually agree after the Level 2 hearing decision to pursue resolution through mediation, with no impact on the necessary timelines.

3. Level 3 – Arbitration

If the Union is not satisfied with the disposition of the grievance at Level 2 or if the time limit for response at Level 2 has expired without the issuance of the required written answer, the grievance may be submitted within thirty (30) days to final and binding arbitration according to the rules of the American Arbitration Association or Federal Mediation and Conciliation Services.

a. The arbitrator will have no power to alter, add to, subtract from, disregard, or modify any of the terms of this Agreement. He/she shall have no power to rule on any of the following:

- Failure to re-employ any probationary contract teacher
- The failure to reassign a teacher to an extracurricular position

b. The arbitrator's own powers will be limited to deciding whether the express articles or sections of this Agreement have been violated; and, he/she shall not thereby mandate continuing obligations or policy changes beyond the remedy for the individual grievant or affecting conditions prior to or beyond the life of this Agreement.

If the question of arbitrability is raised by the Board, the question will be answered by the arbitrator.

The arbitrator's decision will be in writing and will set forth findings of facts, reasoning and conclusions on the issue submitted. The decision of the arbitrator will be final and binding on the grievant and on the Board.

E. TIME LIMITS

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at any level should be considered as a maximum and every effort should be made to expedite the process.
2. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the Board and the Union. Grievances filed after May 1, shall be processed as expeditiously as possible so that the grievance may be resolved prior to the end of the school term or as soon thereafter as practical.
3. Any grievance shall be filed within thirty (30) days of the alleged violation. When illness, injury, or other emergency prevents the filing of a grievance or the appearance of the grievant(s) at a grievance meeting, the time limits shall be extended to such time as the grievant(s) can file such grievances or

appear at such meeting. Such evidence for delayed notification must be in writing.

4. Notwithstanding the expiration of this Agreement, any complaint or grievance having begun thereunder shall be processed to completion under the terms and conditions of this Article.

F. COSTS

1. Grievances will ordinarily be processed after regular working hours of the grievant(s). However, should a grievance meeting take place during work hours, the grievant(s) and the Union representative(s) shall be excused from their regularly scheduled duties and shall suffer no loss in pay. When the District has the authority to schedule grievance meetings, the District will assume the costs associated with substitutes, if needed for the grievant(s) and any witnesses if a grievance meeting is scheduled during the student day.
2. Should either the Board or the Union request a transcript of the proceedings at Level 2 or 3, then the requesting party shall bear full costs of the transcript. If each party requests a transcript, the cost of the two transcripts will be divided equally between the parties.
3. Grievance arbitration expense will be borne equally by the Board and the Union.

G. MISCELLANEOUS

1. All teachers/employees are entitled to fair, reasonable and equitable treatment in the processing of grievances. A teacher who participates or intends to participate in any grievance shall not be subjected to sanctions, discipline, reprimand, warning, reprisal or transfer because of such participation or intention to participate.
2. All documents, communications and recordings dealing with the processing of a grievance will be considered confidential to the extent permitted by law and will be filed separately from the personnel files of the aggrieved teacher. Grievances shall be conducted in private to the extent permitted by law.
3. Grievances shall be filed on the form attached hereto as Appendix G.
4. Identical grievances with identical relief sought, arising at more than one building and grievances arising at a level other than the building level, shall be processed in the manner specified above, except that such grievances will be initiated with the Superintendent or the Superintendent's designee rather than the grievant's immediate supervisor. If a grievance affects multiple employees at one (1) or more school(s)/worksite(s), the Union may file a class action grievance at Level two (2) of the procedure.
5. Nothing in this contract will preclude the withdrawal of a grievance at any point in the process by the grievant.

Article 5 – Teacher Rights

- A. The Board and the Union hereby agree that every employee shall have the right to freely organize, join, and support the Union. The Board and the Union undertake and agree that they will not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of any rights conferred by this Agreement, laws of Florida, the Constitution of Florida, or the Constitution of the United States and that there will be no discrimination against any employee with respect to wages, hours, or any terms of conditions of employment.
- B. The provisions of the Agreement will be applied by the Union and the School Board. Neither party will discriminate nor tolerate harassment in its educational programs or activities on the basis of race, color, national origin, sex (including sexual orientation, transgender status or gender identity), disability (including HIV, Aids, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, which are classes protected by State and/or Federal law (collectively, “protected classes”).
- C. The Board will upon written authorization from the teacher deduct from the salary of any teacher and make appropriate remittance to approved financial institutions payments for insurance, annuities, association dues or similar programs of economic services approved by the Board.
- D. Nothing contained herein will be construed to deny or restrict any employee of any rights he/she may have under the Florida Statutes or other applicable laws and regulations. The rights granted to employees hereunder will be deemed to be in addition to those provided elsewhere.
- E. Administrators will not reprimand an employee in the presence of other employees (not including administrators), students, and/or parents. Should an administrator need to counsel an employee regarding a concern just causes and progressive discipline will be used. The steps in this program are:

First Offense – Verbal Warning:

The Supervisor shall document this conversation using the Verbal Reprimand Form (See Appendices). This document does not require the employee’s signature and cannot be placed in the employee’s personnel file. This document will become null and void within a calendar year from the date of occurrence if no other documented disciplinary matters have occurred.

Second Offense – Employee Conference:

This document notifies the employee in writing of continuing concerns which may result in a written reprimand if not corrected within a specified time. The employee conference will be documented on an Employee Conference Form (See Appendices).

Third Offense – Written Reprimand:

The written reprimand will be documented on the Record of Reprimand Form (See Appendices) and include the NEAT procedure:

N = Notice of deficiencies

E = Explanation of deficiencies and suggestions for correction

A = Assistance rendered to correct deficiencies

T = Time for alleged deficiencies to be corrected

The severity of the offense may justify skipping some of the progressive steps. Each disciplinary situation shall be assessed on an individual basis considering all pertinent factors. Disciplinary action shall be consistent throughout the district.

- F. When a teacher is involved in circumstances which will result in a written warning, verbal or written reprimand, or recommendation for suspension, the teacher who is a member of the Association may have Union representation present at the conference between an administrator and the teacher which relates to the matter. The employee will be given prior notice as to the nature of the meeting and advised of the right for Union representation. The teacher will have the right to postpone the conference until representation is available. Except in cases of emergency, it is the teacher's responsibility to have a representative present within three (3) working days.
- G. If a teacher needs clarification regarding a directive from his/her principal, he/she may request clarification in writing and the principal will respond within three (3) working days.
- H. The private and personal life of an employee is not the concern of the Board unless it reduces his/her effectiveness as an employee.
- I. A teacher will be advised if the Board has initiated an investigation for said teacher by the Professional Practices Services.
- J. The Board or its representatives upon any complaint by a parent or student directed toward a teacher may investigate the problem. Any complaint regarding a teacher made to the administration by any parent, student or other person which is considered in a written evaluation of a teacher's performance or which results in disciplinary action will be called to his/her attention. Such notice will include the alleged cause giving rise to the investigation. No anonymous complaint will be considered as the basis for an evaluation or any disciplinary action unless such claim(s) have been substantiated by factual evidence.
- K. Teachers will on a voluntary basis attend school-related activities, which occur after the work day when requested by their principal and will receive equal accrued time for such attendance, provided that the teacher does not receive a supplement directly or related to such activities. Accrued time will be used within a calendar year from the date earned.

In cases where teacher participation in activities held after the workday is necessary due to a specific federal and/or state requirement for the operation of an instructional program, the teachers involved will attend and shall receive comparable accrued time.
- L. Teachers who have children in Putnam County schools will be released for parent/teacher conferences at the child's school not to exceed two (2) times during any one grading period. This release will be mutually arranged with the teacher's principal, and if no student contact time is lost, the teacher will not be required to make up this time, and no personal leave will be charged. As any other public school parent, employees will have the right to discuss

with principals the placement of their child in specific programs or classes and such input will be given due consideration.

- M. Except in the case of an emergency, teachers will receive twenty-four (24) hours notice of any school-related meetings, including faculty meetings.
- N. Teachers have the right to provide relevant input, make constructive suggestions, and/or ask pertinent questions during faculty meetings.
- O. Teachers will have the right to discuss with the principal or his/her designee and have input on student assignments to their class. This right will not infringe on any rights guaranteed to management under Article 7. If a student is transferred into a teacher's classroom after the start of the school year due to behavior issues, the new teacher will continue the intervention process with the next appropriate step.
- P. Should a student be formally charged with a felony or an act that would be classified as a felony if he/she were an adult, immediate notification is required of the student's assigned bus driver, classroom teacher, and any other school personnel whose assigned duties include direct supervision of the student.
- Q. All teachers, including ESE teachers, have primary responsibility and authority for giving grades indicating a student's progress. A principal may request a review of the information recorded by a teacher which justifies the grade given to a student. A grade assigned to a student by a teacher is subject to modification only through action of a placement review committee established at the site. Such committee will consist of the teacher of record, a grade level or department chair, a guidance counselor, and the principal. Should the recommendation of the committee differ from that of the teacher of record, the grade change or placement change will be administratively assigned and so indicated in the student's record. The teacher of record will have the right to submit his/her objections or concerns in writing for placement in the student file.
- R. All in-service education beyond the teacher workday will be voluntary. All teachers will be encouraged to participate in designated in-service days. If in-service must be scheduled on planning days, it will not exceed four (4) hours and every effort will be made to schedule such in-service in the morning. No more than one planning day per semester may be used for in-service purposes unless mutually agreed upon under Article 6, paragraph R. Any employee may use accrued time on any planning day with approval of the principal or designee.
- S. Under the direction of the principal, teachers will endeavor to see that textbooks, equipment, funds and supplies are not damaged or stolen. Teachers who exercise reasonable and prudent control over said materials will not be required to pay for any damages or losses, which may occur, by the actions of other persons.
- T. Principals of individual schools will institute a system to allow teachers restroom breaks. Elementary teachers may use ten (10) minutes of the time students are in special classes (art, P.E., music) as a relief period.
- U. Teachers will not be required to attend meetings for commercial demonstrations, which are directed to personal sales to teachers. Solicitation

by sales personnel in the school will not be permitted during the teacher workday. Teacher mailboxes will not be used for solicitation for distributing sales incentives or brochures by non-educational entities.

- V. When any teacher with a professional certificate is assigned an out-of-field teaching assignment, and certification in that subject area becomes necessary for continuing employment, the Board will reimburse tuition and books for undergraduate courses at a state educational institution of the teacher's choice, offering such courses as required for certification if the Board does not offer acceptable in-service courses necessary to meet such certification requirements.

The above language will be in effect unless:

1. There are legislative changes in course/subject certification.
2. It is the teacher's request to teach out-of-field.
3. There are eliminations of programs.
4. There is a lack of student course requests.

Reimbursement will be made upon presentation of evidence of successful completion of the course(s) and receipts for payment of tuition and/or books. The Board will reimburse the teacher only if the teacher receives prior approval from the Director of Curriculum/Instruction of the course(s) and programs leading to certification.

- W. Should any member of the bargaining unit choose to move to a position outside the bargaining unit, he/she will be guaranteed the right to return to his/her former status, i.e., position but not necessarily in the same location, within six (6) months of the effective date of the new non bargaining appointment at either the request of the employee or at the direction of the principal/supervisor.
- X. While the SB736 law is in effect this portion of the Article will be held in abeyance until such law is changed or modified and makes this portion of the Article applicable again.

Teachers who have previously held Continuing Contracts or a Professional Services Contract in a Florida School District and who meet the requirements of Florida Statutes may, after two (2) consecutive years of satisfactory services, be recommended by the Superintendent for a Professional Services Contract in the district. Teachers who have previously held Continuing Contracts or Professional Services Contracts in Putnam County may, after one (1) year of satisfactory service, be recommended by the Superintendent for a Professional Services Contract.

- Y. With respect to instructional personnel as defined in Florida Statutes in grades K-12, who have received authorization from the district superintendent to participate in the DROP beyond sixty (60) months, a thirty-six (36) month maximum participation period will apply. These instructional personnel will be employed on an annual contractual basis and will be credited with all previous experience for the purposes of salary. Nothing in this article is intended to circumvent management rights as expressed in Article 7, paragraph D.

- Z. All bargaining unit employees impacted by a reduction in the length of their contract year will receive written notification via a personal letter mailed not later than the last working day in October during the year preceding the change in contract status. Should a position merit additional time, it will be the responsibility of the site supervisor to request additional days and compensation for the affected employee. This will be viewed as a request to the district management team and given consideration that will require Board approval. The employee will be compensated at his/her daily rate of pay. Employees impacted by a reduction in the length of their contract who have unused vacation leave will be allowed to choose from any combination of the following options.
1. Up to sixty (60) days may be maintained for payout upon retirement;
 2. Unused time may be rolled to an investment account;
 3. Unused time may be banked in case of a return to twelve (12) month contract status.
- AA. Non-audio security cameras may be installed in the workplace for security purposes only. Should the District exercise this option in classrooms the following will occur:
1. Employees shall be notified in writing of the camera(s) in the classroom.
 2. The employee will have the right to deny the placement of classroom cameras.
 3. When security cameras are installed, a sign indicating that security camera recording is used in the classroom shall be placed at the entrances to the classroom and facility.
 4. Recording from the security system shall not be used to evaluate or discipline employees.
 5. The District may pursue investigation of any unlawful act or unethical behavior, shown on any recorded data or media by means of any medium, including the security system recordings and may discipline violations that are supported by other evidence. No disciplinary action will be taken against a staff member/employee based solely on the existence of the recording or media. Furthermore, the existence of any such media or recording shall be disclosed to the employee prior to proceeding with an investigation.
- BB. Guardian Program
1. Guardian Program
Employees that volunteer to be a part of the Aaron Feis Guardian Program shall be covered by liability insurance at no cost to the employee/Guardian.
Employees who volunteer for the Guardian Program shall have access to grief counseling not available through the Employee Assistance Program (EAP) when such counseling is needed in relationship to performing their Guardian duties in an active assailant event. This grief counseling will be at no cost to the Guardian.

Trainings related to the professional development required for the Guardian Program, and the cost of ammunition and firearms, shall be at no cost to the Guardian.

All test results related to psychological screening will be held confidential by the Sheriff's Department to the extent authorized by law.

2. Employee Use of Firearms

Employees who fulfill their role as a Guardian and act within the scope of law and parameters of the Guardian Program shall not be subject to discipline by the Putnam County School District. They shall be entitled to due process rights in accordance with the collective bargaining agreement (CBA)

In the event that the employee acts in his/her role as a Guardian, as outlined in the lawful parameters of the Guardian Program, by pulling or discharging a weapon, the employee will be placed on administrative leave in order to provide time for investigation by appropriate law enforcement agencies.

Article 6 – Union Rights

- A. The Union will have the right to post official notices of activities and matters of Union concern on appropriate and specifically assigned bulletin boards. In those schools where there already exists more than one bulletin board, the Union representative and building principal cooperatively choose the Union's bulletin board. In those schools where there exists only one bulletin board, the Union will furnish a bulletin board, which will remain Union property and place it in a location approved by the principal and the Union.
- B. The Union will have the right to use teacher mailboxes and will be provided a mailbox at the PCSD.
- C. Duly authorized representatives of the Union will be permitted to transact official Union business with individual teachers on school property provided that this will not interfere with or disrupt student contact time or other specifically assigned duties of teachers, other than individual planning time. Such representative will register his or her presence in the office.
- D. Union officers or their designees may use personal leave, with or without pay, when a request is made in advance, for Union business including attendance at School Board meetings.
- E. The Union and its authorized representatives will have the right to request and be granted the use of school buildings for meetings before or after the teacher work day, when such space is available. Requests for such use will be made through the building principal.
- F. The Union may inspect, examine or copy, at reasonable times and under the supervision of the Superintendent, or his designee, any public records which are not deemed by law to be confidential or which are prohibited from being inspected by the public whether provided by general or special acts of the legislature or which may hereafter be so provided. Copies may be executed by the Union at no cost to the Union. If the Union requests mechanical reproduction then the cost will be fifteen (15) cents per single-sided page with an additional five (5) cents for two-sided pages to be paid by the Union. When research is required to produce the material to be copied a charge of thirty (30) cents per page will be made.
- G. *The parties agree that as of July 1, 2024, payroll deductions for union dues are currently unenforceable and inactive due to legislation passed in the 2023 Florida Legislative Session:*

Payroll deduction for membership dues will be available to Union members who request this service in writing. Such deductions will automatically be renewed unless written cancellation is received. Authorization for deduction of dues will be submitted on a form to be mutually agreed upon by the Board and the Union. These dues will be deducted from the employee's payroll checks in equal installments.

Amounts withheld will be remitted to the Union in a lump sum as soon as possible but not later than fifteen (15) days after the employee payday.

Payroll deductions for Union membership dues may be terminated by the employee with thirty (30) days' notice upon submission of the form provided for this purpose.

Should the Florida Statute change to allow dues to be deducted through the employee payroll, the parties will schedule a meeting within fifteen (15) work days to discuss payroll deductions for union dues.

- H. The Union has the right to request and be placed on all School Board agendas with thirteen (13) calendar days' advance notice. When such request is not made, the Union will be permitted to appear as a delegation with the same time privileges as other organizations or groups. The Superintendent will notify the union of date, place, and hour of all Board Meetings and provide the union with a complete agenda and supporting data no later than the Friday morning prior to all regular meetings. The union will be notified of any incomplete or further anticipated agenda items. Any materials absent from the package will be provided to the union upon release to the School Board. Completed committee reports sent to the Board will be available to the union. The union will have the right to present its position on said reports prior to the Board's action.
- I. All organizational rights included in this Agreement will be granted exclusively to the Union, unless otherwise specified in this Agreement.
- J. The Union President will receive through electronic mail agendas, minutes, and other materials that are distributed to the public.
- K. The Union may use the District mail system subject to the same procedure and handling restrictions as others using the system. The Board will be held harmless from any loss or liability related to the shipment of material.
- L. Nothing contained herein will be construed to deny or restrict the Union of any rights it may have under the Florida Statutes or other applicable laws and regulations. The rights granted herein will be deemed to be in addition to those provided elsewhere.
- M. The Union will be permitted to use up to a total of twenty-five (25) days annually, to be charged to Union Leave, with pay but without travel and per diem to allow designated Union members to transact Union business. Such use of Union Leave will require the recommendation of the Union President, five (5) days advanced notice to the Superintendent and approval of the Board. The cost of substitutes will be borne by the Union and reimbursed to the Board.
- N. One (1) employee designated by the Union will upon request be granted a leave of absence for a period of up to two (2) years at a time for the purpose of engaging in Union activity.
- O. By September 15th of each year, the Board will provide the Union with a list of all employees. This list will include the name, job site, job classification or title, home address, date of birth, hire date and work email.
- P. The Union representative(s) will be given an opportunity at each building faculty meeting to present brief reports and announcements. No discussion may be held about these reports at the faculty meeting. It will be the Union representative's responsibility to notify the principal or his/her designee in person at least one hour in advance of the meeting.
- Q. The Union will provide to the Superintendent or designee a list of employees interested in serving on joint committees.

The Union President or designee shall serve on the board's master calendar committee each school year. The union shall select three (3) classified and three (3) instructional employees to serve on the calendar committee.

- R. The Putnam County District School Board and the Putnam Federation of Teachers/United will have the right to enter into a "Memorandum of Understanding" when, at the request of a majority of affected employees at a particular site, any policy will deviate from contract language. A written description of the changes and language that will be violated will be submitted to the School Board or its designated agent and the Executive Board of the Putnam Federation of Teachers/United. If both parties agree to the request it shall be enacted for the current school year. All memorandum will be reviewed annually.
- S. The Union will be notified and copied with all applications for "Charter Schools" submitted for School Board Approval.
- T. The Board will provide up to three (3) payroll deduction slots to be used for union-designated economic services. There shall be a minimum of twenty-five (25) employees requesting the services for a slot to be created. Subject to normal office check-in requirements and Administrative approval, Representatives of the Union may meet with members regarding these economic services. Approval will not be unreasonably withheld.
- U. Copies of this Agreement entitled "Agreement Between the Putnam Federation of Teachers/United, FEA, AFT, NEA, AFL-CIO, and the District School Board of Putnam County" will be printed in booklet form at the joint expense of the Board and Union within twenty (20) days, if possible, after the Agreement is signed and *two copies will be presented to each school or worksite during full book years. One copy will be used by Administration and the other copy will be furnished to the Union for its use.*

Article 7 – Management Rights

- A. It is the right of the Board to determine unilaterally the organization, structure, mission, goals, objectives and purpose of the District and the constituent units thereof; to set standards of services to be offered to the public, and exercise control and discretion over all operations of the school district.
- B. Nothing contained herein will be considered to deny or restrict the Board or the Superintendent of their rights, responsibilities, and authority under the Florida School Laws, State Board of Education Regulations, School Board Policies, or any other laws or regulations. Except as specifically stated in this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.
- C. The matters contained in this Agreement and/or the exercises of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.
- D. It will also be the sole right of the Board to hire all employees and subject to the provision of law to determine their qualifications and conditions for their continued employment, their placement or their dismissal, suspension, layoff or demotion for just cause, and to promote and transfer all such employees.
- E. Officials of the Board will retain the right, in accordance with applicable laws, regulations, and School Board Policies to take whatever actions may be necessary to carry out the responsibilities of the Board in situations of emergency so long as they do not endanger employee's lives. These emergency rights and responsibilities are exempt from any grievance and negotiation.

Article 8 – Impact Bargaining and No Strike

A. Impact Bargaining

- A. The Board agrees that it will not implement any policy affecting terms and conditions of employment, which is inconsistent with this Agreement. The Board will negotiate any proposed new policy affecting terms and conditions of employment with the Union prior to its implementation.

B. No Strike

1. The Union recognizes Florida Statute 447 concerning strikes and its definition as outlined
2. Any and all damages, injuries, or expenses incurred or suffered in the violation of this Article will be borne by the party deemed responsible through the Public Employees Relations Commission.

Article 9 – Teaching Conditions

- A. The length of the teacher workday during the regular school year will be seven and one half (7 ½) hours including lunch.
- B. All employees will have a duty free lunch of at least thirty (30) minutes during each regular workday. The time for lunch periods will be determined by the principal. The principal will consider the desires of the employees. In urgent or unscheduled circumstances, the principal may require the performance of some duties during a lunch period. Deviations from this guarantee are subject to Article 6, paragraph S.
- C. Effective July 1, 2011, all uses of tobacco products in any form are prohibited at all time at any District-owned facility or in any District-owned vehicle. From July 1, 2011 forward, Putnam County Schools will be a tobacco-free district. In light of this, the Board agrees to provide a Board approved tobacco cessation program to all interested employees at no employee expense.
- D. Except in emergencies, teachers will not be required to work under unsafe or hazardous conditions or perform tasks, which may endanger their health, safety, or well being.
- E. When school is not in session, teachers may be given reasonable access to buildings by arranging such access with the building principal.
- F. Copies of professional materials, county curriculum guides, and bulletins, which pertain to the teachers' work, will be available to the teacher.
- G. Teachers will be granted reasonable use of computers, printers and machines to carry out assigned duties.
- H. Childcare programs for children of employees are encouraged at school/work locations where feasible, given a sufficient number of children to pay all cost involved and the availability of space. See Florida Child Care Guidelines for implementation procedures.
- I. During a regular work week, teachers will be guaranteed a minimum of 325 minutes of planning and preparation per week. Group planning meetings are valid use of this planning time but may consume no more than 75 minutes per week in administratively led/designed activities or other group activities (including but not limited to grade/departments meetings, PLC's, lesson studies, or other collaboration). Such use of group planning time will be limited to 30 minutes for teachers that must write IEPs/EPs, so that these teachers may complete and ensure ongoing implementation of IEPs in a timely fashion, unless the teacher has additional planning time for that purpose. Teachers will be guaranteed a continuous block of planning time of at least 45 minutes during the student contact day.

In weeks with an early release day, the following conditions apply:

1. *A continuous block of planning time of at least 30 minutes will be provided at some point on the early release days. (This could be immediately after students are released or the last 30 minutes of the contract day.)*

2. *When administratively led/designed activities or other group activities are scheduled for early release days, then no other admin led meeting/activity will be scheduled that week.*

In recognition that student achievement is dependent upon teacher preparation, the administration will continue to work with the instructional staff at each school to create ways that will enhance additional planning time during the student contact day. Individual site-based plans must be developed collaboratively by the administration and the school advisory council. The plan must be approved by a vote of the faculty and submitted to PFT/U no later than the end of the first grading period of each academic year. Any deviation from contract language will be governed by Article 6, paragraph S.

- J. Teachers will not be required to transport students in private vehicles. Teachers who choose to transport students in private vehicles must provide proof of liability, bodily injury and property damage insurance in the coverage amounts required by the district and/or state, and a valid driver's license prior to embarking on any approved trip. Private vehicles must be on the state approved list for transporting students.
- K. Twenty-four (24) hours notice will be given before scheduling a teacher for any parent conferences except in cases of emergency.
- L. 1. All School Board employees shall faithfully and accurately maintain records and file reports as may be required by Florida Statutes, State Board of Education rules, and School Board rules, or as the Superintendent may deem necessary for the effective administration of the District School System.
- B. The District and the Putnam Federation of Teachers/United shall establish a mutually agreeable committee to review forms, electronic and hardcopy, required from instructional personnel. This review will include, but not be limited to, Lesson plans, data collection, RTI (Response to Intervention), and progress/achievement monitoring. Upon completion of the committee's review of selected forms, the committee will submit suggested changes to the bargaining teams.
- M. Except in emergencies, announcements, whether by intercom or in writing, will be restricted to the first and last ten (10) minutes of the school day.
- N. The Board will provide substitutes for absent classroom teachers, when possible. If a substitute cannot be found, school and district administration will explore all other options before splitting a class up to other classrooms.
- O. The length of the teacher workday on planning and in-service days will be seven and one half (7 ½) hours including a one (1) hour lunch period. Teachers will be allowed to leave campus for lunch.
- P. Grade computations are to be completed three (3) days after the end of the grading period. On the last grading period of the year, tentative grades will be due no earlier than three (3) days prior to the last student day, except for seniors. During the three (3) days report cards and grade computations are to be completed, there will be no conferences or meetings of any kind scheduled except in cases of emergencies. Progress reports will be required to be given no more than once per grading period except at parent/guardian request.

- Q. In order to assure optimum teacher performance and thereby optimum student performance, the District School Board of Putnam County and the Putnam Federation of Teachers/United have agreed to make available to the instructional staff of this district a Peer Assistance Program. Under this program, participating teachers will be advised and assisted by qualified consulting teachers in an effort to improve the classroom performance of the participating teachers.

Teachers participating in the Peer Assistance Program are of two types:

1. Probationary Teachers – Participation for these teachers is mandatory for the duration of their first year of employment. They will continue under administrative evaluation and be assigned a site-based mentor teacher who functions as an advisor during their first year in Putnam County Schools. Mentor teachers must hold a valid teaching certification in an appropriate field and have a minimum of three (3) years' classroom experience. Should a mentor teacher be requested to observe the probationary teacher, the mentor teacher must be trained in the current observation system. Mentor teachers do not evaluate.
2. Professional Services Contract (P.S.C.)/Annual Teachers with four (4) or more years of experience who either volunteer to participate or receive an administrative referral to participate in the Peer Assistance Program.

The Peer Intervention Program – this process is available to any instructional employee who needs to have assistance in an area that presents a concern for the employee and/or his/her supervisor. Should a teacher desire such intervention a site-based mentor teacher will be assigned as a consultant for the teacher. The mentor teacher must be trained in the current observation system, hold a valid teaching certification in an appropriate field and have a minimum of three (3) years' classroom experience. The mentor teacher will function as a coach and advisor and will at no time evaluate the participating teacher. The intervention period will not exceed ninety (90) days. The participating teacher will remain under administrative evaluation.

Administrative Referrals – any PSC teacher or Annual Teacher with four (4) or more years of experience who receives a summative evaluation of Needs Improvement will be recommended by the supervising principal for participation in the Peer Assistance Program. The teacher will be assigned a district-level intervention specialist and site-based mentor(s) holding a valid and appropriate teaching certification and having a minimum of three (3) years' classroom experience. The intervention specialist and mentor(s) must be trained in the current observation system. Neither the intervention specialist nor the mentor(s) evaluates. The district intervention specialist in consultation with the teacher, site-based mentor(s) and school based administrator will devise an appropriate intervention plan. Intervention will last not less than ninety (90) days and will include monthly meetings throughout the length of the intervention for the purpose of reviewing and revising the intervention plan. Upon completion of the intervention, the district

intervention specialist will report successful or unsuccessful completion of the program to the teacher's principal.

Any PSC teacher receiving an overall unsatisfactory final evaluation will be placed on Performance Probation, as specified in Florida Statutes for a period of ninety (90) calendar days upon receipt of notification of Unsatisfactory Service and will be concurrently placed administratively in Peer Assistance for the duration of that same ninety (90) day calendar period. At the end of the ninety (90) days if the teacher is found unsatisfactory, the teacher will be afforded an independent second opinion from an administrator currently holding certification and assigned to another site. This administrator will be designated by the Assistant Superintendent of Curriculum and Instruction and the president of the Union or his/her designee.

- R. If space allows, a private conference area will be provided in each school. Teachers will be given access to clerical help to assist with making copies and other production related tasks within a reasonable amount of time.
- S. In each school where a medically fragile child, identified by the Exceptional Student Education Department, is to be placed the following will apply:
When inclusion is the option selected for an individual student, the Board will be responsible for properly training employees, who will care for these students, and bear the responsibility for ongoing training by qualified personnel.
- T. Teachers will dress appropriately for the position.
- U. The Board will endeavor to ensure the safety and health of employees by complying with local, state and federal health and safety standards.
- V. National Board for Teaching Standards

For those teachers who choose to participate in the NBCT process, the following support will be provided: assistance with all videotaping; one day of TDE as needed by the candidate; technical assistance as needed, including but not limited to Xeroxing. Upon completion of the initial application for NBCT, the candidate will receive 120 hours or the equivalent for the purpose of state recertification. Should a candidate be unsuccessful and choose to repeat the process, thirty (30) hours of in-service credit will be awarded for each portfolio component resubmitted.

For any NBCT in the District who chooses to renew his/her national certification, completion of the renewal process will result in 120 hours of in-service or the equivalent for the purpose of state recertification.

Any teacher who achieves Nation Board Certification will receive a bonus equal to that amount paid by the state to the District for said certification, or \$1200 per year, whichever is greater. To be eligible for the bonus, a teacher must:

1. Hold a valid NBPTS certificate or notice of certificate award
2. Be currently employed by the School Board or by a public school within Putnam County

3. Be certified annually by the District to have demonstrated satisfactory teaching performance pursuant to Florida Statutes.
- W. In order to assure optimum teacher performance and thereby optimum student performance, the District School Board of Putnam County and the Putnam Federation of Teachers/United have agreed to make available to all personnel various professional development opportunities through the joint implementation of the Effective Research and Dissemination Program. See guidelines pertaining to this program.
 - X. For the purpose of promoting employee wellness and health, employees will be granted access to District facilities and equipment within the normal hours of operation of the facility, beyond the student contact day, and when not in conflict with scheduled activities. Personal use of District facilities will be at the employee's own risk.
 - Y. Should it be necessary for a teacher to be reassigned to another room at his/her worksite, adequate time and assistance will be provided. Such relocation will not interfere with normally assigned instructional duties, will not require the teacher to report beyond the terms of the contract, or work in hazardous conditions. Should the move be necessary after the last teacher work day, the teacher shall be compensated a \$100 stipend and covered by workman's compensation should any injury occur.
 - Z. When teaching assignments must be changed after the start of the student school year, teachers who are affected by the change will receive a minimum of three days of duty-free planning to prepare for the new classes. If the change occurring is for less than the whole school-day assignment the planning time will be prorated according to the impact on the schedule. Consideration should also be given when teaching assignments are changed under other circumstances.

Article 10 – Teacher Evaluation

The parties recognize that the evaluation of the performance of all employees is the responsibility of the administration and that the evaluation process is designed to improve an employee's instructional practice and student achievement. In compliance with the mandate of Florida Statute (1012.34) regarding evaluation of instructional personnel performance, evaluations shall be based on a combination of the overall instructional Performance Appraisal. Each employee will receive an overall rating of Highly Effective, Effective, Needs Improvement, or Unsatisfactory based upon the Final Summative Score as shown below:

Final Summative Score	Final Summative Rating
3.5 - 4.0	Highly Effective
2.5 - 3.49	Effective
1.50 - 2.49	Needs Improvement
0.0 - 1.49	Unsatisfactory

A. Definitions:

1. State Assessments: any standardized state approved assessment for a given subject.
2. District Assessments: a standardized District created and/or approved assessment for a subject area given across the District.
3. Value Added State Model: formula developed by the state to measure teacher effectiveness based on student learning growth.
4. Teacher Evaluation Program: the term used for the overall evaluation of a teacher.
5. Teacher Observation Instrument: the observation portion of a teacher's evaluation which is based on multiple observations undertaken by trained personnel who either hold or have held teaching certification and have a minimum of three (3) years' classroom experience.
6. Formal Observation: an observation that is scheduled at least three (3) days prior; lasts no less than thirty (30) minutes; is preceded and followed by an in-person observation conference; the post-observation conference will occur within three (3) days of the observation; data will be included in final evaluation score if conducted by an administrator.
7. Informal Observation: an observation that is unannounced; last no less than fifteen (15) minutes and no longer than thirty (30) minutes except for those teachers who are receiving additional assistance through the Peer Assistance Program; is followed by a post-observation conference which may be conducted electronically and will occur within three (3) days of the

observation; data will be included in final evaluation score if conducted by an administrator.

8. Walk Through Observation: an observation that is unannounced; lasts from 5-15 minutes; is followed by a post-observation conference which may be conducted electronically within three (3) days of the observation. Walk-through observations are for coaching purposes and will not be used for evaluations.
 9. Probationary Teacher: instructional personnel hired on or after July 1, 2011 who are new to the profession or new to the District will receive a probationary contract for the first academic year of service. Such teachers are subject under Florida Statute to two (2) performance evaluations within the probationary year (mid-year and final). At the conclusion of the first academic year, a teacher who is reemployed will receive an annual contract. Such a contract may not be terminated prior to its terminal date except for just cause and with due process. Any annual contract teacher who receives a final evaluation of "Effective" or higher will be renewed for the following year except in the case of a RIF (see Article 14) or other budgetary constraints, or other extenuating issues that are not performance based.
 10. Struggling Teacher – a struggling teacher is one who has received an annual evaluation of unsatisfactory or a combination of needs improvement and unsatisfactory in a two (2) year period. Such teachers will receive additional observations for coaching and evaluative purposes and will be referred to the Peer Assistance Program. (See Article 9, paragraph Q)
 11. Contract Renewal: Principals will provide to the Human Resources Department a list of instructional personnel who will be renewed for the following academic year including a recommendation of contract status (i.e., annual, professional services, continuing). The recommendations will be submitted for Board approval no later than the second meeting in May. No employee's contract status will be altered following Board action unless impacted by the requirements of Florida Statute.
- B. Evaluation:
1. Evaluation will be the responsibility of administrators trained in the current observation and evaluation system. Administrators may not conduct classroom observations (or any other observation using the evaluation instrument) without completing professional development toward mastering the evaluation instrument, with the goal of ensuring inter-rater reliability. Documentation of this training will be made available to the Union, and the District shall reserve two (2) seats at this training, as observers only, for individuals selected by the Union. The District will maintain and make available to the Union measures of inter-rater reliability pertaining to the IP portion of the observation instrument.
Any teacher employed on or before December 1st of each year will receive an official annual evaluation based on the prescribed observation schedule:

- a. *Probationary*: Formal Observation x 2; Informal Observation x 2: Mid Year Evaluation by January 31 and Final Evaluation by first *Friday in May*.
- b. *Annual*: Formal Observation x 2; Informal Observation x 2; Final Evaluation by first *Friday in May*.
- c. *Professional Services Contract/Continuing Contract*: Formal Observation x 2; Informal Observation x 2: Final Evaluation by second Friday in May.

These observations are a record of classroom performance and interaction with students and must be recorded using : *the Florida Marzano Focused Teacher Evaluation Model*.

- 2. Properly trained TOSA's, CRT's, mentor teachers, and peer teachers may conduct observations for coaching purposes only. At no time will such personnel evaluate a teacher.
- 3. Since observation and evaluation of teachers has as one of its major purposes the improvement of instruction, all parties agree to utilize to fidelity the coaching and mentoring components inherent in the observation and evaluation system. Consequently, observations will be conducted on such a schedule as to allow for coaching and improvement of the employee's performance with no more than one (1) formal or informal observation within a ten (10) day window unless the individual is in the Peer Assistance Program. Additionally, administrators will read and respond to all comments provided from teachers in reaction to the observation feedback. Formal observations will not be finalized until after the post-observation conference. In an effort to maximize teacher performance, all parties will adhere to the use of the "Peer Assistance" program as described in Article 9, Paragraph Q.
- 4. During the first month of each school year, all teachers will be provided electronic access to the evaluation framework. Teachers employed after the first month will be provided electronic access to the evaluation framework within twenty (20) days after assuming their teaching responsibilities. All teachers will receive training on the observation/evaluation instrument before the evaluation process takes place. Each teacher will be permitted to ask questions concerning the evaluation process.
- 5. Each teacher will *have access to* his/her completed official evaluation during any evaluation conference. At the conclusion of the evaluation conference, the teacher will -acknowledge through electronic signature the evaluation form. The teacher's signature does not necessarily indicate agreement with the evaluation. If the teacher disagrees with any item on the evaluation, he/she may make a written response, which will become a part of his/her personnel file. If the teacher disagrees with any assessment below "Effective", he/she will have the right to request documentation that substantiates the evaluator's assessment and to submit a written response that will become a part of his/her personnel file. Other than for procedural error, the final evaluation of a teacher is not subject to the grievance or

arbitration process. In the event of a procedural violation, the employee's summative evaluation for classroom performance shall default to Effective.

6. *Student Performance Data shall be calculated in accordance with F.S. 1012.34. All possible metrics (as allowable by state statutes) shall be considered and the metric most favorable for the instructional personnel shall be used in calculating the Student Performance Score. The list of metrics found in the state approved Instructional Evaluation System shall be made available via the district website.* On the Instructional practice portion of a teacher's evaluation, if the percentage of tallies at level 3 or 4 combined is greater than 50%, the teacher shall receive 25% of that percentage as a bonus on the practice score. Additionally on the student performance portion, the final score will reflect only those students who were enrolled in the course taught by the teacher for both the October and February FTE (survey 2 and 3). Teachers shall, per Florida Statutes, review and verify the roster of students assigned to them.
7. A copy of each official evaluation will be made and maintained in the District.
8. A teacher may make a request in writing through the principal for an additional observation by another trained administrator. This will be arranged by the principal and will be limited to one time during the school year.
9. All observations of work performance will be conducted openly and with full knowledge of the one being observed.
10. No observation will be conducted during the last three (3) student days of the regular school year or the day before or after a *major holiday unless requested by the teacher. No informal or formal observation will occur during a state or district assessment period when a teacher's class has had more than one (1) consecutive day of testing.* District or state assessments tied to teacher evaluation will *not* be conducted within three (3) days after a major holiday *unless prohibited by the state testing calendar.* A major holiday will be considered to be any holiday that the students are out of school for three (3) consecutive days.
11. Recognizing the inconsistencies inherent in any standardized testing program, test results will not be the sole basis in the formal evaluation of teachers.
12. Every effort will be made to provide every instructional employee with a final written evaluation prior to the end of the contract year. Should the availability of State data preclude this, "contract renewal" language of this article will prevail such that no change in contract status will occur unless mandated by state statute. Should the final evaluation result in referral to the Peer Assistance program, such notice will be made as soon as possible.
13. Both parties agree to establish a standing committee which will monitor the implementation of the evaluation system. The committee shall meet at the request by either or both parties. The committee will be comprised of three (3) members selected by management and three (3) members selected by the Union and include the chief negotiators for each party.

Article 11 – Teacher Protection

- A. Any case of assault/battery upon a teacher while on duty will be reported promptly to the principal/supervisor by that employee or any other employee observing or having knowledge of the assault. In cases involving assault by a student upon a teacher and where criminal or juvenile charges are filed, the Board (or designee) will advise the teacher of rights and obligations with handling of the incident by law enforcement and Judicial authorities. A teacher will not be subject to discrimination, discipline, or reprisal, for initiating or participating in filing a report with law enforcement. The principal will report as soon as possible, but within twenty-four (24) hours, to the Superintendent that an assault upon an employee has been reported to him.
- B. Any parent or other person not subject to the discipline of the school who commits any crime against any teacher on school property will be reported to law enforcement officials.
- C. If any teacher is complained against or sued as a result of an action taken by the teacher as a legitimate part of his/her regular responsibilities while acting in the scope of employment and in such instances where the interests of the employee and the Board are not adverse, the Board will provide legal counsel of its choosing.

Article 12 – Student Discipline

- A. Student discipline is based on the requirement that all students must adhere to the School Board approved Code of Student Conduct.
- B. A teacher may impose customary classroom discipline where necessary in cases of minor infraction and may use reasonable force in protection from attack to prevent injury to himself/herself or another person.
- C. Teacher Authority in Student Discipline
 - 1. A teacher may send a student to the principal's office or his/her designee to maintain effective discipline in the classroom. The "Student Referral and Incident Report" will be used and reflect recommendations by the teacher. The teacher may recommend an appropriate consequence consistent with the Student Code of Conduct under Florida Statute. The principal will respond by employing the teacher's recommended consequence or a more serious disciplinary action if the student's history of disruptive behavior warrants it. If the principal determines that a lesser disciplinary action is appropriate, the principal should consult with the teacher prior to taking disciplinary action. The referring teacher will receive a copy of a student's disciplinary referral indicating what disciplinary action was taken. The principal or his/her designee will consider the teacher's recommendations when applying discipline. The principal or his/her designee will employ appropriate discipline-management techniques consistent with the Code of Conduct under Florida Statute.
 - 2. A teacher may remove a student from class and send the student to the principal's or his/her designee's office: (1) Who has been documented by the teacher to repeatedly interfere with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn; or (2) whose behavior the teacher determines is so unruly, disruptive, or abusive that it seriously interferes with the teacher's ability to communicate effective with the students in the class or with the ability of the student's classmates to learn. The teacher must complete the "Student Removal Report" and the "Student Referral and Incident Report" before removing students from his/her class.
 - 3. If a teacher removes a student from class under paragraph 2, the principal may not return the student to that teacher's class without the teacher's consent unless the committee established herein determines that such placement is the best or only available alternative. The teacher and the Placement Review Committee must render decisions within five (5) calendar days of the removal of the student from the classroom.
 - 4. Placement Review Committee membership must include at least the following: Two (2) teachers, one (1) elected by the school's faculty and one (1) selected by the teacher who has removed the student: One (1) member from the school's staff who is selected by the principal. The teacher who withheld consent to readmitting of the student may not serve on the committee. If the Placement Review Committee's decision is contrary to the decision of the teacher to withhold consent to the return of the

removed student to the teacher's class, the teacher may appeal the committee's decision to the District School Superintendent. Each District School Board, each District School Superintendent, and each School Principal shall support the authority of teachers to remove a disobedient, violent, abusive, uncontrollable, or disruptive student from the classroom.

5. Any teacher, who refers under C-1 and C-2, twenty-five (25) percent of his or her class enrollment as of date certain for disciplinary purposes from their classroom will be required to complete professional development activities, as determined by the principal, to improve classroom management skills. If a teacher is required to complete professional development activities, the District will be responsible for providing in-service at reasonable times and locations.

Article 13 – Personnel Records

- A. The parties recognize that the efficient functioning of the school system requires adequate records including personnel records. Supervisors will be encouraged to keep records for improved management. Employee personnel folders will be maintained only at the District Office and the school to which the employee is assigned. No other official files will be established or maintained. Annual evaluations forms will be maintained in a separate file at the District Office.
- B. A copy of any document entered into their personnel file shall be provided to the employee either:
 - 1. By certified mail, return receipt requested, to his or her address of record; or
 - 2. By personal delivery. The employee signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents. Except for materials pertaining to work performance or 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. No anonymous letter or anonymous materials shall be placed in the personnel file. The employee shall have the right to answer in writing any document in their personnel files; such responses shall be attached to that material and shall become part of said file.
- C. An employee – or the Union – with the employee's approval, may inspect, examine, or copy at reasonable times and under the supervision of the superintendent or his designee such personnel records, other than those, if any, which are declared by law to be confidential.
- D. Employees, as a result of a reprimand or conference, may submit additional materials for inclusion in their personnel records when such material is pertinent to their professional status or teaching performance as provided in Florida Statutes.
- E. Unless an employee leaves without notice, no documents or other material may be added to an employee's personnel file after the last day of employment, except for regularly required forms and records that might be connected with terminations.
- F. Employees shall have the right to place written materials in their personnel file that pertain to the employee's position in the District, such as commendations, or summaries of achievements of noteworthy nature.

Article 14 – Reduction in Force

A. District Wide Reduction in Personnel

1. In the event the Board determines that the teaching staff must be reduced, all reductions and allocations will be made at the discretion of the Board. If, in the opinion of the Board, a reduction in personnel is necessary, a meeting with the Association will be held to discuss alternatives. Terminations and non-renewal of annual contract teachers will not be construed to be a reduction in personnel. The Board will give written notice to teachers who may be affected and to the Union before implementing such reduction. If the reduction in teacher staff takes place, the following procedures will be controlling:
 - a. Normal attrition will be considered first.
 - b. If further reductions are necessary, priority criteria for the reduction will be:
 - i. Performance Rating – when available, this will include ratings from the previous three (3) years with the highest rating being used for comparison.
 - ii. Certification
 - iii. Staffing Needs
 - iv. Contract Status
2. All employees that are affected by the reduction in the designated layoff area will be placed in a “pool”. All employees placed in the pool will be given the opportunity to accept an offered position before any new positions in the designated layoff area are posted. If employees are to be rehired, the Board will determine the number of positions to be filled and the number of employees to be recalled. If such rehiring takes place within eighteen (18) months of the date of layoff, then employees will be rehired within each designated layoff area in the inverse order of reduction and with priority criteria being as listed in sub-paragraph A1b. Hiring and transfers in the areas for which the surplus teachers are certified will be frozen until the surplus teachers are placed.

B. Worksite Reduction in Personnel/Unit loss

1. No later than the first board meeting in May of each year, the finance department will provide each school principal with an approximation of allocations for the upcoming school year. This list will include the instructional and classified positions for each site for the upcoming school year. Should a site be impacted by an allocation/unit reduction, the following will apply:
 - a. Normal attrition will be considered first.
 - b. If further reductions are necessary, priority criteria for the reduction will be:
 - i. Performance Rating – when available, this will include ratings from the previous three years with the highest rating used for comparison.

- ii. Certification
 - iii. Staffing Needs
 - iv. Contract Status
- 2. All employees that are affected by the reduction in the designated layoff area will be placed in a “pool”. All employees placed in the pool will be given the opportunity to accept an offered position before any new positions in the designated layoff area are posted. If employees are to be rehired, the Board will determine the number of positions to be filled and the number of employees to be recalled. If such rehiring takes place within eighteen (18) months of the date of layoff, then employees will be rehired within each designated layoff areas in the inverse order of reduction with priority criteria being as listed in sub-paragraph B1b. Hiring and transfers in the areas for which the surplus teachers are certified will be frozen until the surplus teachers are placed.
- C. Teachers who have been subject to layoff may, if they desire, seek other instructional positions or non-instructional positions.
- D. Any teacher with satisfactory performance evaluations who will be eligible for normal retirement within one year will not be affected by the reduction in personnel.
- E. It will be the duty of a teacher to ensure that the Human Resources Department has current information regarding place of residence and telephone number.

Article 15 – Transfers, Reassignment, and Vacancies

A. Transfer/Reassignment

1. A teacher who desires a transfer and reassignment from his/her assigned school to another school in the District may complete a transfer request form and submit a copy of the form to the Human Resources Department. Such request for transfer needs to be completed between March 1st and April 15th of each year. The Human Resources Department will publish and provide each principal and the Union with a copy of those teachers seeking a transfer no later than April 30th of each year. The teacher will be interviewed for the first appropriate vacant position that occurs at a requested worksite. After interview, the appropriate principal will notify the teacher requesting the transfer within seven (7) days of filling the position. The transfer will be considered based on the priority criteria of certification, staffing needs, seniority, and the recommendations from the sending and receiving principals.
2. Transfer and re-assignment requests will be considered until July 15th of each year.
3. A list of all teachers who receive transfers as of September 1st of each year will be provided to the Union by October 1st.
4. As stated in Article 14 (Reduction in Force), should a district-wide or worksite reduction occur, hiring or transfers in the areas for which surplus employees are qualified will be frozen until surplus employees are placed.

B. Involuntary Transfer

1. Involuntary transfer will be made only after placement of teachers displaced under Article 14 (Reduction in Force) and/or consideration of voluntary requests. When making involuntary transfers, the Superintendent will base his decision on the same priority criteria as in paragraph A. Involuntary transfers will not be made for disciplinary reasons only. However, if deemed in the best interests of the employee or the District, the said employee is subject to involuntary transfer. Should a teacher be involuntarily transferred, the following will apply.
2. An involuntary transfer will occur only after consultation with the teacher.
3. A teacher who objects to the transfer can place a written statement of objection in his/her personnel file.
4. Involuntarily transferred teachers will be given adequate time and assistance in preparation of the transfer.
5. Consideration will be made in order for the teacher to remain in close proximity to the current worksite.
6. A teacher will not be assigned except temporarily and for good cause outside the scope of his/her teaching certificate (see Article 16, paragraph C)
7. In light of the continuing need for improvement, the mandates of the Turnaround Option Plans include the district shall employ a reliable system to reassign or replace the majority of the instructional staff whose students' failure to improve can be attributed to the faculty, and ensure teachers are

not rehired at the school, unless they are effective or highly effective instructors, as defined in the district's approved evaluation system, pursuant to Florida Statutes. Additionally, pursuant to Florida Statutes, the district must ensure that the percentage of temporarily certified teachers, teachers in need of improvement, or out-of-field teachers assigned to its Focus or Priority schools is not higher than the district average.

The District's Human Resources Department will work with the Union to develop a MOU pursuant to Florida Statutes regarding Educational Emergency

8. Any employee who is involuntarily transferred shall have an opportunity to meet with the Superintendent or Designee prior to Board action being taken on the transfer. It is the responsibility of the employee to request a meeting with the Superintendent within five (5) work days of the transfer notification. The date of the meeting shall be mutually agreed upon. After review by the Superintendent, transfers shall be effective with notice of no less than five (5) work days to the employee involved.

C. Vacancies

1. If a new position or vacancy for instructional personnel occurs in the District, the District will post the vacancy online. The Executive Secretary/Principal's Designee shall post the vacancy at the worksites within one (1) working day.
2. Notice of any vacancy for a instructional personnel position will be posted for at least five (5) working days prior to filling the vacancy. During the school year when an unexpected vacancy occurs due to the creation of a new position or the resignation, termination, involuntary transfer, retirement or death the vacancy may be filled after three (3) days of the posting. The Union will receive copies of vacancy notices at the time of posting.
3. All employees may apply for any vacancy within the PCSD. They shall be given preference over new hires, provided they are properly certified and qualified (skill, preparation, training, ability and experience).
4. Notices of any vacancy for an administrator or supervisor position will be posted for seven (7) working days prior to filling the vacancy. When the District is operating with a four (4) day work-week, notices of administrator/supervisor positions normally posted for seven (7) working days may be posted for five (5) working days prior to filling these vacancies.
5. *Supplemental Positions:*
 - a. Schools shall post any vacant supplemental positions electronically and at the school site for a period of five (5) working days in the first week of May. Supplemental positions that become vacant during the school year shall be posted for the same timeline when the position becomes vacant.
 - b. *All applicants will be interviewed by the principal or their designee. Priority consideration will be given to qualified teacher applicants from within the school where the supplemental position exists.*

- c. *If no employee at the worksite is interested in or qualified, after five (5) working days the position will be posted through the District's regular position posting procedures.*
- d. *Posting may list, but not be limited to: job title, duties, responsibilities and amount of pay.*
- e. *If no employee is hired, then other qualified personnel may be considered.*

Article 16 – Teaching Assignments

- A. Teachers will be given the opportunity to express their preference in teaching assignments.
- B. The principal has the responsibility for the assignment of teachers within his/her school.
- C. A teacher will not be assigned, except temporarily and for good cause, outside the scope of his/her teaching certificate. School districts may not assign a higher percentage than the school district average of first time teachers, temporarily certified teachers, teachers in need of improvement, or out-of-field teachers to school with above the district average of minority or economically disadvantaged students or schools that are graded “D” or “F”. Should transfers become necessary to maintain compliance, the language in Article 5 will apply. District school boards are authorized to provide salary incentives to meet this requirement.
- D. Upon request, teachers who plan to return to the same school the following year will be given tentative teaching assignments for the next school year prior to the last day of post-planning.
- E. Whenever circumstances require a change in tentative assignment during the summer months, the teacher will be notified at his/her summer address in a timely manner.
- F. Upon request, a teacher may have a conference with his/her principal concerning the change of teaching assignment.
- G. In secondary schools, teachers will not be required to teach in more than three (3) certification areas nor teach subjects involving more than four (4) different preparations. Within a department, every effort will be made to schedule teachers to teach at least one (1) class of their choice and to minimize and/or reduce the number of preparations. For this language, “preparation” will mean different grade levels, course titles, subtitles, or specified levels. It will not mean different student ability levels within a grade level, course title, subtitle, or specified level.

Article 17 – Academic Freedom

- A. Teachers will be assured of academic freedom in the classroom presentation and/or discussion of material. Instructional presentations will be appropriate to the maturity level of the students.
- B. A supportive public may indicate its interest by questions concerning approaches and materials. Responsible approaches to this situation requires the public to express its interest through the proper channels and requires the administration to respond. Should elements of the public express this concern in such a manner, which a teacher might find threatening, it is the responsibility of the administration to take appropriate action.
- C. Freedom of individual expression, consistent with the obligation to respect the rights of all other parties, will be encouraged to safeguard the paramount interest of the schools in the learning climate for pupils.

Article 18 – Political Activity

- A. Employees will not be approached in any way regarding their political preferences, or be required to make any contribution of any nature whatsoever. Employee rights to exercise or support their political preference during non-student contact time will not be impeded in any way.
- B. School mailboxes/email will not be used for the distribution of political material promoting the candidacy of any individual.
- C. Campaign or political literature or posters, including clothing, supporting one or more candidates, issues, or a particular point of view shall not be displayed or worn within the schools or on school-owned or occupied property during student contact time, unless done as part of any approved teaching unit.

Article 19 – Leave of Absence

A. Definitions

1. Leave

Leave is permission, granted in advance by the Board upon written request for an employee to be absent from his/her duties for a specific period of time with the right of returning to employment upon expiration of the leave. The employee must always supply a reason when applying for leave. Leave must be officially granted in advance and may not be granted retroactively. Sick leave and emergency personal leave are considered to be granted in advance when the employee submits a completed leave request form to the proper authority on the day he/she returns to work. Principals and supervisors may approve or disapprove leave requests but will forward all requests to the District office for final disposition.

2. Limited Leave Without Pay

Limited Leave Without Pay is absence from duties for less than thirty (30) days with the right to return to the same position in the same location.

3. Extended Leave Without Pay

Extended Leave Without Pay is absence from duties for thirty (30) or more days without a guarantee of the same position or location, or either.

A teacher must hold a Professional Services Contract, a Continuing Contract, or an Annual Contract with a minimum of three (3) years of service in Putnam County to be eligible to request and be granted an extended personal leave without pay and such leave may not be approved for more than two (2) consecutive school years except as otherwise specified in this agreement.

4. Immediate Family

Immediate family is defined to include spouse, parent, sibling, child, grandparent, grandchild, step-relatives, or mother/father in-law.

B. Paid Leaves

1. Sick Leave

a. Full time employees earn sick leave at the rate of one (1) day per month of employment, provided the employee was employed 50% of the month. Four days are granted upon return to work and one additional day is added at the close of each subsequent month until the number of days posted is equal to the months of employment per year. There is no limit to the number of days of sick leave that can be accumulated except that at least one-half of the accumulated leave must be earned in Putnam County. Sick leave in excess of three (3) days may be substantiated by a physician's statement when requested.

b. Employees are responsible for requesting that accumulated sick leave earned in another Florida county be transferred to Putnam County. Transferred sick leave will be posted on the record of the employee at a maximum of one (1) day per month of employment in Putnam County.

- c. Sick leave may be used for personal illness or injury, for doctor or dentist appointments, or because of illness or death of a close relative or member of the employee's household.
- d. When sick leave is to be taken, the employee will notify his/her immediate supervisor or designee, if possible, before the beginning of the workday on the day he/she must be absent, except for emergency reasons, which are recognized by the Board as valid. If it becomes necessary to take sick leave during the day, the employee is to notify the appropriate principal or supervisor/designee. Each site will establish procedures for notifying the supervisor/designee. Verbal notification will be sufficient to insure compensation providing the appropriate electronic leave form is completed by the employee upon return to duty.
- e. A District employee may authorize his/her sick leave to be used by any District employee. The recipient may not use the donated leave until all of his/her sick leave has been depleted excluding leave from the sick leave bank. The number of donated days a recipient may receive will be capped at ten (10) days per year except in the case of a catastrophic illness or unless the leave is being donated to an immediate family member.
- f. Upon separation from employment with the Putnam County School District and irrevocable election to receive compensation under the Florida Retirement System, terminal pay for accumulated and/or credited sick leave will be granted employees or to his/her beneficiary, if service is terminated by death. All Putnam County District School Board employees shall receive terminal pay for accrued sick leave at their current rate of pay. Alternately, said retiring employee may authorize the District to transfer up to twenty (20) days of his/her accrued sick leave to a single "family member", per the following conditions:
 - i. "family member" is a spouse, child, parent, or sibling of the retiring employee
 - ii. "family member" is an employee of the District
 - iii. Said retiring employee surrenders all claims or compensation for such transferred leave

Any remaining sick leave to which the retiring employee is entitled will be paid at the employee's current rate of pay.
- g. Any employee who files a written request no later than two weeks prior to the last day of school each year will be authorized to receive an annual payment for accumulated sick leave that is earned for that year and that is unused at the end of the school year, based on the daily rate of pay of the ~~teacher~~ employee multiplied by eighty (80) percent. This payment will be limited to a maximum of five (5) days, providing their remaining balance does not fall below three (3) days. Days for which such payment is received will be deducted from the accumulated leave balance.

2. Personal Leave

An employee will be granted up to six (6) days of personal leave with pay each year for parental leave, emergency personal reasons, or for other personal business. Such personal leave must be requested by the employee and approved by the principal or site supervisor on an individual basis. Personal leave with pay will be deducted from the employee's accrued sick leave and is non-cumulative. Such personal leave will not be approved for days immediately before or after a holiday or vacation period, except in cases of emergency or extenuating circumstances approved by the principal/supervisor. Personal leave with pay will be granted in half day or full day units only.

3. Limited Professional Leave

Professional leave with pay will be granted, upon prior request, to a teacher who must be absent due to attending summer school classes which are scheduled during post-planning or pre-planning days. Registration for classes during pre and post-planning days is a proper use of this provision.

4. Military Leave

Employees who participate under orders in annual military training and who submit a copy of such orders will be granted leave for that purpose. Whenever possible, they should endeavor to have their period of training scheduled during the summer vacation period. Whenever such duty must be performed during the school year, a maximum of seventeen (17) days must be granted without loss of pay. In cases where the employee requests military leave during the school year, the employee must furnish a letter from his/her commanding officer indicating the necessity of taking leave at that time.

Should the selective service system be reinstated, employees who are required to report for a physical examination thereunder, will be granted military leave for the period required for the examination.

5. Jury Duty and Subpoena

An employee who is called for jury duty or subpoenaed, as a witness to a proceeding in which he/she is not a party on a regularly scheduled working day or days will be paid his/her normal earnings for time lost by reason of such service. If the subpoena results from the teacher performing his/her job responsibilities, the employee will be granted Temporary Duty Elsewhere leave if the court appearance occurs during the employee workday.

6. Illness or Injury in the Line of Duty

Any employee will be entitled to leave for illness in the line of duty at a regular daily rate for a period of up to ten (10) days when absence is due to personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in schoolwork. Such leave will be effective after all accumulated sick leave has been used, except that

leave for injury on the job for up to ten (10) days will not be charged to sick leave, and will be paid upon verification of injury.

7. Medical and Dental Examinations Leave

Principals or supervisors may release employees for the purpose of medical and/or dental examinations without sick leave being charged against the employee provided that no student contact time is lost and the time is made up.

8. Elected or Appointed Public Officials

Any employee who is elected or appointed to a public office, other than the School Board, will have the right to take leave for any official duties. Any employee who is elected to the School Board will have the right to leave without pay for a period up to the length of his/her term in office.

9. Temporary Duty Elsewhere

Temporary Duty Elsewhere is the assignment by the appropriate building administrator for an employee to be temporarily absent from his/her regular duties and place of employment for the purpose of performing other educational services. Employees accompanying their children or other students on field trips will take personal leave. They may, however, take TDE if their supervising administrator determines they will be needed to perform educational services while on the field trip.

TDE within the county is not considered a leave of absence. A TDE form will be required for individuals performing professional duty within the county or on an approved field trip in or out of the county when payment of substitute or travel funds is requested.

The request for TDE outside of Putnam County must be submitted on a TDE Authorization Form to the appropriate administrator for approval. TDE must be submitted to the District Office for approval on the appropriate form and the School Board approval is required for out-of-state TDE.

10. Bereavement Leave

In the event of a death of a member of the immediate family, an employee shall be granted up to three (3) days of paid leave upon request.

Bereavement leave is of a special nature and may not be deferred or converted to any other purpose. It is not charged against any other leave account. Application shall be made to the Superintendent and granted by the Superintendent or his/her designee, in advance whenever possible.

The employee will not be paid bereavement leave for days not scheduled to work. In order to honor a request for bereavement leave, employees are required to attach a copy of the obituary or other satisfactory document to the leave request form and details about the relationship may be required by the Superintendent.

C. Unpaid Leave

Personal Leave Without Pay for reasons of the health and welfare of the employee or a member of his/her immediate family may be granted for a maximum of one (1) year. Personal leave without pay for other periods of time may be granted upon proper request with sufficient reason. Each day of

personal leave without pay will be deducted from the employee's pay at his/her daily rate of pay. Personal leave without pay must be requested and approved by the Board on an individual basis. The employee may, at his/her option, combine personal leave with pay and personal leave without pay for the duration of the leave period within the limits of accrued sick leave.

A teacher cannot accept full time teaching employment while on leave from Putnam County. In the event this occurs, the leave is nullified.

1. Professional Leave

The Board for the purpose of professional development may grant professional leave without pay. This leave may be in the form of limited (twenty-nine (29) days or less) or extended (more than thirty (30) days but not to exceed one (1) year).

2. Parental Leave

a. Maternity Leave

Maternity leave is with or without pay and will be granted following a request by the employee. Optionally, an employee may elect to continue working until certified by a physician as unable to perform her duties, at which time accrued sick leave will be granted, and the teacher will return to work when released by a physician.

b. Childrearing

Employees may request personal leave with or without pay as provided herein for the purpose of childrearing.

c. Adoption

Employees may use personal leave with or without pay as provided herein for the purpose of adoption leave.

d. Family Medical Leave may be used for any type of parental leave.

3. Family Medical Leave (FMLA)

Family Medical leave provides up to twelve (12) weeks of unpaid, job-protected leave. Eligible employees must have worked for at least one year. Upon return from Family Medical leave, an employee must be restored to his/her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. A husband and wife who are employed by the Board are permitted to take only a combined total of twelve (12) work weeks. Sick leave may be used in conjunction with Family Medical leave. (Please refer to Article 27, Insurance.)

4. When an employee qualifies for Family Medical leave, federal guidelines shall be followed.

D. Falsification of Leave Request

Falsification of a leave request may be cause for immediate dismissal.

E. Job Abandonment

1. Any employee who is willfully absent from duty without appropriate leave may be subject to disciplinary action up to and including termination.

2. Employee Absence – An unauthorized absence for three (3) consecutive working days will be evidence of abandonment of position. Unauthorized absences totaling ten (10) days or more during the previous twelve (12) month period will be evidence of excessive absenteeism. Either of the foregoing may result in disciplinary actions, including termination.

F. Return to Position after Extended Leave

An employee who plans to return to duty at the expiration of an extended leave will notify the administrator in writing by March 15th of the school year for which the leave was granted. In the event the leave was granted after March 15th, the employee's intent to return to duty at the expiration of the leave will be deemed given upon requesting the leave. On or before February 15th, the Board will notify each employee on leave of this provision. The employee will respond, indicating his/her intent to return, request an extension, or resign from his/her position. Except for extenuating circumstances, an employee who fails to respond will be considered to have resigned with an effective date of his/her last duty day of the fiscal year.

G. Sabbatical Leave

After six (6) years of satisfactory service in the Putnam County School District, a sabbatical leave of absence may be granted for the purpose of completing educational requirements for additional certification or advanced degrees. Sabbatical leave will be granted for one (1) school year. The following conditions will prevail:

1. No more than two (2) teachers at a time will be placed on sabbatical leave during any school year.
2. To be eligible, a teacher must be able to qualify for enrollment in a program approved for certification purposes by the Florida Department of Education and be eligible to complete the required work during the sabbatical period. If the required work for additional certification or advanced degree is not finished within one (1) year after the last day of the sabbatical leave, the teacher will reimburse the Board within two (2) years for the full amount of the leave plus eight percent (8%) interest.
3. Teachers on sabbatical leave will be paid fifty percent (50%) of his/her annual salary excluding supplements, which will be paid during the time of leave.
4. Teachers wishing to apply for sabbatical leave must submit a leave request and study plan to the Staff Services office at least sixty (60) days prior to the close of the school year preceding the effective date of the leave.
5. A teacher returning from sabbatical leave will receive the same step advancement in salary as he/she would have received had he/she remained in active service in his/her regular position during the leave period. A teacher must agree to return to the District and as long as performance is satisfactory, he/she will continue employment in the District for at least two (2) years for each year of sabbatical leave granted. A teacher on sabbatical leave will return to a position in the District. If his/her former position is vacant at the time of returning from sabbatical leave, he/she shall be given the right of first refusal.

6. A teacher on sabbatical leave will receive group insurance and hospitalization benefits provided to teachers.
 7. A written certification giving evidence of the teacher's physical condition must be filed with the Human Resources department before a leave is granted.
 8. A board of review will consist of six (6) members, three (3) of whom are appointed by the Superintendent of Schools and three (3) by PFT/United. It will review applicants regarding their program, purpose, and make recommendations to the Superintendent.
 9. A contract between the employee and the District specifying the above and acknowledging the employee's obligation to return to work for the District or repay the District will be executed.
- H. At the beginning of each school year we will mutually (Management and PFT/United) decide if we will be offering the Sabbatical Leave for the next school year.
- I. Unused Vacation Leave
- Upon termination, except termination for cause, any employee covered by a collective bargaining agreement who has unused vacation leave will be paid for that leave. However, no more than four hundred fifty (450) hours will be paid. In the event termination is for cause, all unused vacation will be forfeited.

Article 20 – School Advisory Council

- A. The purpose of the School Advisory Council will be to offer input and recommendations to the Principal or his/her designee on internal matters affecting the school, to participate as the faculty/staff representatives in the preparation and evaluation of the School Improvement Plan, and to function as appropriate and necessary within the guidelines established by the School Board and Florida Statutes.
- B. Pending grievances will not be discussed and no decision of the School Advisory Council will be subject to the grievance procedure. No School Improvement Plan shall address the issues of wages, hours, terms and other conditions of employment. No School Improvement Plan may alter, modify or violate this agreement except at mutually agreed in writing by the District and the Union (see waiver procedure, paragraph E).
- C. The school must have a School Advisory Council with a majority of its members not employed by the school district, that is comprised of the principal and an appropriately balanced number of teachers, education support employees, students, one (1) Union Building Representative/designee at each school site, parents and other business and community members who are represented of the ethnic, racial and economic community served by the school.

Article 21 – Conformity to Law

- A. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, then such provision will be automatically modified to the extent that it is in violation of the law. All other provisions will remain in effect for the duration of this Agreement.
- B. Any previously adopted policy, practice, rule, regulation or directive which is in conflict with the provision of the Agreement will be superseded and replaced by applicable provisions of this Agreement.

Article 22 – Miscellaneous

- A. Supplements for advanced degrees will be awarded when the teacher provides an official transcript showing that the degree has been conferred. For teachers hired on or after July 1, 2011, the subject must appear on the teaching certificate. The deadline for submission is April 1 of each school year.
- B. In making assignments for summer school, evening school, or other programs beyond the normal school day, the Board will give consideration to teachers who wish to apply for such additional employment. Priority criteria will be:
 - 1. Certification
 - 2. Staffing needs
 - 3. Seniority
- C. The exclusive rights to ownership and possession of educational materials, tapes, publication, and other educational matter produced by employees on District time, or by the use of school facilities, materials or equipment, will remain the exclusive property of the District. Such materials as may be produced on the employee's own time and not with the use of District materials, equipment, or facilities will remain the exclusive property of the employee.
- D. Conversations or statements of a teacher will not be recorded by any recording device other than at a public meeting. The intent of this section is to respect the privacy of the teacher; however, in the event the provisions of this section are contrary to specific federal and state rules or laws, such rules or laws will be controlling. Teachers involved in any proceeding(s) which may result in disciplinary action being taken against the employee will not be recorded without their consent and prior notification of their right to Union representation and/or legal counsel.
- E. The "Code of Ethics" and the "Principals of Professional Conduct" of the Education Profession in Florida require individuals to self-report within forty-eight (48) hours to appropriate authorities any arrests/charges involving the abuse of a child or the sale and/or possession of a controlled substance. In addition, individuals are required to self-report any conviction, finding of guilt, withholding of adjudication, commitment to pretrial diversion program, or entering a plea of guilty or *Nolo Contendere* for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment.

Article 23 – Teacher Salaries

- A. Teachers shall be paid salaries for the appropriate school year as shown on Appendix “A”. Teachers’ salaries shall be paid in twenty-four (24) equal checks.
- B. Employees will be paid on the 15th of the month or the prior working day nearest to the 15th, and the last District working day of the month.
- C. All employees shall be required to receive their regular pay by direct deposit to the financial institution of their choice. In the event an employee chooses to not participate in direct deposit, the District shall provide a pay card program. This card shall be at no cost to the employee. Employees who choose to receive a pay card shall incur no fees associated with this option.

Article 24 – Insurance

- A. The School Board will contribute \$450.00 per employee (\$4,500 per year) or 100% of the cost of individual **group health insurance** coverage ~~under Plan E~~ **or** whichever is less. The employees must select either the group health insurance, weekly disability, or hospital indemnity plan. Should the cost of the group plan increase in any year of the contract, both parties agree to return to the table.
- B. There is a monthly employee contribution for the health insurance. The monthly contribution is taken out in ten (10) monthly payroll deductions for 12-month coverage. The amount deducted from the employee's check will be run through the Section 125 Cafeteria Plan for each pay period. Collection of employee contribution will be uniformly made in this manner. Accordingly, no refund will be due to or contribution due from any employee enrolling after the commencement of deductions in any school year.
- C. Life Insurance – The Board will provide each employee with life insurance coverage equal to the nearest thousand dollars of the employee's salary for the current school year (maximum of \$50,000), with a double indemnity provision in the event of accidental death. The teacher will have the right to purchase additional coverage, at his/her own expense, at the rate ~~paid~~ approved by the Board for basic coverage, up to the limit imposed by the carrier.
- D. Liability Insurance – The Board agrees to provide a full-paid liability insurance in the amount of one hundred thousand dollars (\$100,000) for a single claim and two hundred thousand dollars (\$200,000) on any single incident as required by law for protection of teachers in case of suit arising from incidents occurring in the performance of the teacher's duties.
- E. Personal Property Protection – The Board agrees to budget a sum of \$1,500.00 to be used for the reimbursement of the cost of employees' personal property that is used by the employee in the performance of his or her job duties that is damaged, stolen, or destroyed on school property or other work locations through no fault of the employee. All personal property and approximate value must be registered with the employee's supervisor. As a general rule, the unattached contents of an employee's vehicle used to commute to and from work or work locations are not covered by this paragraph. If personal property is insured, the employee must submit a claim to his/her appropriate insurance company. In the event of full reimbursement for such claim, the Board will make no payment. If the insurance company reimburses all but the deductible amount specified in the employee's policy, the Board will pay an amount equal to the deductible. In the event the personal property is not insured and the Board elects to reimburse the employee for the lost, damaged or destroyed property, the maximum reimbursement from the Board will be \$250.00. Decision on payment of claims will be made by a committee appointed by the Superintendent. Cost estimates of the item and documented proof of the cause of the loss must accompany any claim.
- F. Retired employees will have the right to continue and maintain whatever group health insurance policies that are used by the District, but the employee must assume the full amount of the premium and the retired employees

participating will be subject to Board procedures, practices, policy and bargaining agreement, if applicable.

The Board currently has a conversion feature in its group life insurance policy. Employees must apply to the group life insurance company to convert their group life insurance.

- G. For employees who retire between July 1 and June 30 of the subsequent year, the Board agrees to pay a maximum contribution of \$4500.00 per year toward the employee's healthcare premium. This contribution will begin upon retirement and continue until the retiree is eligible to receive Medicare Benefits. This contribution is contingent upon the retiree meeting all of the following conditions:
 - 1. Twenty-five (25) years of service under the FRS with a minimum of fifteen (15) years in Putnam County and is at least age fifty-five (55) at retirement or thirty-five (35) years of service under the FRS and a minimum of twenty (20) years of service in Putnam County.
 - 2. Contributes his/her health insurance subsidy received from the State of Florida toward the cost of this medical premium. The employee will be responsible for the subsidy amount until the State of Florida pays the subsidy. Once the employee is eligible to receive Medicare Benefits, the health subsidy from the State of Florida will revert back to the retiree.
 - 3. Employees that retire on or after July 1, 2019 will contribute his/her health insurance subsidy received from the State of Florida to the PCSD to offset the Board contribution. The employee will be responsible for the subsidy amount until the State of Florida pays the subsidy. Once the employee is eligible to receive Medicare Benefits, the health subsidy from the State of Florida will revert back to the retiree.
- H. The Board agrees to continue its contribution on an employee's group health and life plans for any employee on Board approved unpaid leaves for a period/amount not to exceed the lesser of eighty (80) days or three (3) months (10 month basis) of Board contributions. If an employee on extended leave should return to duty for a period of less than thirty (30) days and then require additional leave, such additional leave will be considered as one period of leave within one school year.

If an employee is not on paid leave, or is not covered under the language in the preceding paragraph, no Board contribution will be made.
- I. A joint insurance committee comprised of four (4) representatives selected by the Superintendent and four (4) representatives selected by the Putnam Federation of Teachers United, shall be established to review and make recommendations regarding insurance benefits offered to employees by the PCSD. The committee shall meet at least four (4) times a year.
 - 1. The committee shall select the chairperson.
 - 2. Decisions of this committee shall be made by consensus.
 - 3. If consensus cannot be reached, a majority vote of the committee will make the decision.

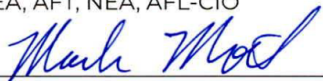
4. The insurance committee shall review and recommend actions with regard but not limited to: bids, specifications, recommendations on invitation to bid, bid tabulations and monthly insurance experience rating reports.
 5. Members of the committee shall be provided with release time to participate in the work of the committee.
 6. Only this committee shall be utilized in making recommendations to the School Board on matters pertaining to insurance as covered in this agreement.
- J. *The Insurance Reserve shall not be used for any purpose unrelated to insurance/benefits coverage without a 2/3rds vote to approve by the members of the Insurance Committee.*

Article 25 – Terms of Agreement

Article 25 – Terms of Agreement

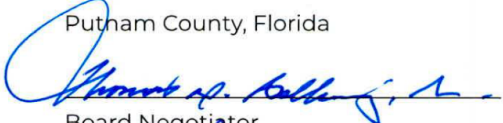
- A. This Agreement will be effective as of the day of its ratification by the Board, except that the salary schedule will be effective as of July 1, 2023. This Agreement will expire as of June 30, 2024. The following Articles shall be subject to renegotiations in 2024 and 2025.
1. Compensation
 2. Insurance
 3. Two articles selected by the Association and two articles selected by the Board
 4. Under mutual agreement other articles may be opened
- B. This Agreement will constitute the full and complete commitment between the parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in writing and signed amendment to this Agreement. (Moved from Article 23 – Miscellaneous)
- C. The language and provisions of this Agreement, during its existence, will be the controlling factors in any additional contract between the Board and the individual employee. (Moved from Article 23 – Miscellaneous)
- D. In the event that a financial situation (short fall or windfall) occurs during this contractual time that would jeopardize the ability to honor the terms of the contract or would create the ability to enhance the terms of the contract, the Putnam Federation of Teachers/United and the Putnam County School District will agree to return to the table for renegotiations.

Putnam Federation of Teachers/United,
FEA, AFT, NEA, AFL-CIO



PFT/U President, Negotiator

District School Board of
Putnam County, Florida



Board Negotiator



Superintendent



School Board Chairman

Appendix “A” Instructional Salary Schedule

PUTNAM COUNTY SCHOOL DISTRICT INSTRUCTIONAL SALARY SCHEDULE 2023-2024

GRANDFATHERED SALARY SCHEDULE

Classification of Instructional Employees is based on their "Level".
Placement will be determined by years of Experience.
Each classification has a different salary adjustment based on
employee's years served in the District.

LEVEL	Bachelor's Degree	Master's Degree
	Placement III	
9	\$ 50,045	\$ 52,762
10	\$ 50,940	\$ 53,654
11	\$ 51,835	\$ 54,549
12	\$ 52,730	\$ 55,444
13	\$ 53,625	\$ 57,041
14	\$ 54,520	\$ 57,936
15	\$ 55,415	\$ 59,754
16	\$ 56,310	\$ 60,649
17	\$ 57,205	\$ 61,544
18	\$ 58,100	\$ 62,433
19	\$ 58,995	\$ 63,328
20	\$ 59,890	\$ 64,536
21	\$ 60,785	\$ 65,431
22	\$ 61,680	\$ 66,326
23	\$ 62,575	\$ 67,221

PERFORMANCE PAY SALARY SCHEDULE

Initial classification placement for instructional employees is based on years of experience
in Florida or out of state experience. Salary adjustments are only made for employees
rated as Highly Effective or Effective on the Instructional Evaluation instrument.
Performance Pay stands in lieu of a normal step increase when step is awarded.

LEVEL	Bachelor's Degree	Master's Degree
	Placement I	
0	\$ 47,500	\$ 49,646
1	\$ 47,650	\$ 49,796
2	\$ 47,800	\$ 49,946
3	\$ 47,950	\$ 50,273
4	\$ 48,100	\$ 50,423
5	\$ 48,250	\$ 50,523
6	\$ 48,400	\$ 50,673
7	\$ 48,550	\$ 50,823
H.E.	\$ 151.00	
Eff.	\$ 150.75	

LEVEL	Bachelor's Degree	Master's Degree
	Placement II	
8	\$ 49,150	\$ 51,867
H.E.	\$ 601.00	
Eff.	\$ 600.75	

LEVEL	Bachelor's Degree	Master's Degree
	Placement III	
9	\$ 50,045	\$ 52,762
10	\$ 50,940	\$ 53,654
11	\$ 51,835	\$ 54,549
12	\$ 52,730	\$ 55,444
13	\$ 53,625	\$ 57,041
14	\$ 54,520	\$ 57,936
15	\$ 55,415	\$ 59,754
16	\$ 56,310	\$ 60,649
17	\$ 57,205	\$ 61,544
18	\$ 58,100	\$ 62,433
19	\$ 58,995	\$ 63,328
20	\$ 59,890	\$ 64,536
21	\$ 60,785	\$ 65,431
22	\$ 61,680	\$ 66,326
23	\$ 62,575	\$ 67,221
H.E.	\$896.00	
Eff.	\$895.75	

Employees who work one (1) day over half the year will automatically advance to the next level on July 1st.

Specialist Degree - add \$1,500 to the Master's Degree Salary.

Doctor's Degree - add \$3,000 to the Master's Degree Salary.

*Physical Therapist, Occupational Therapist, School Psychologist - hired before June 30, 2014 - \$68,869 (12 mths) or \$57,391 (10 mths).

*Physical Therapist, Occupational Therapist, School Psychologist - hired after June 30, 2014 - Instructional salary schedule plus \$7,000 supplement (10 mths).

*Speech/Language Pathologist - hired before June 30, 2016 - \$57,718 per year with Certification of Clinical Competence (3-C's) (10 mths).

*Speech/Language Pathologist - hired after June 30, 2016 - Instructional salary schedule plus \$7,000 supplement (10 mths).

JROTC Instructors and Senior Army Instructors hired after 2/29/00 will be paid the minimum salary required by our contract with The Army. New hires as of 1/2015 will be a 11 month position.

12 month instructional personnel will be paid at a factor of 1.2 of the 10 month salary (20% more) unless specifically addressed above.

*Physical Therapists, Occupational Therapists, and School Psychologists hired after June 30, 2014 will be placed on the Instructional Salary Schedule (in accordance with their degree and years of experience) and receive an annual supplement of \$7,000. Those hired before June 30, 2014 will be grandfathered in at their current salary (\$68,869 for 12 months, \$57,391 for 10 months) with the option to move to the new 10 months salary (Instructional Salary Schedule plus \$7,000 supplement) at the time of their choosing.

*Speech/Language Pathologists hired after June 30, 2016 will be placed on the Instructional Salary Schedule (in accordance with their degree and years of experience) and receive an annual supplement of \$7,000. Those hired before June 30, 2016 will be grandfathered in at their current salary (\$57,718 for 10 months per year with Certification of Clinical Competence - 3 C's) with the option to move to the new 10 month salary (Instructional Salary Schedule plus \$7,000 supplement) when they reach level 10.

*Mental Health Counselors (10 month contract) will be placed on the Instructional Salary Schedule (in accordance with their degree and years of experience) and receive an annual supplement of \$7,000.00.

The Superintendent may award \$250 to each school's nominee for Putnam County Teacher of the Year

Upon recommendation of the Principal or supervisor, and with approval of the Superintendent, or his/her designee, instructional personnel may receive a supplement not to exceed \$4,500.00 annually for other duties assigned not currently covered by existing supplements.

The hourly rate of compensation for additional grant funded employment opportunities will be negotiated with PFTU prior to the submission of the grant application if compensation will be at less than the employee's hourly rate of pay.

Board Approved
May 23, 2023

Page 1 of

**PUTNAM COUNTY SCHOOL DISTRICT
INSTRUCTIONAL SALARY SCHEDULE
2023-2024**

The benefits listed below are available to full-time employees:

1. Life Insurance - 1 times annual salary (maximum \$50,000).
2. Retirement - Board paid retirement (as set by the Florida Legislature).
3. FICA/Medicare - Board portion currently 7.65% of salary.
4. Section 125 Cafeteria Plan - enrollment fees paid by The Board.
5. Group Health Insurance.

Differentiated Pay: Beginning with the 2007-2008 school year, the District will offer eligible and approved instructional personnel differentiated compensation in one or more of the qualifying areas that follow:

1-Additional Responsibilities---eligible and approved personnel may receive additional supplements for other duties assigned by their site supervisor as listed on the attached Supplement Salary Schedule.

2-School Demographics---eligible and approved personnel may receive up to \$4,500 as a one time supplement to relocate to schools which have been identified by the District as "hard to staff" schools.

3-Level of Job Difficulty---eligible and approved personnel may receive up to \$4,500 as a supplement for difficult duties or challenging instructional assignments not normally associated with their job description. This includes Exceptional Education teachers who have been assigned as full-time teachers in a standard classroom but are additionally responsible for the writing of individual Education Plans for students at their work site.

4-District or State Defined Critical Shortage Areas---the District may award up to \$4,500 as a one time supplement to attract teaching personnel for instructional assignments determined by the District or State to be critical teacher shortage areas.

All teachers new to Putnam County shall receive credit with the Florida Retirement System (FRS) for all previous teaching experience in Florida and be placed at the same step on the salary schedule as other Putnam County teachers with the same number of years of experience for which the new teacher has an effective or higher summative evaluation (See Article 10, para. 8). Teachers from out of state or from non-public schools (recognized by a national or regional accrediting association) who held a state issued teaching credential during the time of service shall receive credit for experience which qualifies under Article 10, section A, para 8 and be placed at the same step on the salary schedule as other Putnam County teachers with the same number of years of experience.

Board Approved
May 23, 2023

Page 2 of

Proposed Instructional Salary Schedule 24-25

2024-25 Teacher Salary Increase Allocation

*TA 9/10/24 Mark Mac
Cham & Bell*

Add step, increase increment for step 7 to \$780, increase increment for step 8 to \$895, increase minimum to \$48,000

Step	No of empl	Current salary	Old increment	New Increment	New Salary	Change	Cost	Raise	Old Step
0	33	47500	0	0	48000	500	16500		
1	19	47650	150	150	48150	500	9500	650	2850
2	20	47800	150	150	48300	500	10000	650	3000
3	38	47950	150	150	48450	500	19000	650	5700
4	10	48100	150	150	48600	500	5000	650	1500
5	26	48250	150	150	48750	500	13000	650	3900
6	28	48400	150	150	48900	500	14000	650	4200
7	23	48550	150	780	49680	1130	25990	1280	3450
8	16	49150	600	895	50575	1425	22800	2025	9600
9	26	50045	895	895	51470	1425	37050	2320	23270
10	11	50940	895	895	52365	1425	15675	2320	9845
11	13	51835	895	895	53260	1425	18525	2320	11635
12	18	52730	895	895	54155	1425	25650	2320	16110
13	17	53625	895	895	55050	1425	24225	2320	15215
14	14	54520	895	895	55945	1425	19950	2320	12530
15	16	55415	895	895	56840	1425	22800	2320	14320
16	19	56310	895	895	57735	1425	27075	2320	17005
17	16	57205	895	895	58630	1425	22800	2320	14320
18	14	58100	895	895	59525	1425	19950	2320	12530
19	17	58995	895	895	60420	1425	24225	2320	15215
20	21	59890	895	895	61315	1425	29925	2320	18795
21	16	60785	895	895	62210	1425	22800	2320	14320
22	13	61680	895	895	63105	1425	18525	2320	11635
23	9	62575	895	895	64000	1425	12825	2320	8055
24+	121	62575	0	895	64895	2320	280720	2320	0
Total	574						758510	Auto Step	249000
								TSIA Cost	509510
								Target	503600
								Leftover	-5910

Cost of adding a step = 121 x \$895 = \$108,295

Appendix "B" Summer School

- A. Field of certification will be considered in filling summer school teaching positions. All summer positions will be filled with certificated teachers.

Rates paid for summer school teaching will be:

Teacher's salary for the year = HOURLY RATE

196 x 7.5

- B. Teachers employed for summer school earn one (1) day of sick leave which will be cumulative.

Appendix “C” and “D” Supplement Schedules

PUTNAM COUNTY SCHOOL DISTRICT SUPPLEMENTARY SALARIES 2022-2023

When the Superintendent recommends, and the Board approves, payment of a supplement to any individual in any school for performance of one of the following activities, then the rate of pay for such recommended person for the 2022-2023 school year shall be as follows. These supplements are paid for additional duties and responsibilities performed beyond the normal workday or workweek.

Employees receiving a supplement in 2005-2006 may elect to remain on Appendix C. Employees receiving a supplement for the first time in Putnam County School District will be paid on Appendix D.

All supplements received by any employee will all be paid on the same appendix.

GENERAL SUPPLEMENTS	Appendix C	Appendix D%	Appendix D \$
Academic Decathlon/County Academic Team	\$750.00	1.7%	\$ 822
Academic - “Hi-Q” one per High School	\$1,000.00	2.3%	\$ 1,083
Agriculture (High School)	\$1,813.00	4.2%	\$ 1,979
Agriculture (Middle School)	\$1,719.00	3.9%	\$ 1,867
Athletic Director:			
0-749 students	\$3,250.00		\$3,250.00
750-1,199 students	\$3,750.00		\$3,750.00
1,200+ students	\$4,250.00		\$4,250.00
Band Director (High School)	\$2,500.00	5.7%	\$ 2,726
Band Director (Middle School)	\$1,000.00	2.3%	\$ 1,083
Cheerleading Sponsor			
Varsity Football	\$938.00	2.1%	\$ 1,008
J.V. Football	\$750.00	1.7%	\$ 822
7th / 8th Grade Football	\$625.00	1.4%	\$ 672
Varsity Basketball	\$938.00	2.1%	\$ 1,008
J.V. Basketball	\$750.00	1.7%	\$ 822
7th / 8th Grade Basketball	\$625.00	1.4%	\$ 672
Choral Director	\$1,000.00	2.3%	\$ 1,083
Choral Director (over 1,500 students in school)	\$1,250.00	2.8%	\$ 1,344
Class Sponsor	\$413.00	0.9%	\$ 448
Club Sponsor:			
D.E.C.A.	\$481.00	1.1%	\$ 523
BETA Club	\$481.00	1.1%	\$ 523
F.B.L.A.	\$481.00	1.1%	\$ 523
Future Educators of America	\$481.00	1.1%	\$ 523

Board Approved
April 19, 2022
Amended
February 14, 2023

PUTNAM COUNTY SCHOOL DISTRICT
SUPPLEMENTARY SALARIES
2022-2023

GENERAL SUPPLEMENTS	Appendix C	Appendix D%	Appendix D \$
H.O.S.A.	\$481.00	1.1%	\$ 523
Skills USA	\$481.00	1.1%	\$ 523
S.W.A.T.	\$481.00	1.1%	\$ 523
National Honor Society	\$481.00	1.1%	\$ 523
FCCLA	\$481.00	1.1%	\$ 523
Chief Science Officer	NA	2.2%	\$ 1,046
Community School Coordinator	\$3,125.00	7.2%	\$ 3,398
Culinary Arts (\$100 per event not to exceed \$1,000 per year. Event must be approved by Administration in advance.)			
Dean (7th/8th Grade)	\$2,375.00	5.4%	\$ 2,577
Dean (9th-12th Grade)	\$2,500.00	5.7%	\$ 2,726
Debate/Forensics	\$1,000.00	2.3%	\$ 1,083
Department Head/Team Leader/Grade Chairperson			
1-5 Teachers	\$450.00	1.0%	\$ 485
6-10 Teachers	\$588.00	1.3%	\$ 635
Over 10 Teachers	\$725.00	1.7%	\$ 784
Drama Coach (per production - limit 3)	\$438.00	1.0%	\$ 485
Flag Corp Sponsor	\$600.00	1.3%	\$ 635
Foods Purchasing (Food Lab-Home Ec.)	\$188.00	0.4%	\$ 187
Girls on the Run	NA	1.3%	\$ 600/semester
Intramural Coordinator (one per Middle School)	\$1,250.00	2.8%	\$ 1,344
Intramural Staff Member (max. 15 per Middle School)	\$625.00	1.4%	\$ 672
Literacy Contact	\$1,000.00	2.3%	\$ 1,083
Mentor (1)	\$600.00	1.3%	\$ 635
Mentor (2)	\$900.00	2.0%	\$ 971
Newspaper (per edition)	\$88.00	0.2%	\$ 112

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April 19, 2022
Amended
February 14, 2023

PUTNAM COUNTY SCHOOL DISTRICT
SUPPLEMENTARY SALARIES
2022-2023

GENERAL SUPPLEMENTS	Appendix C	Appendix D%	Appendix D \$
Robotics	NA	2.2%	\$ 1,046
ROTC	\$413.00	0.9%	\$ 448
ROTC Commander	\$500.00	1.2%	\$ 560
Safety Patrol	NA	0.9%	\$ 448
Special Olympics (1-4 Units)	\$188.00	0.4%	\$ 187
Special Olympics (4 + Units)	\$525.00	1.2%	\$ 560
Student Council	\$294.00	1.1%	\$ 523
Technology School Contact	\$625.00	1.4%	\$ 672
Web Master	N/A	0.7%	\$ 336
Yearbook (with class)	\$563.00	1.3%	\$ 598
Yearbook (without class)	\$938.00	2.1%	\$ 1,008
Baseball:			
Head Coach	\$1,878.00	4.3%	\$ 2,054
Assistant Coach	\$1,284.00	2.9%	\$ 1,382
Basketball:			
Head Coach	\$1,878.00	4.3%	\$ 2,054
Assistant Coach	\$1,284.00	2.9%	\$ 1,382
Bowling	NA	2.9%	\$ 1,382
Competitive Cheerleading	\$750.00	1.7%	\$ 822
Cross Country	\$1,284.00	2.9%	\$ 1,382
Fishing	NA	2.9%	\$ 1,382
Football:			
Head Coach	\$3,500.00	8.0%	\$ 3,809
Assistant Coach	\$1,878.00	4.3%	\$ 2,054
Girls Flag Football:			
Head Coach	\$1,878.00	4.3%	\$ 2,054
Assistant Coach	\$1,284.00	2.9%	\$ 1,382
Golf	\$1,284.00	2.9%	\$ 1,382
JROTC Drill Team	NA	2.9%	\$ 1,382
Soccer:			
Head Coach	\$1,878.00	4.3%	\$ 2,054
Assistant Coach	\$1,284.00	2.9%	\$ 1,382

Board Approved
April 19, 2022
Amended
February 14, 2023

PUTNAM COUNTY SCHOOL DISTRICT
SUPPLEMENTARY SALARIES
2022-2023

GENERAL SUPPLEMENTS	Appendix C	Appendix D%	Appendix D \$
Softball: Junior Varsity/Varsity			
Head Coach	\$1,878.00	4.3%	\$ 2,054
Assistant Coach	\$1,284.00	2.9%	\$ 1,382
Swimming:			
Head Coach	\$1,878.00	4.3%	\$ 2,054
Assistant Coach	\$1,284.00	2.9%	\$ 1,382
Tennis	\$1,284.00	2.9%	\$ 1,382
Track:			
Head Coach	\$1,878.00	4.3%	\$ 2,054
Assistant Coach	\$1,284.00	2.9%	\$ 1,382
Trainer	\$1,375.00	3.1%	\$ 1,494
Volleyball:			
Head Coach	\$1,878.00	4.3%	\$ 2,054
Assistant Coach	\$1,284.00	2.9%	\$ 1,382
Weightlifting	\$1,878.00	4.3%	\$ 2,054
Wrestling:			
Head Coach	\$1,878.00	4.3%	\$ 2,054
Assistant Coach	\$1,284.00	2.9%	\$ 1,382
EXPERIENCE - ATHLETIC COACHING SUPPLEMENTS			
0 - 1 years coaching experience in Putnam County:	Coaching Supplement	N/A	N/A
2 and 3 years coaching experience in Putnam County:	Coaching Supplement	N/A	N/A
	Plus \$413.00		
4 and 5 years coaching experience in Putnam County:	Coaching Supplement	N/A	N/A
	Plus \$688.00		
6 and over years coaching experience in Putnam County:	Coaching Supplement	N/A	N/A
	Plus \$963.00		
(Years experience limited to one coaching supplement per year.)			

Board Approved
April 19, 2022
Amended
February 14, 2023

Para Supplements Putnam County School District

District Wide

- Individual Paras (19)
 - Self-care needs - \$1500
 - Academic / Behavior needs - \$1250
- Other ESE Paras
 - Self-contained classes - \$1000 (25)
 - ESE PK - \$1000 (11)
- Elementary Specials - \$1500 (40)

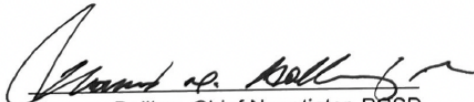
Instructional / Admin at MLC / Cluster Class IJSHS

- Instructional - \$1500
- Admin (MLC only) - \$1500

*****Physical Therapists/ Occupational Therapists / Mental Health Counselors / Speech Language Pathologists / School Psychologists** - Placed on Instructional Salary Schedule with \$8,000 supplement for having the required state licensure to work without the supervision of another therapist, counselor, psychologist, etc. (more cost-effective than contracting out)

*****Certified Guidance Counselors - \$5000**

*****E-Sports to Supplementary Salaries** - same as other sports - \$1382


Thomas Bolling, Chief Negotiator, PCSD

Date Signed 10/30/24


Mark Motl, President, PFT/U

Date Signed 10/30/24

Appendix “E” Memorandum Of Understanding

This appendix contains any Memorandum of Understanding that has been reached by mutually agreeing parties. A Memorandum of Understanding is an agreement that pertains only to a specific worksite or select group of employees. The Memorandum is not part of general contract language and does not impact or bind employees other than those specifically referenced in the document. A Memorandum of Understanding is valid for one year from the date of signing unless renewed by mutual agreement.

MEMORANDUM OF UNDERSTANDING

Between: The Putnam Federation of Teachers/United

And: The District School Board of Putnam County

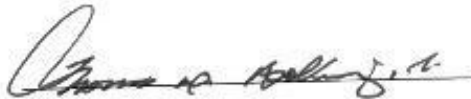
Subject: Proposal for Coaches & Athletic Directors to Operate School Buses

The Putnam Federation of Teachers/United and the District School Board of Putnam County hereby agree to the following terms:

1. **Authorization for CDL Acquisition:** Coaches and Athletic Directors are granted authorization to obtain their CDL (Commercial Driver's License) for the purpose of operating school buses. All expenses associated with acquiring CDLs will be covered or reimbursed by the Putnam County School District Transportation Department.
2. **Assignment of Extra Duty Trips:** a. Extra duty trips will be allocated to bus drivers based on seniority, as outlined in Article 9, paragraph B.1.h. b. In the event no bus drivers are available for a trip, Coaches/Athletic Directors may be assigned as emergency drivers.
3. **Compensation:** a. Coaches or Athletic Directors serving as bus drivers will be compensated at a rate of \$18.00 per hour, with a minimum of 2.5 hours per trip. b. If the Coach or Athletic Director operating the bus is not currently coaching for the trip event, they will be compensated for the entirety of the trip.

This memorandum of understanding will sunset on June 30, 2025.

Signed:



Thomas D. Bolling Sr., Chief Negotiator, PCSD

Date Signed: 7/1/24



Mark Motl, President, PFT/U

Date Signed: 7/1/24

MEMORANDUM OF UNDERSTANDING

Between: The Putnam Federation of Teachers/United

And: The District School Board of Putnam County

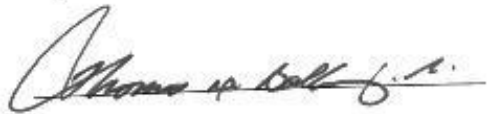
Subject: Proposal for Classified/Instructional Staff to Operate School Buses

The Putnam Federation of Teachers/United and the District School Board of Putnam County hereby agree to the following terms:

1. **CDL Requirement:** Classified Staff must obtain their CDL (Commercial Driver's License) for the purpose of operating school buses. All expenses associated with acquiring CDL's will be covered or reimbursed by the Putnam County School District Transportation Department. Training will be conducted during the Summer.
2. **Assignment of Routes:** Classified Staff will only be asked to drive a bus in the event no bus drivers are available for that route. Staff may only drive the bus outside their contracted hours.
3. **Compensation:** Employees serving as bus drivers will be compensated at a rate of \$18.00 an hour with a minimum of 2.5 hours per trip.

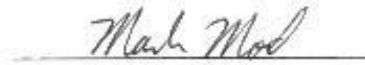
This memorandum of understanding will sunset on June 30, 2025.

Signed:



Thomas D. Bolling Sr., Chief Negotiator, PCSD

Date Signed: 7/1/24



Mark Motl, President, PFT/U

Date Signed: 7/1/24

MEMORANDUM OF UNDERSTANDING

To Reward Advisors and Coaches who serve for the Chief Science Officer Program and Robotics

The Putnam Federation of Teachers/United (PFT/U) and the Putnam County School District (District) agree to the following:

Whereas, personnel are supervising students serving as Chief Science Officers and Robotic students at their respective schools.

Now Therefore, The parties agree as follows:

Advisors/Robotic Coaches must oversee students who are serving as Chief Science Officers and Robotic students at their respective schools. Personnel will be awarded \$1,000.00 for serving in this role. The funding source for this will be grant funding.



Thomas D. Bolling, Sr.
Chief Negotiator

Date 5-22-24



Mark Motl
President, PFT/U

Date 5/22/24

Memorandum of Understanding

"Educational Emergency"

This memorandum of understanding, effective for the 2024-25 school year, is entered into by and between the District School Board of Putnam County and Putnam Federation of Teachers/United with regard to Florida Department of Education statutory requirements governing schools under the School Improvement State System of Support.

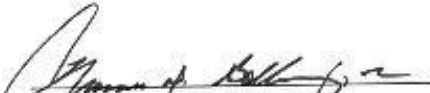
Educational Emergency Defined- Pursuant to Section 1001.42(21), an educational emergency exists in a school district if one or more schools in the district have a school grade of "D" or "F".

When such an emergency exists, the school district is required to negotiate special provisions of its contract with the appropriate bargaining units to free schools with a school grade of "D" or "F" from contract restrictions that limit the school's ability to implement programs and strategies needed to improve student performance.

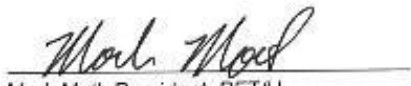
These negotiations shall address the selection, placement, and expectations of instructional personnel that are assigned to schools in an educational emergency.

This MOU applies to all schools that have an official school grade of "D" or "F" for the 2024-25 school year.

This MOU will be reviewed annually by the involved parties.


Thomas Bolling, Chief Negotiator

5/22/24
Date

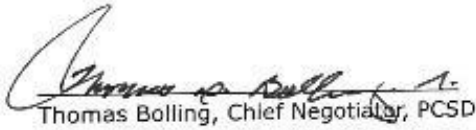

Mark Motl, President, PFT/U

5/22/24
Date

**Memorandum Of Understanding
Between the Putnam County School District and the Putnam
Federation of Teachers United**

Food Service Evaluation Form (2024-25)

1. Both parties agree to use the attached evaluation form for School Food Service bargaining unit employees (workers, assistant managers, etc) for the 2024-2025 school year.
2. Both parties agree that the Director of School Food Service will ensure that all SFS managers and supervisors who will be using this evaluation form will be trained no later than October 31, 2024 and before this form is used for any formal evaluation.


Thomas Bolling, Chief Negotiator, PCSD

Date 9/25/24


Mark Motl, Chief Negotiator, PFT/U

Date 9/25/24

MEMORANDUM OF UNDERSTANDING

Between the Putnam County School District

and the Putnam Federation of Teachers/United

Subject: Guardian Supplement

Background:

School Guardians play a vital role in ensuring the safety of our school staff and students within the Putnam County School District. Recognizing the rigorous training and significant responsibilities undertaken by these individuals, this supplement acknowledges their commitment to protecting our community. In addition to their regular duties, Guardians are required to attend special events, adding to their workload. We also honor the fact that they put their lives at risk to safeguard ours.

Conditions for Payment of Supplement:

The Guardian Supplement will be funded through the Safe Schools allocation. Upon successful completion of all required training and qualifications, each Guardian will be eligible for a supplement of \$5,000. This supplement will be awarded once per school year to all eligible Guardians. The identities of those receiving this supplement will be protected in accordance with Florida Statute 30.15, which ensures confidentiality regarding their certification status:

30.15 Powers, duties, and obligations.—

(6) Any information held by the Department of Law Enforcement, a law enforcement agency, a school district, or a charter school that would identify whether a person has been certified to serve as a school guardian is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This subsection is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2029, unless reviewed and saved from repeal through reenactment by the Legislature.

This Memorandum of Understanding will be effective until September 26, 2025.



Thomas D. Bolling
Chief Negotiator, PCSD

10/30/24
Date



Mark Motl
President, PFT/U

10/30/24
Date

MEMORANDUM OF UNDERSTANDING

The PCSD and the PFT/U agree to the following:

For the 2025 calendar year, all current employees enrolled in the group health insurance will receive a ONE-TIME insurance subsidy in the amount of \$300 per month (for 10 months) for a total of \$3000, effective January 1, 2025. The money that will be used to fund this subsidy will come from the Insurance Reserve Fund.


Mark Motl, President
PFT/U

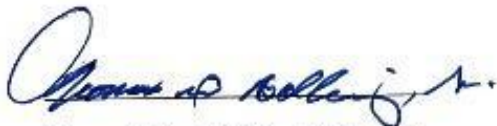

Thomas Bolling, Associate Superintendent
Chief Negotiator, PCSD

MEMORANDUM OF UNDERSTANDING

The Putnam Federation of Teachers/United and the
District school Board of Putnam County
agree to the following:

Perfect Attendance Incentive for All Bargaining Unit Transportation Employees

- All bargaining unit transportation employees will receive a stipend of \$250 per month for each month that they record perfect attendance. This incentive will be in effect September 1, 2024 through May 30, 2025.



Thomas Bolling, Chief Negotiator, PCSD

Date Signed: 10/30/24



Mark Motl, President, PFT/U

Date Signed: 10/30/24

Memorandum of Understanding

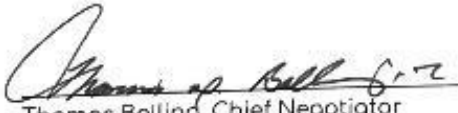
Educational Emergency
Tutoring During the School Day

This memorandum of understanding acts as an addendum to the Educational Emergency MOU effective for the 2024-2025 school year, entered into by and between the District School Board of Putnam County and Putnam Federation of Teachers/United.

As part of the Educational Emergency MOU signed on July 31, 2024, the school district is required to negotiate special provisions of its contract with the appropriate bargaining units to free schools with a school grade of "D" or "F" from contract restrictions that limit the school's ability to implement programs and strategies needed to improve student performance.

With prior approval of the school principal and the Executive Director of School Improvement, teachers may forfeit their planning time within the school day to support specific learning goals for select groups of students. These teachers must have effective or highly effective instructional practice scores and specialized knowledge to support student performance needs. Teachers will be paid their hourly rate of pay to tutor students during their assigned planning during the school day. Time sheets will be submitted to document teacher tutoring during their planning time during the school day.

This MOU applies to schools that have an official school grade of "D" or "F" for the 24-25 school year.


Thomas Bolling, Chief Negotiator

5/22/24
Date


Mark Mott, President, PFT/U

5/22/24
Date

Appendix “F” Progressive Discipline Forms

This is the first step of progressive discipline that could result in further disciplinary action up to and including termination of employment. This document does not require the employee's signature and cannot be placed in the employee's personnel file. This is the supervisor's record of conversation. The employee is aware that this document will become null and void within a calendar year from the date of occurrence if no other documented disciplinary matters have occurred.

NAME:_____ DATE: _____ TIME:_____

POSITION/CLASSIFICATION:_____ LOCATION/DEPT:_____

CONTRACT STATUS:_____

TOPIC OF CONFERENCE:_____

THOSE PRESENT AT TIME OF CONFERENCE:_____

This is a record of a verbal warning that was issued to the above named employee on this date.

The deficiencies in performance are as follows:

Comments:

Principal/Administrator's Signature

Date

Witness Signature

Date

PUTNAM COUNTY SCHOOL DISTRICT
EMPLOYEE CONFERENCE FORM

This is the second step of progressive discipline. This document notifies the employee in writing of continuing concerns which may result in a written reprimand if not corrected within a specified time.

NAME: _____ DATE: _____ TIME: _____

POSITION/CLASSIFICATION: _____ LOCATION/DEPT: _____

CONTRACT STATUS: _____

TOPIC OF CONFERENCE: _____

THOSE PRESENT AT TIME OF CONFERENCE: _____

AREAS DISCUSSED:

SUGGESTIONS NOTED:

SOURCES OF ASSISTANCE SUGGESTED BY SUPERVISOR:

Employee comments/rebuttal should be attached.

Your performance will be reviewed again on: _____

Employee signature means that the employee was present and is aware of the comments on this form; not that he/she agrees with the comments.

Principal/Administrator Signature

Employee Signature

Witness Signature

PUTNAM COUNTY SCHOOL DISTRICT
RECORD OF WRITTEN REPRIMAND

This is the FINAL step of progressive discipline. This document notifies the employee in writing of continuing concerns which has resulted in the employee being placed in the NEAT procedure.

NAME: _____ DATE: _____ TIME: _____

POSITION/CLASSIFICATION: _____ LOCATION/DEPT: _____

CONTRACT STATUS: _____

TOPIC OF CONFERENCE: _____

THOSE PRESENT AT TIME OF CONFERENCE: _____

Be advised by way of this record of reprimand, your performance is currently at a less than satisfactory level. Deficiencies in your performance are as follows:

E) Explanation of deficiencies and suggestions for corrections:

A) Assistance rendered to correct deficiencies:

T) Time for alleged deficiencies to be corrected:

Your performance will be reviewed again on:

Your failure or refusal to correct the above listed deficiencies within the time frame provided will result in further disciplinary action up to and including termination of employment.

Employee comments/rebuttal should be attached.

Principal/Administrator Signature

Employee Signature

Witness Signature

Appendix "G" Official Grievance Form

Putnam Federation of Teachers/United

Official Grievance Form

NAME(S): _____

WORKSITE: _____ ASSIGNMENT: _____

HOME ADDRESS: _____ HOME PHONE: _____

DATE OF INCIDENT: _____

RELATES TO ARTICLE(S): _____ of the

- CLASSIFIED
- INSTRUCTIONAL

CONTRACT

STATEMENT OF GRIEVANCE:

REMEDY SOUGHT:

Signature

Date

File Date(s)

Level 1 _____ Level 2 _____ Level 3 _____

Response Approved/Denied:

Level 1 _____ Level 2 _____ Level 3 _____

**Please Attach Response for Denial

Provide copies to the Grievant, Union and Supervisor