COLLECTIVE BARGAINING AGREEMENT

Between

The School District of Indian River County

and

The Indian River County Education Association

(IRCEA)

2026–2027

STRONGER SDIRC TOGETHER

IRCEA

Indian River County Education Association

Table of Contents

ARTICLE 1 – RECOGNITION 5
1.1. Preamble 5
1.2 Recognition 5
1.3 Definitions 5
ARTICLE 2 – ASSOCIATION AND MEMBER RIGHTS 6
2.1 General Provisions 6
2.2 Use of Facilities and Communication 6
2.3 Payroll Deductions 6
2.4 Provision of Public Records 7
2.5 Association Release Time 7
2.6 Association Leave 7
2.7 Association Leadership Benefits 7
ARTICLE 3 – WORKING CONDITIONS 8
3.1 Workday and Work Year 8
3.2 Planning, Preps, Duties, and Meetings 9
3.3 Parent Teacher Conferences 11
3.4 Administrative Meetings 11
3.5 Media Centers 12
3.6 Non-Instructional Duties 12
3.7 Health, Safety and Welfare Issues 13
3.8 Professional Appearance 14
3.9 Facilities 14
3.10 Personnel File 14
3.11 Video Cameras, Cell Phones and Other Recording Equipment 14
3.12 Lesson Plans, Contingency Lesson Plans, and Seating Charts 15
ARTICLE 4 –TEACHER EVALUATION 16
4.1 Authority and Purpose 16
ARTICLE 5 – EMPLOYEE DISCIPLINE 17
5.1 Discipline Defined 17
5.2 Procedures 17
ARTICLE 6 – TRANSFERS, ASSIGNMENTS, PROMOTIONS 18
6.1 Transfers 18
6.2 Assignments/Reassignments 19
6.3 Promotions 20
6.4 Assignment of Non-MBUs to Bargaining Unit Positions 20
ARTICLE 7 – REDUCTION IN PERSONNEL 21
7.1 Layoff Procedures 21
7.2 Recall 21
ARTICLE 8 – TEACHER AUTHORITY AND PROTECTION 22
8.1 Student Discipline 22
8.2 Determination of Student Grades 22
8.3 Exceptional Student Referral 22
8.4 Assault and/or Battery Against an MBU 22
8.5 Legal Consultation Rights 22
8.6 Damaged Property Restitution 23
8.7 Availability of School Board Rules 23
8.8 Faculty Lounge 23

8.9 Teacher as Acting Principal 23
ARTICLE 9 – ACADEMIC FREEDOM 24
9.1 Academic Freedom Recognition 24
ARTICLE 10 – PROFESSIONAL ISSUES 25
10.1 Calendar Committee 25
10.2 Class Size 25
10.3 Peer Teacher Assignments 25
10.4 Student and Intern Assignments 25
10.5 Administrator Survey Evaluation 25
10.6 Critical Teacher Shortage Areas 25
10.7 District and School Budgets 26
10.8 Southern Association of Colleges and Schools 26
10.9 Job Sharing 26
10.10 School Handbooks 26
10.11 Health Insurance Committee 26
10.12 Lesson Plans and Grading Procedures During Extended Absence 26
ARTICLE 11 – FACULTY COUNCIL 27
11.1 Composition and Selection 27
11.2 Function and Meetings 27
ARTICLE 12 – SYSTEM-WIDE INSTRUCTIONAL COUNCIL 28
12.1 Purpose 28
12.2 Composition and Guidelines 28
ARTICLE 13 – PROFESSIONAL LEARNING 29
13.1 Purpose and General Guidelines 29
13.2 Recognition of Training 30
13.3 In-Service and/or Professional Learning Credit 30
13.4 Professional Learning Plan 30
13.5 National Board Certification 31
13.6 Educational Research Dissemination 31
13.7 English as Second Language (ESOL) 31
13.8 Exceptional Student Education (ESE) 31
ARTICLE 14 – LEAVES 32
14.1 General Information and Procedures 32
14.2 Paid Leaves 34
14.3 Unpaid Leaves 39
ARTICLE 15 – SICK LEAVE BANK 41
15.1 Membership 41
15.2 Establishment and Duration 41
15.3 Administration and Governance 41
15.4 Benefits 41
15.5 Bank Replenishment 41
15.6 Bank Dissolution 42
15.7 Withdrawal of Participation 42
15.8 Participation Abuse 42
15.9 Hold Harmless 42
ARTICLE 16 – RETIREMENT 43
16.1 Pre-retirement Information 43
16.2 Retirement Incentive and Eligibility 43
ARTICLE 17 – GRIEVANCE PROCEDURE 44
17.1 Purpose 44

17.2 Definitions 44
17.3 Time Limits 44
17.4 Representation 44
17.5 Grievance Progression 45
17.6 Powers of the Arbitrator 46
17.7 Additional Provisions 47
ARTICLE 18 – NEGOTIATION PROCEDURES 48
18.1 General Provisions 48
18.2 Notice of Negotiations 48
18.3 Permissive Language Negotiation 48
ARTICLE 19 – PROFESSIONAL COMPENSATION AND FRINGE BENEFITS 49
19.1 Experience Credit and Placement on Salary Schedule 49
19.2 Advanced Degrees or Certification 49
19.3 Compensation and Pay Schedules 50
19.4 Fringe Benefits 51
19.5 Employee Assistance Program (EAP) 51
19.6 Insurance Payments for MBUs on Medical Leave 53
19.7 Differentiated Pay 53
ARTICLE 20 – Term of Agreement and Signatures 54
APPENDICES 55
APPENDIX A1. SALARY SCHEDULE 56
APPENDIX A2. INITIAL PLACEMENT SCHEDULE AND ADVANCED DEGREE SUPPLEMENTS 57
APPENDIX A3. ATHLETIC AND CLUB SUPPLEMENTS 58
APPENDIX A4. EXTENDED CONTRACT SUPPLEMENT 62
APPENDIX A5. CLUB/ORGANIZATION NAME 63
APPENDIX B. HEALTH INSURANCE 64
APPENDIX C. IRCEA APPLICATION 65
APPENDIX D. GRIEVANCE FORM (for illustrative purposes) 66
APPENDIX E. COMMITTEE LIST 71
APPENDIX F. FMLA AND WORKERS COMPENSATION GUIDELINES AND PROCEDURES 72
APPENDIX G. EMERGENCY CARE PLAN NOTIFICATION COVER LETTER 73
APPENDIX H. MEMORANDUMS AND AGREEMENTS 74
APPENDIX H1. OTHER MOUs WITHIN CONTRACT PERIOD (Inactive) 75

ARTICLE 1 – RECOGNITION

1.1. Preamble

A. The School District of Indian River County, hereinafter referred to as the “Board” or “SDIRC” or “Employer,” and the Indian River County Education Association, hereinafter referred to as the “Association” or “IRCEA,” having met and negotiated in accordance with Florida Statutes Chapter 447 and having reached certain understandings, hereby agree as follows:

1.2 Recognition

A. The Board hereby recognizes the Indian River County Education Association as the sole and exclusive bargaining agent for all regular full time classroom teachers, guidance counselors, department and grade level Chairs, occupational outreach coordinators, speech and language pathologists, SLP assistants, library-media specialists, "teachers on assignment", instructional coaches, resource specialists/teachers, music directors, JROTC instructors, migrant-immigrant specialists, and career and technical education specialists.

B. The Board agrees not to negotiate with or recognize any teachers' organization composed of the classification of employees listed in “A” above other than the Association for the duration of this agreement.

C. This agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with the terms of this agreement.

1.3 Definitions

A. The term "member(s)" or "M.B.U." (also “MBU”) shall be used to refer to a member or members of the bargaining unit.

B. Agreement: shall mean the four corners of this negotiated contract.

C. Seniority: shall mean the length of continuous (unbroken) service with the District.

D. Days: shall mean calendar days unless otherwise indicated in this Agreement.

ARTICLE 2 – ASSOCIATION AND MEMBER RIGHTS

2.1 General Provisions

A. The Board hereby agrees that every employee of the Board eligible for inclusion in the bargaining unit as listed on certificate #29 of The Public Employee Relations Commission date May 15, 1975, shall have the right to join and participate in the Indian River County Education Association or the right to refrain from such activity.

B. Employees who are, or who qualify to be, members of units represented by this Association shall have the right to join and assist or to refrain from joining and assisting the Association and the activities conducted by the Association for the purpose of collective bargaining or other mutual aid or protection. This right shall be enjoyed without interference from the Board or its representatives or from any member, officer, or representative of the Association.

C. Nothing contained in this contract shall be construed to provide, deny, or to restrict employees who are members of the Association or employees who are eligible for membership in the Association rights they may or may not have under Florida school laws or other applicable laws, rules, and regulations.

D. Upon ratification of the proposed agreement by the parties, eighty (80) copies of the agreement shall be furnished to the Association. The cost of printing shall be borne equally by the parties. Additionally, the agreement will be posted on-line on the District website.

2.2 Use of Facilities and Communication

A. The Association and its representatives shall be considered a school-related group regarding the use of school buildings for meetings. The Association or its representatives shall make proper arrangements with the school principal and adhere to regulations set forth in School Board Policy 7510.

B. The Association may post notices of activities and matters of the Association on a bulletin board specifically assigned by the school principal. Each school will provide bulletin board space designated for Association use.

C. The Indian River County courier service will be available within District facilities to the Association without expense for any reasonable handling of mail. Reimbursement as mutually agreed upon is expected if usage exceeds reasonable limits as determined by the Board. If agreement is not reached, courier service will be discontinued for the Association.

D. Mailboxes assigned to members of the bargaining unit in each school may be used for Association communication at the discretion of the Association.

E. When school announcements are made through written bulletins, brief Association announcements may be included with prior approval of the principal.

F. The Association president via district e-mail may communicate announcements of IRCEA meetings with attached agenda.

G. The Association faculty representative, IRCEA officers or other designated representatives shall be given an opportunity at the end of each faculty meeting to present reports and announcements, provided prior arrangement is made with the principal.

H. Association members will be given an opportunity to meet with the faculties for the purpose of explaining the contract and other related matters. Arrangements for these meetings will be worked out between representatives of the Association and principals of individual schools.

I. The Association president via the automated calling system may communicate announcements regarding voting to MBUs.

2.3 Payroll Deductions

A. The Board agrees to deduct Association dues from the wages of those employees who have completed the written authorization for such deductions as provided in School Board Policy 6520 of the School District of Indian River County. Dues will be deducted proportionally from each check.

B. The employee's authorization shall continue to be in effect unless cancelled by written notice to the Association and Board. The notice must be received at least thirty (30) days prior to the effective date of the cancellation.

2.4 Provision of Public Records

A. The Board agrees to furnish to the president of the Association, upon request, any public information falling under provisions of the public records laws.

B. Requested information will be provided in a timely manner as stated in Chapter 119.07 and may be prepared at cost to the Association.

2.5 Association Release Time

A. The Board will provide a substitute for a maximum of thirty (30) days for the Association president or his/her designee for Professional Leave with pay, provided written designation and leave forms are filed five (5) days prior to the leave. Up to thirty (30) additional days, when mutually agreed on by the Association and the School Board, will be granted when such leave will promote the welfare of the schools. When extenuating circumstances exist and an approved substitute or a volunteer staff member can be secured by the principal for the person on leave, the leave shall be approved in less than five (5) days. The sixty (60) days shall represent the total days granted for all Association activities.
   1. The Board shall pay for the cost of substitute teachers for the first fifteen (15) days of leave under this provision and the Association shall pay for the cost of substitute teachers for days sixteen (16) through thirty (30).
   2. The Board shall pay for the cost of substitute teachers for days: thirty-one (31) through sixty (60) when leave is initiated by the Board.

2.6 Association Leave

A. Leave of absence without pay shall be granted by the Board to an IRCEA representative for the purpose of serving as an officer of [limited to one (1)]: the Florida Education Association, the American Federation of Teachers, or the National Education Association upon written application of such teacher to the Superintendent at least twenty-five (25) calendar days prior to the onset of the semester in which the leave is to begin.

B. Such leave shall be approved on an annual basis for the length of the term of office.

C. Leave approved under this provision shall not be for less than one (1) school year.

D. The IRCEA President will maintain his/her teacher contract with all included provisions. The IRCEA President will continue to be an MBU governed by the Collective Bargaining Agreement. The Association president will be relieved of regular classroom duties and be classified as a Teacher on Assignment.

E. The Association shall reimburse the Board for the salary, medical insurance, Florida Retirement System and Social Security costs for annual release of the Association president using mutually agreed upon procedure. It is the express desire of both the Association and the Board to have a full-time release position for the Association president. Until such time as the Association becomes eligible for a FEA funding grant to aide in supporting the cost of a full-time release position, the Board will agree to an annual half-time release position (half-time defined as a .5 position). After receiving said FEA grant, the half-time release position of the Association president will automatically convert to a full-time release position.

2.7 Association Leadership Benefits

A. The position of IRCEA President will receive full benefits.

ARTICLE 3 – WORKING CONDITIONS

3.1 Workday and Work Year

A. The work year for all ten (10) month employees shall be 196 days. Additional days may be added at the discretion of the Board (for declared emergencies) at the same daily rate of pay.
    1. MBUs employed for additional days beyond the regular 196 work calendar will be paid in accordance with the salary schedules attached in the Appendix.

B. The established workday is seven and one-half (7.5) hours including 30 minutes for lunch.
    1. Elementary contract time is 8:30-4:00.
    2. Middle School contract time is 7:40-3:10.
    3. High School contract time is 7:00-2:30.

C. Starting July 1, 2022, and going forward, the established workday is seven and one-half (7.5) hours per day including 30 minutes for duty-free lunch.

D. Classroom teachers are required to provide a maximum of twenty-five (25) hours of FEFP instruction directly to students each week with the exception of extenuating circumstances where it is necessary to change the student day to comply with minimal FEFP instructional time (i.e., hurricane makeup) or in cases where the MBU agrees to teach during her/his planning period.

E. All MBUs shall be provided a consistent and reasonably scheduled thirty (30) minute duty-free lunch period. The scheduled duty-free lunch period shall not be interrupted or reassigned except in the event of an emergency declared by the principal or the principal's designee.

F. MBUs will be notified via email or phone of any changes in teaching assignment after the close of the school year. If this constitutes a physical move, then support will be provided at a convenient time for both the MBU and site administration.

G. The length of the probationary period is defined as one school year. For MBUs whose start day occurs prior to the last day of the first semester, their probationary period will end on the last day of the teachers' contract for that school year. For MBUs whose start day occurs on or after the first day of the second semester, their probationary period will end one calendar year from the start date.

H. WORKDAY EXPECTATIONS

All MBUs are expected to report to work on time and attend their scheduled classes, independent planning, collaborative planning, and other assigned duties regularly.

I. TRAVEL DURING WORKDAY

1. When an MBU is required by the District to travel between two (2) or more assigned work sites during the employee's scheduled workday, such travel shall be considered authorized District business.
2. The MBU shall be reimbursed for mileage incurred in excess of the employee's normal commute, calculated based on the distance traveled between assigned work sites.
3. Mileage reimbursement shall be paid at the rate established by District policy and Florida Statute 112.061, as amended, and shall be subject to applicable District travel procedures and documentation requirements.
4. This provision shall not apply to travel between an MBU's residence and the MBU's initial or final assigned work site for the workday.
5. Adequate time will be allotted for travel between work sites.

3.2 Planning, Preps, Duties, and Meetings

A. Daily planning time is granted to all teachers engaged in classroom instruction. Planning time shall be free of supervisory duty and appropriate to the instructional assignment. Planning is intended to be uninterrupted planning time.
   1. The table below is illustrative of the daily and weekly planning afforded classroom instructional teachers.
   2. Where special supplements are paid for additional duties, the workday will be appropriately extended.

B. Planning includes professional responsibilities such as lesson planning, grading, parent phone calls/ conferences, data entries or logs, and classroom preparation activities.

C. Individual Planning is intended to be a work activity during contract hours.

Elementary Schools and IR-Prep

- Teacher Contract Time: 8:30 AM – 4:00 PM
- School Day: 9:00 AM – 3:40 PM

Time of Day	Planning Minutes
Morning Planning	30 Minutes
During the School Day Planning	40 Minutes
Afterschool Planning	20 Minutes

Middle Schools and K-8 Schools

- Teacher Contract Time: 7:40 AM – 3:10 PM
- School Day: 8:10 AM – 2:51 PM

Fellsmere Academy "VPK & ESE-PK" & Pelican Island Classical "VPK": School Day 8:30am – 2:30pm

Time of Day	Planning Minutes
Morning Planning	30 Minutes
During the School Day Planning	50 Minutes
Afterschool Planning	19 Minutes

High Schools

- Teacher Contract Time: 7:00 AM – 2:30 PM
- School Day: 7:20 AM – 2:07 PM

Time of Day	Planning Minutes
Morning Planning	20 Minutes
During the School Day Planning	49 Minutes
Afterschool Planning	23 Minutes

D. Collaborative lesson planning refers to the joint efforts of teachers to plan their lessons in scheduled meetings. Based on their reflections, examination, and discussion, teachers design lessons and activities to continually improve the teaching process and positively impact student learning. Collaborative planning should not only improve instruction, but it should also help instructors to distribute their workload among their collaborators.
    1. Classroom teachers are required to meet for the purpose of collaborative planning during regular contractual work hours. Collaborative planning refers to the joint efforts of teachers and/or coaches and administrators to design lessons and activities to continually improve the teaching and learning process. Where teachers are a "Singleton" (meaning, the only person teaching a grade level and/or subject), individual planning may be substituted.
    2. Collaborative Planning is to be instructor led with the support of Administration and/or instructional coaches unless otherwise requested by MBU.
    3. Collaborative Planning is intended to be between MBUs teaching the same course (secondary) or grade-level and content area (elementary) at the same worksite. MBUs who do not have aligned teacher planning periods with a collaborative partner teacher shall be treated as singletons.
    4. Collaborative planning shall take place with assigned groups and include any activities that are directly related to the creation and implementation of lessons within the class.
    5. The evidence of collaborative planning will be the lesson plans created during or resulting from collaborative planning.
    6. Collaborative planning shall not be scheduled during three (3) designated assessment periods each school year. SDIRC and IRCEA will collaboratively choose the three (3) assessment periods by the end of the teacher planning week (prior to the first day of school).
    7. Collaborative planning shall not be scheduled during the two (fall and spring) conference weeks.

E. PREPS (Preparation Periods)
    1. Where teaching subjects are departmentalized, the administrator will make every effort to see that no MBU is assigned more than three (3) preparations (preps) per semester, unless mutually agreed upon between the MBU and Administration.
    2. A "prep" is considered the time and material necessary to create a lesson for any given subject. MBUs will only be required to have one lesson plan per prep regardless of grade level or level of course content. For purposes of this section, courses sharing the same primary course content and state standards (e.g. Algebra 1, Algebra 1 Honors but not limited to) shall count as a single distinct subject.
    3. This limitation shall not apply to classroom teachers responsible for delivering integrated instruction across the full academic day.

F. The District aims to maximize opportunities for classroom teacher planning and preparation to drive quality instructional outcomes.
    1. All MBUs (classroom and non-classroom) will be assigned 1 session of supervision duty per week (or the equivalent number of student weeks for a school year, e.g., 36 weeks = 36 sessions). An MBU would be eligible for pay as referenced below if duty session exceeds 20 minutes.
    2. MBUs may volunteer, at Administration request, to work additional sessions, and will be eligible for their base salary hourly rate (prorated for the assignment length and not inclusive of supplements).
    3. The spirit of this language in this article should not be interpreted as an exemption from duties when assigned. In conjunction with Article 3.3(E), The District reserves the right to assign additional staff or all MBUs in the case of emergencies (severe weather, student safety and security issues), in addition to regular duty assignments.
    4. MBUs who agree to assume more than one (1) duty per week will be eligible for their base salary hourly rate (prorated for the assignment length and not inclusive of supplements).
    5. When asked, an MBU may decline to take an extra duty without reason.

G. Teachers who agree to teach a course during their planning period (7/7) at Administration request on an extended basis (i.e., quarter, semester, or year) are eligible for 1/7 (14.3%) of their base salary (prorated for the assignment length and not inclusive of supplements).

H. School administration agrees to conduct all Individualized Education Plan (IEP) meetings in strict compliance with the requirements of the Individuals with Disabilities Act (I.D.E.A) and other relevant federal, state, and local laws and regulations. This includes but it is not limited to:

1. Ensuring the presence of all required members of the IEP team as outlined in IDEA, including parents/guardians, educators, administrators, and relevant specialists. Coverage for classes of participating MBUs should be provided to facilitate their attendance and participation in the IEP meeting. When an IEP meeting is scheduled during an MBU's planning period, the MBU is eligible for $30.00 of planning coverage pay. A rotational system shall be implemented to prevent overscheduling of the same general education teachers.
2. Providing advanced notice of the meeting to all required participants, in accordance with applicable timelines specified by IDEA.
3. Scheduling all IEP meetings to occur during the teacher's contracted work hours, in order to facilitate their attendance and participation.

I. An uninterrupted, daily planning period shall be provided for all MBUs during the time students are in session for the purpose of individual planning. The planning period shall be equal to one full period of instruction at the secondary level and at least 40 minutes at the elementary level. If a school is utilizing block scheduling, consisting of classes longer than 60 minutes, then a single period of planning will be assigned and thus fall on alternating days. Any additional minutes of time at the beginning or end of the workday shall be included as individual planning and will equal no less than 90 minutes of planning time in total per day.

3.3 Parent Teacher Conferences

MBUs shall participate in parent conferencing as scheduled by the district. There will be one FALL "Conference Night" for no more than 6.5 hours and one SPRING "Conference Night" for no more than 6.5 hours. One paid day off will be given to each MBU for each "Conference Night" worked.

A. Parent-Teacher Conference time will support the MBU and school site in providing opportunities for families to learn about their students' growth, work, and successes. The intent of this scheduled time is to bring staff together on a consistent basis to better meet the needs of all students, parents, staff, schools, and district.

B. A "Conference Night" will be scheduled by the district for each level (Elementary, Middle, and High) that may not exceed three (3) hours outside the contractual day. The remaining three and a half (3.5) hours will be scheduled outside the contractual day by each MBU and documented in the current district scheduling platform. The schedule for the 3.5 hours is due to administration no later than five (5) school days two weeks prior to the scheduled conference week.

3.4 Administrative Meetings

A. Meetings should be relevant to participants involved, meaningful, and focused on student achievement.
1. One administrative meeting may be scheduled each week for the purpose of a faculty meeting, professional learning session, or other activities (department meeting, grade level meeting, team meeting, data chat, etc.) except during weeks that include but are not limited to Open House, Pre-Report Card week, and Conference Week. When a meeting is not scheduled, this time may be used for individual planning (see 3.2 B) or the MBU may choose to follow the regular workday (3.1B) for that week. Each school site will establish

the specific "day" of the week the meetings will occur prior to the first day for students. Agendas will be provided in advance of the meeting taking place.

2. Each weekly meeting will last no more than 45 minutes from the end of the student day. Administration will set the start time.
3. At the beginning of the academic year, the Principal shall meet with the building representative(s) to discuss the process and planning the administrative meetings for the year.

B. Meeting times are as follows:

Elementary:	3:40-4:25pm
Middle/K-8:	2:51-3:36pm
High:	2:07-2:52pm

C. MBU workday start and end times will be adjusted as follows.

Elementary:	25 minutes/week
Middle:	26 minutes/week
High:	22 minutes/week

D. MBUs may utilize the minutes per week at the end of the day or before the day starts on days in which ground duty is not assigned, as long as it does not impact the operation of the school day. These minutes are not considered FLEX time.

1. Meetings will be scheduled using the Outlook calendar, preferably 48 hours in advance. On rare occasions, advance notice of more than 48 hours may not be feasible; therefore, Administration will notify MBUs as soon as possible in these instances.
2. Principals may hold additional faculty meetings in cases of emergency.

3.5 Media Centers

A. School Media Centers will be staffed by certified personnel at all levels. The assignment is an instructional position responsible for managing the school's media center educational program and will support teaching, learning, literacy, and information access across the curriculum. Relevant professional learning will be provided.

B. Principals shall make every effort for MBUs assigned to the Media Center to be relieved of extra duties so media centers can be open before and/or after school.

3.6 Non-Instructional Duties

A. Teachers agree to fulfill assigned responsibilities for such activities as those required in fulfilling their regular assignments. The administration will schedule assigned responsibilities to occur within the regular workday.

B. Members of the bargaining unit recognize that it is necessary to occasionally participate in such activities as curriculum study committees, county-wide grade or special area meetings, meetings with parents, instructional materials, and program evaluations, etc., which may extend beyond the normal workday. Attendance at activities occurring outside regular contract hours is voluntary. Members of the bargaining unit may voluntarily participate in such activities without additional compensation. Where permissible by state law, the Directors of Elementary and Secondary Education will assign in-service points for attendance at such activities provided the activity has received prior approval from the Director.

C. The Board and the Association recognize the importance derived from teacher and parent contacts. MBUs are encouraged to attend all PTA or PTO meetings where applicable; however, such attendance is voluntary. Attendance at one (1) annual open house is expected unless excused by the principal.

D. The principal shall select personnel to advise/direct extracurricular activities and there shall be, insofar as possible, a fair and equitable distribution of such duties among available personnel. Extracurricular activities that receive supplements are noted in the Appendix. All open extracurricular activity positions at each school shall be

posted at the school level. If not filled within a ten (10) day period, then the vacancy will be advertised at the District level.

1. If all qualifications are equal, MBUs shall be hired over other District employees or community members when assigning negotiated supplements.
2. The duty or duties for all negotiated supplements must be performed by the individual(s) receiving the supplement(s). Portions of negotiated supplements may not be appropriated and given to individuals not performing the duties of that supplement.
3. Participation by teachers in extracurricular activities for which no additional compensation is paid shall be voluntary.

E. No MBU will be required to get CDL licensure or be requested to drive a bus.

F. Elementary teachers will provide supervision and maintain discipline during PE activities developed by the District, recorded on video tape, and broadcast via the school-wide ITV during the regular student day for thirty (30) consecutive minutes.

1. At the individual discretion of the MBU and with the principal's approval, the MBU may provide instruction other than the videos for physical education. Such instruction must conform with the definition of physical education as found in the law.
2. Documentation of all PE activities is to be recorded in the teacher plan book.
3. It is the teacher's decision as to when and where the PE activities occur during the student day.
4. Implementation of this law will not result in reduction of recess time at any elementary school.
5. No MBU who is a classroom teacher will be required to plan PE in order to meet the mandates of CS/CS/HB 967.

G. Class Coverage. Secondary teachers who volunteer their planning time at Administration request to cover a class for the entire duration of a class period within the contracted day are eligible for $30.00 of coverage pay.

H. Splits. If necessary, Administration may request elementary teachers to volunteer to take extra students from another class. The distribution should be as even as possible. Each elementary teacher who is eligible for a daily rate of $30.00 coverage pay, prorated for the length of the assignment (if less than one day) if the number of students exceeds class size as follows: Grades K-3: 18 students, Grades 4 & 5: 22 students.

3.7 Health, Safety and Welfare Issues

A. It is the responsibility of the Board to provide a comprehensive program of safety and sanitation. The Board will take appropriate action to correct, diminish or remove unsafe or unsanitary conditions. The Board and the Association agree that a district wide safety committee shall be established and meet regularly. Composition of the safety committee will be consistent with the Board's adopted plan. IRCEA will appoint one member to the committee.

B. The Board and the Association recognize the importance of providing first aid to students. The Board, assisted by the Indian River County Health Department, shall provide school nurse services to all schools. The Board shall develop the schedule for these services. School nurses shall be responsible for providing services/procedures that require medical training. MBUs shall not be required to provide health related services to students.

1. Notwithstanding the above, teachers may volunteer to assist with student health related services in an emergency situation by signing the Emergency Care Plan Cover Letter, a copy of which is attached to an individual student's Emergency Care Plan. A copy of the cover letter is appended to the contract as Appendix G. An emergency situation shall be defined as a student medical crisis requiring immediate administration of medication or performance of a medical procedure necessary to avoid and/or stabilize the medical situation.
2. Within ten (10) working days from the cover letter signature date, the Board will provide individual training to the MBU via a Licensed Registered Nurse (RN), during the contract day necessary to implement the Emergency Care Plan.
3. A second signature from the MBU will be required on the cover letter attached to the Emergency Care Plan indicating that the individual training was completed.
4. The MBU will not be held liable for damages when carrying out the Emergency Care Plan pursuant to F.S. 1006.062 (2). Nothing herein shall obligate the School Board or any MBU to indemnify any person served by the Emergency Care Plan.

C. In those areas of a school plant (FS 1013.01(6), identified as places where frequent injury is possible, the Board will provide a communication system which will permit contact with administration.

D. In compliance with State and Federal guidelines, Principals will implement a procedure for handling bomb threats and other emergency situations in accordance with recommendations made by appropriate law enforcement agencies. No MBU will be required to search for bombs, assist in implementing emergency plans other than evacuation and lockdown procedures, or be required to be part of a school emergency team.

E. When the front office of a school receives a message for a teacher, the message will be delivered to the teacher either in person or via physical or electronic mailbox as soon as is practicable.

F. MBUs may leave the work location during duty hours to smoke only when they are not supervising students and when approved by the Principal or designee. Approval shall be granted for MBUs needing to step off campus for tobacco use during their duty-free lunch.

3.8 Professional Appearance

A. All MBUs are expected to be dressed in a neat, clean manner, with an overall professional appearance suitable to a Pre-K – 20 educational environment, subject, or job function. Individuals not meeting this expectation will be individually addressed by Administrators.

3.9 Facilities

A. The Board shall provide facilities and equipment comparable in every school.

B. It is not the responsibility of members of the bargaining unit to perform maintenance or custodial duties.

C. The Board shall provide adequate parking facilities for all MBUs on or near the premises of each school in the District. Such parking shall be closest available to the school building. However, up to fifteen (15) parking stalls may be close to the building for visitors.

D. Due to facility restrictions, teachers may be required to be flexible with room arrangements for planning. If a MBU is displaced from his/her classroom during planning a suitable work area shall be provided.

3.10 Personnel File

A. Upon request, any MBU may review the contents of his/her personnel file, wherever the personnel file(s) is located. After review, upon request, reproductions of personnel file materials shall be provided to the MBU by the Human Resource Department/school office at cost.

B. The personnel file of a MBU will be treated as indicated by Florida Statutes.

C. If an MBU's personnel file is requested the MBU will receive notification via electronic mail within ten (10) working days.

3.11 Video Cameras, Cell Phones and Other Recording Equipment

A. MBUs shall be notified in advance when video cameras or other recording equipment is installed in a workplace. A sign indicating the facility has video cameras or recording equipment for security reasons shall be placed at the main entrance to the facility.

B. If supervisory personnel have reasonable suspicion of possible employee misconduct or illegal activity on the part of an MBU, video recordings may be reviewed, and its contents used as evidence to verify or disprove possible employee misconduct. When disciplinary action is being considered, recommended action will be based on totality of the evidence, rather than the video recording(s) in isolation.

C. Video recordings may be used as part of the evaluation process with the mutual agreement of the evaluator and the MBU. In no circumstances will video recordings of MBUs be used as part of an evaluation without the MBU's advance knowledge and written consent.

D. Notwithstanding the above, the district will pursue any unlawful act which is shown on a video recording. The district may also investigate any unethical act shown on a video recording and may discipline if violations are supported by other evidence.

3.12 Lesson Plans, Contingency Lesson Plans, and Seating Charts

A. All MBUs will create lesson plans. Lesson plans will contain the following:
   1. Lesson goal or objective
   2. Activities or tasks aligned to state standards
   3. Means of assessment (formative and summative)
   4. State Standards and applicable ESOL standards
      a. If ESOL strategies or state standards are correctly in curriculum maps or textbooks or other instructional materials, they will not be required to be listed within the lesson plan.
      b. When listing ESOL strategies or state standards, only the reference number needs to be listed in lesson plans.

B. MBUs will be required to have lesson plans prepared for ONE (1) school week. These plans will be ready by close of business (COB) the last day prior to the week of implementation.

C. All lesson plans are required to be uploaded on the district directed electronic platform (currently CANVAS) to be maintained for record-keeping purposes and administrative access.

D. Meaningful and specific feedback should be given to MBUs at each pre-conference, post-conference, formative conference, and mid-year conference.

E. MBU will be provided with the equipment necessary to perform their assigned duties.

F. Seating charts will be maintained either electronically or by hard copy.

G. Seating charts and class rosters will be available for guest educators by the MBU.

H. Collaborative lesson planning refers to the joint efforts of teachers to plan their lessons in scheduled meetings. Based on their reflections, examination, and discussion, teachers design lessons and activities to continually improve the teaching process and positively impact student learning. Collaborative planning should not only improve instruction, but it should also help instructors to distribute their workload among their collaborators.
   1. Collaborative Planning is to be instructor led with the support of Administration and/or instructional coaches unless otherwise requested by MBU.
   2. Collaborative Planning is intended to be between MBUs teaching the same course (secondary) or grade-level and content area (elementary) at the same worksite. MBUs who do not have aligned teacher planning periods with a collaborative partner teacher shall be treated as singletons.
   3. Collaborative planning shall take place with assigned groups and include any activities that are directly related to the creation and implementation of lessons within the class.
   4. The evidence of collaborative planning will be the lesson plans created during or resulting from collaborative planning.

3.13 Impact Reviews/District Personnel Site Visits

A. The intention of the Impact Review is to better understand systems currently in place at the schools and how it aligns with the support needs of instructional staff.
   1. This is a non-evaluative process.
   2. A union representative shall be present throughout the entire process.

3. Impact Reviews should not exceed three (3) times per year.
4. Teachers' planned activities will not be interrupted.
5. Teachers' identity will not be revealed in Impact Review documentation.

B. Impact Reviews typically half (1/2) a school day. The reviews will consist of three (3) sections:
    1. Initial meeting with administration to discuss school improvement.
    2. Content walks are in partnership with district personnel.
    3. Debrief action plans for continued improvement of school support.

C. Impact reviews are separate from district personnel site visits. District personnel site visits are by nature non evaluative.

ARTICLE 4 –TEACHER EVALUATION

4.1 Authority and Purpose

The purpose of the assessment and evaluation process is to enhance instruction for students by assisting teachers in continuous quality improvement of their professional skills.

4.2 Overview

1. The procedures established by the district school superintendent set the standards of service to be offered to the public within the meaning of s. 447.209 and are not subject to collective bargaining.

2. All personnel must be fully informed of the criteria, data sources, methodologies, and procedures associated with the evaluation process before the evaluation takes place.

3. The superintendent will develop the Indian River County Teacher Evaluation Procedures (TEP) manual which sets forth the procedures pertaining to evaluation.

4. An Evaluation Committee comprised of three (3) representatives selected by the Superintendent and three (3) representatives selected by the Indian River County Education Association shall be established to review and make recommendations regarding evaluation procedures to the Superintendent.

5. The evaluation system shall be removed from the contract unless a court of competent jurisdiction shall determine that Florida Statute 1012.34 (1)(a) is unconstitutional or otherwise invalid/unenforceable and the decision is upheld upon appellant review.

ARTICLE 5 – EMPLOYEE DISCIPLINE

5.1 Discipline Defined

A. Discipline of a member of the bargaining unit may be progressive in nature and, depending on the circumstances, may include a documented verbal reprimand, written reprimand, suspension, or termination. The level of discipline imposed shall be based on the severity of the misconduct, the employee's prior disciplinary record, and other relevant factors. Nothing herein shall preclude the District from imposing a more severe level of discipline, up to and including termination, for serious misconduct on a first offense. For less serious offenses, the District may issue a Letter of Concern. A Letter of Concern is not disciplinary in nature; however, it may be maintained by the District and considered in determining appropriate corrective action or discipline for future similar misconduct.

B. Members are entitled to due process prior to any decisions regarding discipline.
1. Due process shall include:
    a. Notification (Did employees know the rule existed)
    b. Reasonableness (Fair and proper under the circumstances)
    c. Sufficient investigation
    d. Fair Investigation (Was the investigation unbiased?)
    e. Substantial Evidence
    f. Consistency (Are the rules and discipline being applied fairly?)
    g. Fair Discipline (Does the discipline fit the infraction?)

5.2 Procedures

A. The following notices will be issued to MBUs during due process:
1. Notice of Investigation (informs MBU he/she is under investigation)
2. Notice of Due Process (informs MBU of meeting to discuss allegation(s))
Documentation will accompany the Notice of Due Process.
3. Notice of Discipline (informs MBU of action taken)

B. All notices will be given to MBU at least 48 hours prior to the scheduled meeting.

C. The MBU has the right to have a representative present during any time of disciplinary procedure. When a request for such representation has been made, no action shall be taken with respect to the MBU until such representative shall have a reasonable opportunity to be present.

D. No reprimand or discipline shall be discussed by the administrator(s), MBU, or representative involved in the presence of students, parents, or employees not involved in the events giving rise to such reprimand or discipline, provided this shall not preclude such discussion as is necessary to establish the facts or to process such reprimand or discipline to the School Board, and provided such shall not preclude the MBU and/or representative discussing the same with appropriate Union officials.

E. Any disciplinary action taken against a MBU based on a complaint by a parent or student shall be limited to informal action unless the matter is first reported to the MBU in writing. Formal disciplinary action resulting from such complaint shall be limited to those matters, which have been reported to the MBU in writing.

F. The Board and Association understand that the administration may need to discipline a member of the bargaining unit. During any type of disciplinary procedure, both the principal/designee and MBU shall behave in a professional manner that promotes communication and understanding. MBUs shall be given copies of any materials and/or documents used during the disciplinary procedure and the opportunity to include a written statement on his/her behalf before any record of the discipline is placed in the member's file. The member shall be notified if any other material related to the subject of discipline is to be placed in his/her file, provided a copy of the material and given the right to respond.

G. A complaint, against an employee who is an MBU, which is lodged by a parent, student, or other individual, will only be included in the member's personnel file if the complaint is placed in writing and signed by the person lodging the complaint and the member is provided with information about the complaint. The member shall be given the opportunity to file his/her explanation with the complaint prior to any action.

ARTICLE 6 – TRANSFERS, ASSIGNMENTS, PROMOTIONS

6.1 Transfers

A. General Provisions
   1. A transfer shall mean the movement of the employee to a different school or worksite.
   2. The Board and the Association acknowledge that the authority to make transfers rests with the Board upon the recommendation of the Superintendent. When transfers are made, they shall be made in what is considered to be in the best interest of the district instructional program as determined by the principal, superintendent, and Board. MBU requests for transfers will be taken under consideration.
   3. Vacancies within the district will be publicized using the online application system. Such postings shall be made at least five (5) days before the vacancy is to be filled. Interviews for the position shall be held within two (2) weeks following the closing of the posted position.

B. Voluntary Transfers
   1. A voluntary transfer shall mean an employee-initiated transfer.
   2. Request for transfers from one school to another school shall be initiated by the MBU using the "internal applicant" function of the online application system. Transfer requests shall be viewable to the principals.
   3. After June 15, notice of a transfer request shall be made known to the MBU's principal and to the principal(s) of the school(s) involved in the transfer request. If a member's principal denies a request for transfer during the school year, the principal will notify the superintendent. Members are not required to have the principal's permission at their current worksite when a voluntary transfer is sought during the summer months.
      a. Transfers between schools after June 15 will be made only when the efficient operation of the school system is contingent upon the transfer.
      b. Members recommended by the Superintendent for transfer shall be given notice as soon as possible. All requests for transfers, in this section shall be made by consultation between the Director of Human Resource and the member. However, nothing in this section shall prohibit the MBU from discussing a possible transfer with the principal(s) of the school(s) in which an interest is shown.
      c. In instances where a requested transfer is not granted, the employee may request a conference with the Director of Human Resources, for the purpose of reviewing the decision.
   4. No assignments of new MBUs to positions in the school district shall be made until all MBUs desiring a reassignment or transfer to that position have been given an opportunity to apply. All qualifications being essentially equal (certification, NCLB standards, advanced degrees, etc.), years of experience in the district will be the primary factor in making voluntary transfers.
   5. No voluntary transfer will take place before the input of the receiving principal is considered.

C. Involuntary Transfers
   1. An involuntary transfer shall mean an employer-initiated transfer of an employee to a different school or worksite than the one where the employee is currently working.
   2. When an involuntary transfer of an employee within the system is necessary, criteria to be used shall be principal recommendations, qualifications, evaluations, seniority, and certification. When involuntary transfers are necessary, lists of positions in other schools shall be made available to all members being transferred, and their interest in a particular position will be considered. Before an MBU is involuntarily transferred, requests for voluntary transfers at that specific site will be considered.
   3. The salary of an individual, excluding supplements and contract variations, shall not be reduced.
   4. Involuntary transfer shall not be used as a punitive measure.
   5. When an involuntary transfer is initiated due to changes in student enrollment, voluntary transfer requests from the exiting school to the receiving school shall be given first consideration.

6.2 Assignments/Reassignments

A. An assignment or re-assignment within a school is the responsibility of the principal. A reassignment shall mean a change in assignment, i.e., subject area, grade level or work responsibility, for an employee within a school or worksite.
    1. In cases of MBU reassignment, the needs and preferences of both teachers and students shall be taken into consideration. The district shall make every effort to minimize the impact of MBU reassignments on instructional continuity and student-teacher relationships.
    2. Any reassigned MBU who considers the reassignment to disrupt instructional continuity, impact student-teacher relationships, or create unnecessary stress for either the MBU, the students, or parents, may ask for reconsideration through an appeal by a Review Committee excluding MBUs being reassigned within existing certifications and/or endorsements. The Review Committee shall consist of the member and/or Union representative, a District representative from Curriculum and Instruction, and a District representative from School Leadership and Management. MBU should appeal in writing to the principal and a determination will be made within two (2) school days.
    3. Short notice MBU reassignments shall be made only in the case of emergency. Any MBU reassignment shall be made with sufficient advance notice, whenever possible. Notice shall be given no later than two (2) school days prior to the effective date of the reassignment, except in cases of emergency. The two (2) school days will be provided for the MBU to plan, prep, and/or participate in professional learning for the new assignment.
        a. At the time of reassignment, the MBU shall be informed in writing of the anticipated duration of the reassignment, including whether it is a temporary reassignment, either semester-based, or year-long.
        b. MBUs who have been reassigned shall have the right to request a return to their previous position or similar assignment if it becomes available, and such requests shall receive priority consideration based on certification and seniority.
        c. No reassignment shall exceed one (1) school year in duration without mutual agreement or a formal review by the Review Committee. The review shall include a written justification for continued placement and the MBU's opportunity to respond.
    4. The District shall provide adequate support and resources to assist MBUs in the event of a reassignment, including but not limited to professional learning opportunities and curriculum materials.
    5. In cases of MBU reassignment, the needs and preferences of both teachers and students shall be taken into consideration. The district shall make every effort to minimize the impact of MBU reassignments on instructional continuity and student-teacher relationships.
    6. The District shall provide adequate support and resources to assist MBUs in the event of a reassignment, including but not limited to professional learning opportunities and curriculum materials.

B. Principals will, whenever possible, make assignments "in-field". This statement, however, shall not be interpreted to either mean that a class will be denied students because a member is not available who has this subject on his/her certificate and/or that full time members will be permitted to carry less than a full teaching load.
    1. Members will be required to maintain all subjects covered on their certificates at the time of their employment throughout their tenure in the district.
    2. When there are not sufficient numbers of periods in a specific area where a member is certified, the workday and pay may be reduced proportionately to the number of periods the member is assigned "in-field", if the member is inadequately prepared to accept an "out-of-field" assignment.
    3. No MBU will be required to obtain certification for a subject area reassignment unless the District has no other currently employed MBU who is certified for the position or no other applicants who are certified for the position. In the event that the MBU must be assigned to teach "out of field," the District agrees to pay the cost for that MBU to take the subject area exam one time. In the event that a subject area exam is not offered in that subject, the District agrees to assist that MBU in obtaining certification through the Staff Development Office.

C. Assignments for summer school, adult evening school, or other similar programs of the school district conducted other than during the normal school day, shall be filled with the best-qualified, available applicants. Fully certified personnel shall be given first consideration. Consideration shall be given to the number of years of experience the applicant has had in teaching a specific subject and tenure in the school district. This shall not, however, disqualify applicants who possess special skills, knowledge, and competencies required in the special program provided. Electronic applications for summer school should be submitted prior to the posted summer school application deadline.

D. When a vacancy occurs in a teaching assignment during the school year, due to resignation, retirement, or termination of the MBU, the principal and the Human Resource Administrator(s) shall recommend the best-qualified applicant to fill this vacancy. Applicants who are fully certified shall be given first consideration. This employee shall be placed at the appropriate step on the approved salary schedule.

E. If a vacancy occurs after July 15, the Superintendent may waive the five-day posting period in an effort to place teachers in the classroom prior to the start of school.

6.3 Promotions

A. The Board and the Association acknowledge that the authority to make promotions rests with the Board upon the recommendation of the Superintendent. When promotions are made, they shall be made in what is considered to be in the best interest of the district instructional program as determined by the Superintendent and Board. A member's requests for promotion will be taken into consideration. A promotion shall be defined as movement from a position within the instructional bargaining unit to an administrative position.
B. Vacancies for professional positions, which are promotions, will be publicized by using the online application system with a copy e-mailed to the Association. Requirements for the position will be included in the notice and the duties and responsibilities as approved will be available in the Human Resource Department.
C. Eligibility
    1. To be eligible for a promotion, a member of the bargaining unit must successfully complete the School District of Indian River County's professional learning program. Successful completion will result in the MBUs inclusion into the eligibility pool.
    2. A candidate for the professional learning program should be working towards or have attained certification in Administration and Supervision, Educational Leadership, or possess a master's degree or higher with a graduate major in School Administration. The candidate should also have three (3) years of full-time teaching experience. The candidate must declare interest in administrative position vacancies in Indian River County.
    3. All information concerning this process for the professional learning program is available in the office of the Superintendent.

6.4 Assignment of Non-MBUs to Bargaining Unit Positions

A. Once a bargaining unit position has been posted within applicable timeframes, SDIRC may assign a non-MBU employee to an IRCEA represented position, so long as the employee meets the minimum qualifications for the position.

ARTICLE 7 – REDUCTION IN PERSONNEL

7.1 Layoff Procedures

A. The Board and Superintendent are legally charged with the responsibility of staffing the instructional services provided by the Board. It is recognized that occasions may arise when it is necessary to reduce services. When this occurs, the Superintendent and his staff will analyze the total school program and services provided, including but not limited to personnel, in order to make recommendations to the School Board. When instructional personnel are to be affected by a reduction in the number of teaching positions, the Association shall be notified by the Superintendent or his designee. The following procedures shall be used when reducing instructional personnel:
    1. The School Board will determine the order of a workforce reduction based on the educational program needs and the performance evaluations of employees. Seniority will not be a factor in determining the order of employees to be reduced. The School Board shall first determine the education programs that will be affected by the reduction in force. Within the programs targeted for reduction, the employee with the lowest performance evaluation, in the current and immediately preceding school year, will be the first to be released; the employee with the next lowest performance evaluation will be the next to be released; and the reductions shall continue in like manner until the needed number of reductions has occurred. The Board and the IRCEA recognize the right of the principal to recommend personnel he/she feels is best qualified for meeting the curricular needs of the school and the right of the School Board to determine the overall educational program needs of the district.

7.2 Recall

A. The following procedures shall be used when recalling instructional personnel.
    1. All instructional personnel affected by a reduction as specified in Section A shall be given every consideration until the first day of school for MBUs in the event vacancies occur, provided the MBUs are fully certified for the position which is vacant.
    2. MBUs shall be recalled in reverse order of Article VII.1.A. Recall shall be based on who is best qualified for the individual position due to evaluation data, certification, experience, references, and other relevant factors. MBUs shall notify the Human Resources Department in writing, within seven (7) days of the receipt of a certified, return receipt requested letter of recall a MBU shall notify the Human Resource Department in writing whether he/she shall accept employment. Failure to respond to the letter of recall or to accept the position within the time required automatically terminates the MBU's right of recall. The MBU is responsible for maintaining a current mailing address and telephone number in the Human Resource Department at all times for purposes of this section. The letter shall be mailed to the MBU at said address by certified mail, return receipt requested.
    3. No benefits shall accrue to individuals who are waiting to fill vacancies.

ARTICLE 8 – TEACHER AUTHORITY AND PROTECTION

8.1 Student Discipline

A. MBUs may impose customary classroom discipline where necessary in the case of minor infractions (which must be documented on the classroom incident report) and may use such force as necessary to protect himself/herself from attack, or to prevent injury to another student.

B. Normal classroom management and student behavior modification are the responsibility of the classroom teacher. However, there may be times when the teacher needs to send or take a student to the principal's office in order to maintain effective discipline in the classroom. During these instances it is the principal's responsibility to take the necessary steps and apply the appropriate discipline. A teacher may send a student to the principal's office to maintain effective discipline in the classroom and, using the online discipline referral (CIR and ODR), may recommend an appropriate consequence consistent with the student code of conduct under §1006.07. The principal shall 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 using the student code of conduct matrix.

C. Pursuant to F.S. 1003.32, the school principal shall fully support the authority of each teacher to remove disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students from the classroom and, when appropriate and available, recommend placement for such students in an alternative educational setting. The teacher has the authority not to take back the student who was removed until the placement review is held.

8.2 Determination of Student Grades

A. It shall be the responsibility of MBU's to determine grades and evaluate students in accordance with the grading regulations and procedures established by the School District of Indian River County as provided for in School Board Rules.

1. The reporting of student progress to a student's parent or guardian shall include ample warning in cases where a student is at risk of receiving a pending grade of D or F.

   "Ample warning" is defined as at least two (2) documented attempts to communicate using district-approved methods, excluding progress reports and report cards. These attempts must be recorded in a district reporting platform (currently FOCUS, under Student Documentation).

B. Instructional teachers will make at least 1 (one) entry per week per student in the District's grading platform (currently, FOCUS).

8.3 Exceptional Student Referral

A. A student referred for exceptional education shall be tested and staffed within 60 working days from the date the completed referral is logged in with the Student Service Department.

8.4 Assault and/or Battery Against an MBU

A. Any case of assault and/or battery upon an MBU in the line of duty shall be reported to the principal or immediate supervisor who shall report the incident to the Superintendent.

B. The MBU may pursue whatever legal recourse is available without restraint by the Board or its representatives.

8.5 Legal Consultation Rights

A. Any member of the bargaining unit, who is involved in litigation as a result of pursuit of his assigned responsibilities in the name of the Board, shall be provided legal consultation to advise the member of his/her rights and obligations and render assistance in connection with handling the incident by law enforcement and judicial authorities. (Section 768.28) (9)(a).

8.6 Damaged Property Restitution

A. When property under the control and supervision of an MBU is lost, damaged, or destroyed, the Board will attempt to secure restitution provided the item is covered by the present five-thousand-dollar ($5,000) deductible policy.

B. In case of loss or theft by negligence or willful damage to school property by a member of the bargaining unit, the user or person responsible for the damage shall be responsible for the replacement of the property or for payment of damages in accordance with the true value as determined by the Superintendent.

8.7 Availability of School Board Rules

A. The Board agrees that a copy of current School Board rules and regulations will be accessible on the website.

8.8 Faculty Lounge

A. A faculty lounge shall be provided at each school site for MBUs in an area free from students. The faculty lounge at each school site shall be posted "Staff Only."

8.9 Teacher as Acting Principal

A. Any member who is designated as acting principal shall have, during the time the designee assumes responsibility in the absence of the principal, the same protection and authority as the principal in order to maintain effective operation of the school. Any MBU who is designated acting principal will be replaced in the classroom by a substitute approved by the MBU.

ARTICLE 9 – ACADEMIC FREEDOM

9.1 Academic Freedom Recognition

A. The Board and the Association acknowledge the right of the Board to determine the courses of study and the instructional materials and aids used to implement the instructional program. The Board agrees to continue its practice of involving members of the Association and persons eligible to be members of the Association in the revision of the courses of study and in the selection of textbooks. The Association agrees that members of the bargaining unit who accept these responsibilities shall attend the meetings and fulfill all assignments required of committee members.

B. The responsibility and right of a member of the instructional staff to present information of a controversial nature is hereby recognized. The MBU shall refrain from presenting controversial materials or issues, which are not directly related to the subject area taught.

C. In presenting controversial materials or issues, the MBU shall present all sides of the question without bias or prejudice, and instructional material introduced for the first time must have been evaluated in accordance with state and local textbook procedures. These evaluations shall be maintained in the office of the principal or the appropriate supervisor.

ARTICLE 10 – PROFESSIONAL ISSUES

10.1 Calendar Committee

A. The Board has the legal responsibility for establishing a calendar for instructional personnel. The Board agrees to permit the Association to have representatives on the committee, which recommends a calendar to the superintendent for instructional personnel. The joint labor-management committee may recommend a multi-year calendar to the Superintendent for instructional personnel. SDIRC will commence the instructional calendar committee by October each year before a new instructional calendar needs to be drafted.

10.2 Class Size

A. The Board and the Association recognize that the instructional program is influenced by class size and the ratio of adults to students working directly in the instructional program. Class size shall be maintained as per Florida Statutes.

10.3 Peer Teacher Assignments

A. No MBU shall be assigned a beginning teacher unless:
    1. The MBU has satisfactorily completed or shall complete the Peer Teacher Training Program, or the equivalent as provided by the School Board.
    2. The MBU possesses a minimum of three years with an Effective or Highly Effective evaluation, at least one year of which was served in Indian River County.

B. The MBU should hold certification in the assigned teaching area of the beginning teacher unless there is no MBU so certified.

C. The MBU voluntarily accepts the Peer Teacher Assignment, but if no one volunteers, the principal may assign that duty.

10.4 Student and Intern Assignments

A. Assignment of an intern or student teacher to a supervisory teacher shall be made only with voluntary consent of the supervisory teacher.

B. A teacher shall be assigned no more than one (1) intern and/or student teacher per school year.

C. Assignments of interns or student teachers will be made so that the intern will be working with the teacher in the intern's major area of study and at the appropriate grade level.

D. The selected supervisory teacher, through the principal, will inform the intern in advance as to the type of program in which he/she will be involved.

E. Any remuneration received by the supervisory teacher from the intern's college shall be retained by the supervisory teacher and reported to the Superintendent.

F. When "Supervision of Interns" is a part of the approved in-service program, in-service points will be awarded for this function when the MBU performs all required procedures.

10.5 Administrator Survey Evaluation

A. The SDIRC and IRCEA have agreed to form a committee comprised of four (4) teachers and four (4) administrators to jointly develop a survey instrument, which will allow teachers to provide feedback on the performance of their principal and/or other administrators at their school or worksite on an annual basis. The IRCEA president will name the four (4) teachers to the committee.

10.6 Critical Teacher Shortage Areas

A. Economic incentives may be considered as needed to recruit teachers in identified areas. Any agreement regarding economic incentives to recruit and retain teachers in identified areas will be negotiated.

10.7 District and School Budgets

A. The Board and the Association will establish a budget committee to review possible savings relative to the budget each year. Recommendations to the budget committee will be submitted to the Superintendent. The Association shall appoint representation to the committee. The committee will meet on a regular basis, as needed.

B. If principals are required to reduce school budgets, they shall confer with grade chair or department chair, and faculty council concerning the reductions. The chair shall in turn confer with the teachers they represent.

10.8 Southern Association of Colleges and Schools

A. The Board and the Association recognize that participation in Southern Association of Colleges and Schools evaluation may result in professional growth for the individuals involved. To the extent possible, the Board will attempt to have this participation shared as widely as possible and practicable.

10.9 Job Sharing

A. Job sharing shall refer to two (2) employees voluntarily sharing one (1) fulltime position. A list of employees interested in job sharing shall be available in the Human Resource Department.

B. A written agreement will be signed by the two MBU's and the principal(s) thirty (30) days prior to any given semester of the intent to share a position.

C. It is understood that each of the MBU's may receive benefits during the duration of the job-sharing agreement, but the Board Contribution shall be pro-rata based on each MBU's FTE.

D. The agreement drafted by the job-sharing participants shall include the following:
   1. How days/time shall be split
   2. Both MBUs understand the out-of-field requirement if it applies
   3. Each MBU and the principal will jointly agree on a Professional Learning Plan and Parent Conference Schedules
   4. All benefits to be accrued proportionate to time worked
   5. Site based administrator(s) approval

10.10 School Handbooks

A. Information contained in school handbooks will not be in conflict with this Agreement. To the extent that language in these handbooks conflict with a negotiated collective bargaining agreement, the agreement prevails.

B. A job description for department head, (i.e., team leader, department chair, or grade level chair) will be listed in each school's handbook. A description of the selection process for these positions will be listed as well. Principals are obligated to follow the stated criteria for assignment of personnel to these positions.

10.11 Health Insurance Committee

A. The Board and the Association will establish an insurance committee to work cooperatively to maintain the best possible health insurance benefits. IRCEA will appoint 4 MBUs to the committee. Changes in health insurance benefits/plan will be negotiated. An IRCEA committee representative will be invited to be included in any Health Insurance Committee presentation of information regarding insurance committee recommendations at board meetings and workshops.

10.12 Lesson Plans and Grading Procedures During Extended Absence

A. While on extended leave, teachers will not be required to provide lesson plans, grade papers, or enter student grades beyond the first five consecutive days of absence. For the purpose of this section, extended leave shall be defined as leave beyond five (5) workdays.

ARTICLE 11 – FACULTY COUNCIL

11.1 Composition and Selection

A. Faculty representatives shall be established in each school through Faculty Council consisting of elected members of the faculty. The council shall be comprised of 10% of the instructional personnel at each school but shall be no fewer than five (5) members.

B. Faculty Council members shall be elected at a general faculty by September of each year. Any MBU is eligible to vote for and serve on the Faculty Council.

11.2 Function and Meetings

A. The Faculty Council will be advisory and meet regularly (at least once a month) to discuss items of concern.

B. Concerns will be submitted to the principal in writing and the principal will provide a written response to each of the concerns to be distributed to the entire faculty within ten (10) days working days of submission.

ARTICLE 12 – SYSTEM-WIDE INSTRUCTIONAL COUNCIL

12.1 Purpose

A. A Council shall be created to advise the Superintendent on matters pertaining to improvements of the system-wide instructional program. The Council may consider. but not be limited to, advising on proposed change in areas such as philosophy and goals, needs assessment, courses of study and/or curriculum guides, instructional materials selection, teaching strategies, organizational patterns, assessment programs, student evaluation and progress reporting, research and development, and educational specifications for facilities.

12.2 Composition and Guidelines

A. Council membership shall consist of one (1) representative from each school Faculty Council and five (5) administrators appointed by the Superintendent. If a school does not have a Faculty Council, the faculty will elect one (1) representative.

B. The Council shall elect a chairperson from among its members.

C. The Board shall agree to provide reasonable clerical assistance and substitutes for teachers when meetings are held during the student day. The Superintendent shall be responsible for scheduling meetings and approving the employment of the substitute.

D. Meetings will be held at least quarterly providing one or more agenda items have been identified.

E. The council may request the services of persons with specialized expertise for information and recommendations, as necessary.

F. Recommendations of the System Wide Instructional Council will be submitted to the Superintendent.

ARTICLE 13 – PROFESSIONAL LEARNING

13.1 Purpose and General Guidelines

A. The purpose of professional learning is to encourage appropriate staff development through in-service training, digital learning opportunities, professional learning communities, job-embedded opportunities, instructional rounds, university courses, district in-service workshops, out-of-county training programs, and/or other training provided to improve skills and increase knowledge. Professional learning aims to increase knowledge and improve the occupational skills of instructional personnel.

B. When not mandated by state statute or driven by new core curriculum adoptions, the creation/choice of professional learning should include joint discussion between IRCEA and SDIRC to allow teachers to have a voice and/or input into what professional learning is needed and adopted.

C. Participation in in-service activities is required when provided within the regular work schedule. The intention of (B) is that these activities are assigned outside of the pre- and/or post planning days, unless mutually agreed.

D. Participation in professional learning activities outside of the contract day(s) is optional. Inservice points and/or payment amount, when provided, will be disclosed in advance for any optional professional learning. The existence of payment provided does not compel mandatory participation in optional PD activities.

E. During the teacher workdays in preplanning week, two (2) full workdays are mandatory Professional Learning days. Whether the Professional Learning is District-provided or school-based is at the discretion of the District.

1. For required district, state, and/or federal mandatory trainings (Title IX, Bloodborne Pathogen Exposure, Bullying, FortifyFL, etc.) time will be allotted to complete trainings as follows:

   MBUs will have the opportunity to complete required trainings at the preplanning District Professional Learning Day up to one and one quarter (1.25) hours, as well as up to two and one quarter (2.25) hours in lieu of three (3) Administrative Meetings (see Article 3.4) in the month of August for a total of 3.5 hours. See chart below.

Time Allotment:	
District Professional Learning Day	1.25
August Administrative Meetings	2.25
Total:	3.50

F. The remaining pre-planning days (prior to school start) shall be identified as teacher workdays to be used at the MBU's discretion.

G. Up to two (2) hours may be assigned outside the contract day to be used for orientation; AND up to two (2) hours may be assigned outside the contract day for Open House; per school year.

H. One (1) teacher workday in the first semester (other than workdays designated as pre-planning workdays) may be designated by the District for in-service/PD activities. In the event these days are not assigned for professional learning activities, the days are then designated as teacher planning days to be used at the MBU's discretion.

I. In the second semester, one and one-half (1.5) workdays, other than workdays designated as pre-planning or post-planning workdays, may also be designated by the District/School for in-service activities. In the event these days are not assigned for professional learning activities, the days are then designated as teacher planning days to be used at the MBU's discretion.

J. On non-student contact days, MBUs are permitted one (1) hour for lunch. On split workdays, [i.e., half (1/2) PD and half (1/2) teacher workday] lunch will be one (1) hour, and the remaining hours will be split equitably.

K. The two (2) student days prior to winter break will be modified days to be used at the MBUs discretion for required instructional activities (including but not limited to: finalizing grading/report cards, prepping the classroom and pre-planning for students' return).

1. At the Superintendent's discretion, these modified days will be designated as full workdays if needed for emergency makeup days (such as the case following a hurricane shutdown), in order to fulfill requirements for instructional minutes/days.

L. The final three (3) days of the academic school year with students will be modified student days with the remaining time to be used for, but not limited to planning, end of year meetings, and end of year paperwork as well as prepping for the closing of schools/classrooms for the summer months.
    1. At the Superintendent's discretion, these modified days will be designated as full workdays if needed for emergency makeup days (such as the case following a hurricane shutdown), in order to fulfill requirements for student instructional minutes/days.

13.2 Recognition of Training

A. The staff development office will recognize and approve appropriate training for all personnel. Appropriate training includes digital learning opportunities, professional learning communities, job-embedded opportunities, instructional rounds, college courses, District in-service workshops, out-of-county training, and other training provided to improve skills, increase knowledge, or comply with statutory requirements.

13.3 In-Service and/or Professional Learning Credit

A. Approval of training activities is recorded under the most appropriate Master In-service Plan component number and title, not the actual title of the workshop. It is the responsibility of the facilitator/consultant to gather the evidence that the participant successfully completed an in-service activity.

B. Eighty percent (80%) participation and demonstration of increase competency are required on all professional learning activities, i.e., a participant must attend eighty percent of the activity and successfully complete the course in order to receive any in-service points.

C. Awarding of In-service Points
    1. Points will be awarded for college credit and/or occupational training relevant to teaching assignment. Determination of whether the college course is relevant shall be made by the Professional Learning Department. If an MBU disagrees with a denial by the Professional Learning Department, the matter may be reviewed for re-consideration by the Assistant Superintendent for Human Resources. Such determination shall be final. One credit hour of a college course is equivalent to twenty (20) in-service points.
    2. One full day attendance at a conference or educational travel is equivalent to a minimum of 6-hours of in-service points. Extended day activities could accrue additional in-service points.
    3. Points may be combined with college or equivalent credits only when course work has been approved prior to the first-class meeting or the beginning of the term in the event of an independent study course.

D. One in-service point is equivalent to one hour of approved training. In-service components may be offered in a series of one-hour blocks.

E. One hundred and twenty (120) in-service points are required during a five-year validity period for renewal of a professional certificate.

F. Upon request by the MBU the district will furnish an updated record of completed in-service credit and total points banked. This record shall be provided no later than one calendar month from the initial request.

G. Although individual in-service records are entered into the database, it is the responsibility of the participant to notify the Staff Development office if an error occurs during a validity period. It is the responsibility of the Staff Development office to maintain all records needed by MBUs for certification and/or recertification purposes.

13.4 Professional Learning Plan

A. Each MBU will develop and implement an individual professional learning plan (as per Florida Statute), also known as the Professional Intentional Growth/Goal (PIGG) Plan.

13.5 National Board Certification

A. National Board for Professional Teaching Standards (NBPTS)
    1. Teachers who are candidates for NBC will be supported in the process by the School District of Indian River County. When an MBU passes five of the National Board areas and chooses to bank these scores, the Board will pay for the retaking of up to five entries each year, with no additional cost to the candidate, provided the candidate has achieved the score of 2.75 on the five entries. If a candidate does not achieve a score of 2.75 on five entries, the Board will pay for up to five (5) retakes on the condition that the candidate certifies. If the candidate does not certify in year two, future retakes will be at the candidate's own expense.
    2. NBC candidates, including those who are banking scores, will be permitted to take up to three (3) personal days for the purpose of studying standards and portfolio preparation. For each personal day taken, the candidate will be permitted to use one temporary duty day to be charged to Staff Development. The total number of days for this purpose are not to exceed three personal days and three temporary duty days. It is recommended that these days are not consecutive. The Building Administrator must approve all days of leave for this purpose.
    3. Each candidate will be eligible for in-service points (up to 120 points.)
    4. Each candidate will have access to available district equipment and may request assistance from district support personnel based on schedules and availability.
    5. Candidates may use available district facilities and equipment needed to complete the portfolio process.
    6. The NBPTS coordinator will be available to assist in the process.

B. The NBPTS process will be reviewed annually for any necessary changes.

13.6 Educational Research Dissemination

A. The Indian River County Education Association and the School District of Indian River County agree to collaborate in supporting the implementation of the IRCEA Professional Learning Program.

13.7 English as Second Language (ESOL)

A. Training
    1. The Board will continue to provide professional learning opportunities and support through digital learning platforms, face-to-face workshops, and/or third-party professional learning opportunities. When training is offered at no cost to MBUs, reimbursement shall not be provided.
    2. All certified and/or licensed personnel must complete training in ESOL in accordance with State Board Rule 6A-6.0907, Inservice Requirements for Personnel of Limited English Proficient Students.

13.8 Exceptional Student Education (ESE)

A. Training
    The Board will continue to provide professional learning opportunities toward the required twenty (20) hour ESE certification through digital learning platforms, face-to-face workshops, and/or third-party professional learning. Reimbursement shall not be provided.

ARTICLE 14 – LEAVES

14.1 General Information and Procedures

A. Leave of Absence
    1. A leave of absence is permission granted by the School Board or allowed under its adopted rules for an employee to be absent from duty for a specified period of time with the right to return to employment on the expiration of leave unless the contract has expired. Any absence of an employee from duty shall be covered by leave duly authorized and granted. Leave shall be officially granted in advance and shall be used for the purpose or purposes set forth in the leave application. Any request that leave be granted retroactively will be denied. Leave for sickness or other emergencies may be deemed to be granted in advance. No leave, except military leave, will be granted for a period in excess of one year. Leave may be with or without pay as provided by law, regulations of the state board and these regulations.
        a. Any absence from duty without leave will break continuity of service for continuing/professional service contract purposes.
        b. For any absence that is without compensation, the deduction for each absence shall be determined by dividing the annual contract salary by the number of days for the contract period.

B. When MBUs are injured "in-the-line-of-duty" they shall be directed to a medical facility, which has been designated by the Board to handle injury cases. If the employee desires to utilize the services of his/her own doctor he/she must notify the appropriate department for permission in advance of initial treatment. The request will be so honored to the extent of the Florida Statutes and School Board Policy 8442.

C. The employee shall be responsible for having written verification of sick leave earned in another school district sent to the Human Resource Office.

D. Leave Application (in excess of five (5) days)
    1. An application for leave shall be in writing and on the form prescribed by the District and shall be directed to the Superintendent or designee. Any application of a MBU shall be submitted to the principal for acknowledgment, who shall then forward to the superintendent for consideration. If recommended for approval by the Superintendent, the leave request shall be submitted to the School Board with a recommendation of approval, except where authority is granted otherwise for the Superintendent's approval of the leave. Leave granted for a school year or for the remaining part thereof will expire at the end of the school year or the school fiscal year for which such leave is granted. An employee having leave for the year or for the remaining part thereof who plans to return to duty the next school year shall notify the superintendent in writing by March 1 and shall send a copy of such notice to the principal of the school from which the employee took leave.
        a. Leave shall be used for the purpose or purposes set forth in the leave application. An employee who violates the terms of the leave application without filing and having approved an amendment to the leave application to allow the new conditions shall have his/her leave terminated and shall be subject to termination of his/her contract.
        b. A record of all leaves shall be maintained in the MBU's personnel file.

E. Approval of Leaves
    1. The following types of leave shall require direct approval of the School Board if approved by the Superintendent:
        a. Illness-in-line-of-duty leave
        b. Sabbatical leave
        c. Any leave which will be for a period covering a full year of contractual service
        d. Military leave for voluntary military service
        e. Family Medical Leave
        f. Medical Leave (extended beyond five (5) consecutive days)
    2. The superintendent is authorized to approve or deny all other leaves in accordance with law and the duly adopted rules relating to leaves.
    3. The principal or the employees' immediate supervisor is authorized to grant leave under the following conditions:
        a. Where an emergency exists or a good and justifiable reason is given, the principal or the immediate supervisor may grant leave to a MBU under his/her supervision for a period not to exceed one hour, provided that any such absence on a regular or frequently recurring basis must be approved by the School Board.
        b. The principal or immediate supervisor shall keep on file in his/her office a written record of the leave request bearing written evidence or his/her approval.
        c. Such leave shall not be charged against sick leave credit and shall not result in a pay reduction.

F. Absence without Leave
    1. Any member of the instructional staff who is willfully absent from duty without leave shall interrupt continuity of service for employee contract purposes and shall forfeit compensation for the time of the absence and his/her contract shall be subject to cancellation.

G. Notification of Absence
    1. Any MBU who expects to be absent from duty for any cause shall notify the principal and arrange for a substitute using the electronic system the day before such absence, when possible; but in no circumstance, no later than one hour prior to the opening of school except in an emergency where prior notification is NOT possible. In the event of an emergency the principal or supervisor shall be notified as soon as possible.
    2. The notice of absence shall always be in advance of the absence except in cases of emergency.

H. If an MBU has sufficient paid leave days available, authority is granted for the principal or immediate supervisor to approve sick leave, vacation leave, or personal leave charged to the sick leave balance for not more than five (5) consecutive days.

14.2 Paid Leaves

A. Sick Leave
   1. Sick leave shall be granted and filed according to the provisions outlined in section 1012.61, F.S.
      a. A false claim for sick leave shall be deemed cause of cancellation of the contract and for action seeking the revocation of his/her certificate.
      b. Any employee who is absent because of sick leave for more than five (5) consecutive days should file with the Human Resource Department a written certificate of illness from a licensed physician or other supporting evidence where personal illness is not involved.
      c. The superintendent may require an employee on sick leave to submit medical certification of ability to resume work prior to authorizing the same to occur.
      d. Any employee who has used all accrued sick leave, but who is otherwise entitled to sick leave shall be granted sick leave without pay consistent with FMLA requirements, Article19.3A and School Board Policy 3430.01. When an employee goes into an unpaid status, they will be responsible for paying their normal benefit premiums directly to the District, through the Benefits department, by way of check or money order. If premiums are not paid by the end of the month in which they are due, coverages will be cancelled due to non-payment. Employees shall be notified in writing of this policy when they enter an unpaid status and will be given a warning at least thirty (30) calendar days before the cancellation of their coverage. Unpaid sick leave beyond the FMLA period shall be at the discretion of the Superintendent consistent with the best interests of the school district and employee. If recommended, the Superintendent shall present the leave to the School Board for approval. The claim for such sick leave shall clearly state that the leave is without compensation.
         1) An application for sick leave due to an extended illness shall have attached to it a statement from a licensed physician certifying that such leave is essential and indicating the probable duration of the illness and needed leave.
      e. When a member of the instructional staff employed in the Indian River County School District interrupts service and subsequently returns to duty in the district without having transferred and used his/her accrued sick leave credit in another Florida school district, such accrued sick leave credit shall become valid on the first day of contractual service.
         1) When a member of the instructional staff retires and receives terminal pay based on unused sick leave, all remaining sick leave credit shall become invalid.
   2. Annual Pay Option for Accumulated Sick Leave
      a. MBUs will be offered an option to “buy back” their sick leave earned during the fiscal year at 70% of the value of the leave. In order to qualify for this program, the MBU must meet the following criteria.
         1) MBUs must have used 2 days or LESS of their sick/personal leave in the previous fiscal year. Days donated to a sick leave pool or Compassionate Leave program would not count toward the 2-day count.
         2) The MBU must have completed a full contract year in the previous fiscal year. An exemption will be granted for a break in service due to reduction in force in the immediately preceding year.
         3) The MBU must have an accrued leave balance of 30 days or greater.
         4) The MBU must be actively employed by the District at the time of distribution of the funds. Application for “buy back” of sick leave earned during a fiscal year must be made on or before October 1of the following fiscal year. Upon approval, sick leave buy back will be paid subsequent to October 1, but in no event later than December 31.
         5) The MBU must complete an application to participate in the program.
         6) If MBUs meet all these qualifications, they will receive payment for the requested, unused days based on the following formula: Number of hours established within the district from the previous fiscal year’s net accrual only, multiplied by the MBU’s hourly rate of pay, multiplied by 70%.

B. Illness-in-Line-of-Duty
    1. A member of the instructional staff shall be entitled to illness-in-line-of duty leave pursuant to Chapter 1012.63, F.S.
    2. Workers' Compensation leave will be administered pursuant to Chapter 440 FS by the District's carrier or servicing agent.
        a. The period of leave shall be determined by the authorized treating physician. No medical or annual leave will be charged to employees on workers compensation leave unless requested by the employee. The employee shall provide his/her immediate supervisor with any medical statements resulting from treatment immediately, or as soon as practical following treatment.
        b. Except in emergency situations, the employee is expected to report the injury to his/her supervisor immediately and complete the first notice of injury form. If medical attention is necessary, not requiring emergency transportation, the employee will take a copy of the form to the authorized treating physician or provider.
        After treatment, the employee shall return to work unless instructed by the authorized treating physician in writing to do otherwise. As soon as the employee is released to return to work by the authorized treating physician, he/she shall notify his/her supervisor and return to duty. If work restrictions are on the employee by the authorized treating physician, the employee will be eligible for the Temporary Modified Duty Program, per School Board Policy.

C. Personal Leave
    1. Any member of the instructional staff desiring personal leave shall make written application for such leave through the Human Resource Department. The employee shall not be entitled to compensation while on personal leave except as provided in subsection 3 of this rule. Personal leave will be granted at the discretion of the School Board. Authority to approve such leave shall be vested in the School Board except as provided in XIV.1.E
        a. Five days of personal leave with pay will be allowed for any member of the instructional staff each school year, provided that such days shall be charged only to accrued sick leave. The employee shall make every effort to keep such claims to a minimum. Such leave shall be subject to the approval of the superintendent or his/her designee. MBUs shall have the right to appeal to the superintendent in the case of a refused request for personal leave.

D. Jury Duty
    Where a member of the instructional staff is under subpoena for jury duty during the time, he/she is engaged in regular professional duties and is, upon request, denied release from such duty may make application for temporary duty elsewhere. If the application is approved, he/she shall receive his/her regular salary. Any application under this rule shall be endorsed by the staff member's immediate supervisor and then submitted to the superintendent for approval or disapproval.

E. Witness Duty
    Where a member of the instructional staff is under subpoena as a witness in connection with his/her official duties or in a court action in which he/she is not a party to the litigation, he/she may make application for temporary duty elsewhere. If the application is approved, he/she shall receive his/her regular salary but shall remit to the School Board by check the amount received in fees as a witness less the amount allowed for travel. Any such leave application shall be reviewed by the employee's immediate supervisor, signed, and forwarded to the superintendent. The superintendent shall have authority to approve or disapprove the application.

F. Professional Leave
    1. Any request for absence from duty wherein the main purpose is to render service to the profession of teaching or professional advancement or improvement, and which is normally initiated by the MBU shall be classified as professional leave.
        a. Delegates representing Indian River County School District at state level professional educational organization meetings may be granted professional leave with pay and the School Board may, at its discretion, allow full or partial reimbursement.
            1) Officers of state and national professional educational organizations may be granted professional leave to attend to the duties of the office held.
        b. Extended professional leave
            1) All instructional personnel who are on continuing, or professional service contract and who apply for and are granted an extended professional leave of absence must present to the Superintendent or designee the following:

a. A planned program of study for the year and evidence of completion of the program or
b. A summary of activities designed to contribute to the profession of teaching, which will be pursued.

c. Preschool and postschool professional leave
   1) An instructional employee under a ten-month contract may be granted professional leave during the preschool or postschool period or both to attend summer school. Permission will be granted to recognize up to 400 miles per day for travel time as part of the number of days requested including Saturdays and Sundays. In no case will professional leave be granted before the last day of school for students; however, personal leave will be allowed.

d. A request for professional leave, except for the preschool and postschool periods, shall be submitted to the office of the assistant superintendent for instruction at least five (5) days prior to the effective date of the leave and failure to do so may result in a loss of pay. If an employee cannot comply with provisions of this rule, his/her case will be handled on an individual.

G. Sabbatical Leave
1. Sabbatical leave will be allowed only for full-time members of the instructional staff under the conditions provided herein.
   a. After each five (5) consecutive years of satisfactory service in the district, the employee may apply for a year's leave of absence for the purpose of professional improvement. Such leave will not break continuity of service but may not be counted as a year of service for any purposes. A year of service for continuing /professional service contract will be considered a year of service for the purpose of this rule.
   b. Sabbatical leave for one-half year may be granted if the applicant, by formula, is eligible. Such applicant shall not be eligible for additional sabbatical leave until eligibility has been re-established by rendering five more years of consecutive and satisfactory service.
   c. Sabbatical leave will be granted to qualified applicants according to the following criteria:
      1) The number of sabbatical leaves granted may not exceed one percent (1%) of the number of instructional and supervisory personnel employed during the prior year.
      2) For each year in excess of five, the employee shall accrue one point. Applicants shall be considered in the descending order of their accrued points.
      3) An applicant for subsequent sabbatical leave, after the first leave, shall not be considered until all other applicants for a lesser number of sabbatical leaves have been considered.
      4) In case applicants for sabbatical leave are tied in total points, selection shall be determined by the superintendent or by a committee appointed by him/her for that specific purpose.
   d. An employee on sabbatical leave shall be paid fifty percent (50%) of his/her regular contract salary as an employee. If it is determined that the employee is violating the conditions of his/her leave, salary payment shall be discontinued, and the employee shall repay all prior payments that were improperly received. Moreover, the leave shall be terminated forthwith.
   e. Sabbatical leave applications shall be filed with the superintendent by not later than September 15 (for second semester leaves) or March 15 of the year preceding the requested sabbatical leave.
      1) Sabbatical leave shall be interpreted to be extended professional leave in accordance with law and State Board of Education regulations. Any applicant shall comply with the following requirements:
         a. Shall have been admitted to the graduate school of an accredited college or university.
         b. The major portion of the credits earned while on such leave must be at the graduate level.
         c. The work performed must lead towards a post-graduate degree.
         d. Shall be enrolled as a full-time graduate student for the duration of the leave.
         e. The graduate work taken must be in the field in which the employee is presently serving, a position to which he/she may be assigned, or the major field of the applicant.
         f. Upon termination of the leave, proof that such graduate work has been completed shall be filed with the superintendent.
         g. Insurance of personnel normally paid by the Board will continue to be paid by the Board while the sabbatical leave is in force. Any policies that have been paid by the employee may remain in force if the employee submits a payment by check in advance of each month or a deduction is made from the employee's paycheck.
         h. Nothing in this rule shall be interpreted to preclude the right to the Board to abolish position or positions during the time that a person is on leave. In the event the position is abolished, the person upon return to duty will be assigned to a substantially similar position within the school district.

i. Any employee granted sabbatical leave shall agree in writing to render under contact three additional years of service in the Indian River County School System following the expiration of the leave. Failure to render such service shall require the employee to refund to the School Board any payment received while on such leave according to the following schedule:
    1. If no service is rendered, the full amount shall be refunded.
    2. If only one year of service is rendered, two-thirds of the amount will be refunded.
    3. If two years of service are rendered, one-third of the amount will be refunded.
    4. If the full three years of service are rendered, the employee shall have fulfilled the contract.

H. Vacation Leave
1. A member of the instructional staff who is employed on a twelve-month basis shall accrue vacation leave, exclusive of holidays, with compensation as follows:
    a. An employee with less than five years of continuous service in the district at the rate of one day per month cumulative to twelve workdays per year.
    b. An employee with five or more but less than ten years of continuous service in the district at the rate of one and one-fourth days per month cumulative to fifteen workdays per year.
    c. An employee with ten or more years of continuous service in the district at the rate of one and one-half days per month cumulative to eighteen workdays per year.
    d. No vacation leave may be accrued by an employee who is not paid for at least twelve working days during any month.
    e. The term "continuous" shall mean an employee who has rendered uninterrupted service to the district School Board in a twelve-month contractual position.
2. The maximum number of accumulated vacation hours, which an employee is permitted to accrue at the end of each calendar year, shall be five hundred hours (500).
3. Vacation leave shall be so scheduled as to cause a minimum disruption of the school program.
4. Vacation leave shall not be granted until the employee has rendered at least six months acceptable service in the district.
5. Vacation leave may not be granted for less than one-half day.
6. Vacation leave will be charged against scheduled working days only.
7. Accrued vacation leave may be used for other types of leave with the approval of the superintendent/designee.
8. Payment for accrued annual leave to an employee of the Board upon termination of employment or upon retirement, or to the employee's beneficiary, and if service terminated by death shall be regulated by subparagraph 1 above. Effective July 1, 2001, terminal pay for accrued vacation leave may not exceed a maximum of sixty (60) days of actual payment (F.S. 1012.65).

I. Military Leave
1. Military leave will be granted to a MBU pursuant to provisions outlined in Florida Statutes 1012.66 as well as Florida Statutes 115.07. 115.09 and 115.14 that allow the protection of civilian pay, benefits, and position during the time the MBU is called to active service of the Armed Forces.
    a. MBUs called to active duty will receive their full civilian pay, in addition to their military pay for the first 30 days of active duty.
    b. After the initial 30 days, those on active duty will receive the necessary compensation to fill the gap between their military base pay (exclusive of allowances for quarters, rations, variable housing allowances, or other special pay) and their civilian pay for a period not to exceed one (1) calendar year. During the leave, the MBU will accrue leave benefits, experience credit, and will be considered an active MBU for the purpose of all benefits including group health insurance.
    c. Employees are eligible for leave if an immediate family member in military service is involved in a "qualifying exigency," arising from the service member's active duty.

J. Compassionate Leave Program
1. The Compassionate Leave Program is hereby established as a mechanism for accepting from qualified employees the voluntary donation of time from annual accumulated sick leave. Compassionate Leave may be utilized by eligible employees who need extended time off due to a catastrophic, serious health condition or life-altering event of a member of the employee's immediate family, or for someone residing within the employee's household, for whom the employee is the primary caregiver. Exclusions include but are not limited to, any injury covered by Worker's Compensation or mental/nervous

conditions, chemical dependency, alcoholism, or related conditions. The following criteria will govern the creation, maintenance, and use of Compassionate Leave Program.

a. Recipient must have been a regular employee of the district for at least one full year preceding the current fiscal year and must have used all available sick and vacation leave prior to receiving donated leave.
b. Donors are eligible to donate creditable time they have earned as long as the employee retains a minimum of 30 days of available leave after the donation is deducted.
c. The leave will be donated to a specific employee at the time the donation takes place.
d. Donations will be on first received from donor, first transferred to recipient.
e. Recipient must complete an application for the Compassionate Leave Program which will contain:
    a. Employee name
    b. Employee Identification number
    c. Beginning and Ending dates of leave requested
    d. Last day of available paid leave
    e. Explanation regarding the circumstances surrounding the reason for the leave
    f. Physician's Statement Form providing documentation of the injury, illness or accident or other appropriate documentation for which leave is requested.
f. In no event shall any compassionate leave time approved under this policy exceed 60 days.
g. Any unused transferred sick leave hours will be returned to the authorizing employee on a last in, first out basis.

K. Flex Time (Events, Activities, Functions)

1. All work outside the regular contractual day shall be compensated in accordance with District-approved methods, which may include monetary compensation or pre-approved compensatory time.

2. MBUs shall not be required to attend school events or perform functions on weekends or holidays. Use of such time will be approved by the administrator with a result of minimum disruption of the educational program. Any voluntary participation in such activities must be pre-approved by the administrator and compensated in accordance with this section.

3. Duties performed beyond the contractual workday must be specifically assigned and pre-approved to qualify for compensation or compensatory time. Compensatory time shall not be automatically earned for routine non-instructional or supervisory duties.

4. Any accumulated compensatory time may be taken during the normal teacher work year. If a guest educator is requested, compensatory time must be used in 3.75 hour increments. The time would be treated in the same manner as personal as sick time and will NOT be charged to the MBU (see Article 14.2C). Use of compensatory time must be requested in advance and approved by the employee's immediate supervisor, based on the operational needs of the school or District.

5. Compensatory time must be used no later than the final teacher workday of the school year in which it is earned and time shall not accumulate beyond the current school year. Any unused compensatory time shall be forfeited and shall not be converted to monetary compensation except where required by law. Non-instructional/supervisory duties as referenced in all other areas of the contract refer to duties performed within the normal school day.

6. Nothing in this section shall prohibit a principal from adjusting an employee's work schedule within the same work week for occasional, District-directed activities, provided such adjustments do not result in the accrual of compensatory time unless mutually agreed upon by both parties.

7. The District retains the right to provide compensation in the form of stipend or hourly pay in lieu of compensatory time unless mutually agreed upon by both parties.

L. Bereavement Leave Program

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor, Superintendent, or designee immediately. Immediate family is defined to include: husband, wife, child, grandchild, parents or guardian, grandparents, sister, brother, each similar relationship established by marriage, any other legal dependent, and any person for whom the employee was a legal dependent.

All employees covered by this Agreement shall be entitled to two (2) consecutive working days paid leave.

Proof of the family member's passing will be required to receive Bereavement Leave. Employees may, with their supervisor's, Superintendent, or designee approval, use any available leave for additional time off as necessary.

The following criteria will govern the creation, maintenance, and use of the Bereavement Leave Program.

1. Donors are eligible to donate up to five (5) days of creditable time they have earned as long as the employee retains a minimum of 20 days of available leave after the donation is deducted.
2. The leave will be donated to a specific employee at the time the donation takes place.
3. Donations will be on first received from donor, first transferred to recipient.
4. Any unused transferred sick leave hours will be returned to the authorizing employee on a last in, first out basis.

Recipient must complete an application for the Bereavement Leave Program which will contain:

1. Employee name
2. Employee Identification number
3. Beginning and Ending dates of leave requested
4. Explanation regarding the circumstances surrounding the reason for the leave

In no event shall any bereavement leave time approved under this policy exceed 30 days.

14.3 Unpaid Leaves

A. Family and Medical Leave
   1. Any eligible employee who has been employed full time for at least 12 months and has worked at least 1,250 hours in the past 12 months, may apply for unpaid leave as described in School Board policy 3430.01.

B. Charter School Leave
   1. An MBU may apply and be granted charter school leave for one (1) year. It shall be considered a break in continuity of service with the School District of Indian River County if the MBU does not give written notification to the Superintendent of intent to return by March 1st. MBU will not be eligible to continue District benefits during charter school leave and shall be notified in writing of this policy when they apply for charter school leave. If the MBU seeks to return to the school district after a break in continuity of service, the MBU must reapply for any position within the district.

C. Personal Leave-Unpaid
   1. The employee shall not be entitled to compensation while on unpaid personal leave and benefits premiums will be due each month, payable by check or money order. If premiums are not received by the end of each month, coverages will be cancelled due to non-payment. Employees shall be notified in

writing of this policy when they enter an unpaid status and will be given a warning at least thirty (30) calendar days before the cancellation of their coverage.

a. Leave for political campaign. An employee who desires personal leave to seek election to office shall file an application for such leave. The School Board will grant such personal leave for the duration of the political campaign.
b. Personal leave for other reasons. An employee desiring personal leave for any other reason shall file a written application setting forth the reasons and the purpose of the requested leave. The superintendent will consider the application on its merits; and, in arriving at a decision, will consider the best interests of the employee and the general welfare of the school system.

ARTICLE 15 – SICK LEAVE BANK

15.1 Membership

A. A full-time employee having been employed by the School District Of Indian River County for at least one (1) year and having at least six (6) days of accrued sick leave as of the date of application for membership may enroll in the Sick Leave Bank by voluntarily contributing two (2) sick leave days to the bank during the established registration period. Initial enrollment in the Sick Leave Bank will take place during the month of November. MBUs will not be required to contribute more than one (1) sick leave day during any additional contribution period. Sick leave days donated to the bank by employees will not be returned to employees except as hereafter provided.

15.2 Establishment and Duration

A. A Sick Leave Bank will continue to maintain at least two hundred and fifty (250) days and will remain in existence unless the bank is discontinued for other reasons including exhaustion of its assets.

15.3 Administration and Governance

A. The Sick Leave Bank will be administered through the Human Resources office. By November 1 of each year, the Risk Management Office shall provide a list to each school site of all MBUs currently enrolled as members of the Sick Leave Bank. MBUs may check this list to determine their membership status. At this time, the Risk Management Office shall also provide to all MBUs an information sheet regarding the Sick Leave Bank, outlining basic information of the bank, including benefits of membership and requirements for joining. An application form for membership shall be included with the Sick Leave Bank information sheet.

B. An Overview Committee consisting of two representatives appointed by the Superintendent, two representatives appointed by the Association, and one representative jointly appointed shall be formed to administer the bank. Administration of the bank shall include approval of each request for leave and investigation of any alleged abuse.

C. All requests for Sick Leave Bank use shall be provided immediately by Risk Management to all members of the Overview Committee. All decisions regarding approval or disapproval for granting of Sick Leave Bank days shall be rendered by a majority vote of the Overview Committee within thirty (30) calendar days from the date of completed application. The Overview Committee has the sole authority and discretion as to whether Sick Leave Bank days shall be awarded. The Overview Committee's determination is not subject to grievance and arbitration.

15.4 Benefits

A. In the event of catastrophic illness of a participating employee, causing him/her to be absent from work for an extended period of time, the employee may receive paid leave as follows:
    1. All accumulated sick leave of the employee must first be expended, followed by an unpaid leave of three (3) continuous workdays.
    2. Any sick leave drawn from the bank by a participating employee must be used for said employee's personal illness, accident, or injury.
    3. Application for use of the Sick Leave Bank must be made to the Overview Committee. All applications shall be processed through the Risk Management office. Applications shall include:
        a. A doctor's statement certifying the illness and the necessity for the protracted leave. A doctor's release statement of the MBU.
        b. Certification by the employee of the date on which all sick leave will be exhausted and the date on which the sick leave bank is to be used.
    4. A maximum of sixty (60) paid working days may be received by an employee in a school year.
    5. An employee who is a member of the Sick Leave Bank shall not be eligible to use sick leave from the bank if the employee is on injury or illness in-the-line-of-duty, worker's compensation, or other approved leaves.

15.5 Bank Replenishment

A. After the bank is established, all participating members shall contribute one (1) additional day each time the bank drops to a balance of 124 days. When it becomes necessary to replenish the bank, the contributions shall be equally required of all employees participating.

15.6 Bank Dissolution

A. In the event the Sick Leave Bank is terminated, all unclaimed sick leave days will be returned to participating members where possible. Return of days will be accomplished equally to those members who have not utilized Sick Bank Leave withdrawals.

15.7 Withdrawal of Participation

A. A participating employee who chooses to withdraw from participation in the Sick Leave Bank shall not be eligible to withdraw any sick leave already contributed.

15.8 Participation Abuse

A. If an employee is found to have abused the use of the Sick Leave Bank, the employee shall repay (in days or dollars, i.e., member's daily rate of pay) all of the sick leave credit drawn from the bank and be subject to such other disciplinary actions as determined by the District School Board through appropriate established procedures.

15.9 Hold Harmless

A. The Association, its officers, agents, and members of the bargaining unit will hold harmless the Board, its officers and agents for the cost and results of any action which may be brought by any of its members, group or groups of members of the bargaining unit, agencies of law, with respect to the establishment, administration, or expenditure of the assets of the Sick Leave Bank.

ARTICLE 16 – RETIREMENT

16.1 Pre-retirement Information

A. Yearly pre-retirement information will be placed in the school boxes with enough copies for each teacher.

B. A pre-retirement seminar will be held annually by the District between the months of October and December.

16.2 Retirement Incentive and Eligibility

A. It shall be the responsibility of each employee to determine, through the state retirement division, his/her eligibility for retirement. In addition, it is the employee's responsibility to certify their eligibility, as outlined below, to the Human Resource Department in order to establish that he/she meets the requirements set forth for the collection of the retirement incentive. Application for incentive must be submitted six months prior to retirement.
    1. Retirement Incentive: The School Board and the Association recognize the need for an incentive plan in order to reward employees for loyal and dedicated service during their last year of employment in the district, prior to retirement. This plan is intended for those members of the bargaining unit who would be eligible for retirement, without penalty, under an existing state retirement system program. In order to be eligible for this retirement incentive plan the employee must:
        a. Have provided at least ten (10) years of continuous service to the District immediately prior to retirement; and begin the retirement process at least sixty (60) days prior to the actual retirement date; and
        b. Retire within the first year eligible without penalty under FRS based upon 62 years of age and ten years of service; or 30 years of service.
        c. Notify the Human Resource Department in writing of the intention to retire with the effective retirement date specified.
    2. The retirement incentive will be paid in a lump sum immediately prior to the last day of regular employment with the District, as designated by the employee in their retirement notice. This payment cannot be delayed nor deferred by the employee.
    3. The incentive amount to be paid to the employee will be based upon his/her current annual base salary, or previous year's base salary, whichever is greater, excluding special duty supplements and extra pay the employee received. The calculation for the incentive payment will be 15% plus 1% for every five (5) years of SDIRC service beyond ten (10) years.
    4. If, after computing the financial impact of plan applicants, it is found that there is a significant cost to the District, the Board may withdraw the incentive for the current fiscal year. In that instance, those who had applied may choose to defer their retirement to anytime during the following year and will be given first priority to retire with incentive. The decision by the Board to withdraw the incentive will be made within sixty (60) calendar days of receiving the request for the retirement incentive.

ARTICLE 17 – GRIEVANCE PROCEDURE

17.1 Purpose

A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise affecting the health, welfare, or working conditions of members of this bargaining unit. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level.

17.2 Definitions

A. **Grievance** - The term "grievance" shall mean a written allegation by a grievant that a controversy, dispute, disagreement, or violation of any kind or character exists out of or in any way involving, interpretation or application of the terms of this Agreement.

B. **Grievant** - The term "grievant" shall mean the employee or group of employees filing a grievance.

C. **Immediate Supervisor** - The term "immediate supervisor" shall mean the principal of the school where the individual is assigned or a program director when the individual is not assigned to a principal.

D. **Employer** - The term "employer" shall mean the School Board or the Administration.

E. **Days** - The term "days" shall mean working days.

F. **Party** - The term "party" shall mean the Board and the Association except that in the case where there is no Association backing, it shall mean the Board and grievant.

G. **Bargaining Unit** - The term "bargaining unit" shall mean all employees of the Board who are members of the Association or eligible to be members of the Association.

17.3 Time Limits

A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is to be considered the maximum, and every effort should be made to expedite the process before the deadlines are reached. Time limits may, however, be extended by mutual written agreement between the Association and the representative of the Board.
    1. Filing: Within twenty (20) days following an informal discussion regarding the grievance issue, the grievant may file a grievance indicator form developed jointly by the Board and the Association with the immediate supervisor or designated representative. The grievance indicator form is found in Appendix A.
    2. A grievance may be withdrawn at any level during any point in time during the grievance procedure.

B. In the event that a grievance is filed at such a time that it cannot be processed through all of the steps in the grievance procedure by the end of the Board's fiscal year and, if left unresolved until the beginning of the next year, could result in irreparable harm to the grievant or Association, the Time Limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the Board's fiscal year or as soon thereafter as possible.

17.4 Representation

A. All members of the bargaining unit may have the right of Association representation at each level of the grievance procedure.
    1. Starting at level one, no grievant may be required to discuss any grievance if the Association representative is not present.
    2. Any individual employee or group of employees in the bargaining unit shall have the right at any time to present a grievance to the designated representatives of the Board and to have such grievance adjusted, without the intervention of the Association as long as the adjustment is not inconsistent with the collective bargaining agreement and the Association has been given the opportunity to be present and make statements for such adjustments.
    3. Copies of the Board representative's decisions given at any step of the grievance procedure shall be immediately delivered to the grievant and the Association.

4. A grievant shall not be represented by any person who might be required to take action, or against whom action might be taken, in order to adjust the grievance, or by a representative of any other employee organization. The Association will not file a grievance for pre-existing conditions prior to application for membership.

17.5 Grievance Progression

A. INFORMAL DISCUSSION:
If the grievant and building principal or immediate supervisor mutually agree, the grievant may waive the Informal Discussion and/or Level One and invoke formal grievance procedures at Level Two within twenty (20) days on a written form signed by the grievant and building principal or immediate supervisor.

B. LEVEL ONE: In the event that a grievant believes there is a basis for a grievance, the grievant may invoke formal grievance procedures within twenty (20) working days of the MBU (of the date of receiving discipline or upon knowledge of an alleged incident of contractual violation) on a form signed by the grievant. A copy of the grievance form shall be delivered to the principal or immediate supervisor.

1. If the grievance involves more than one school building, it may be filed with the Superintendent or his/her designated grievance representative at Level Two.
2. The school principal, immediate supervisor, or designated representative shall have five (5) working days of the MBU after receipt of the grievance in which to hold a conference with the grievant. The grievant shall have the option of having a representative of the Association present provided the immediate supervisor is so advised when the follow-up discussion is requested. The immediate supervisor has the option of having representation of his/her choice present during the discussion.
3. When a Level One discussion is held, a dated response regarding the grievance shall be given in writing by the immediate supervisor within five (5) working days of the MBU following the discussion. If satisfactory resolution of the grievance is not achieved at Level One, the grievant will have ten (10) working days of the MBU following the date indicated in the response to move the grievance to Level Two.

C. LEVEL TWO: If the grievance is not settled to the grievant's satisfaction or if a written decision is not submitted within the designated time limits at Level One, the grievant may move the grievance to Level Two by written notice to the Superintendent or his/her designated representative.
1. The Superintendent or the designated representative shall have ten (10) working days of the MBU after receipt of the grievance in which to hold a conference with the grievant and to give a written decision.
2. If a satisfactory resolution of the grievance is not achieved at Level Two, the grievant will have ten (10) working days of the MBU following the date indicated on the response to move the grievance to Level Three.

D. LEVEL THREE: Superintendent Review (Pre-Arbitration Step)

If the grievance is not resolved at Level Two, the grievant and/or the Association may appeal the decision to Level Three by submitting a written notice of appeal to the Superintendent or designee within ten (10) working days of the MBU of receipt of the Level II response.

1. The written appeal shall include: A copy of the original grievance; all prior written decisions; a clear statement of the issues in dispute; the specific contract provision(s) alleged to have been violated; and the remedy sought. Failure to include required documentation may result in delay or dismissal of the appeal.
2. Superintendent Review Process: Upon receipt of a timely appeal, the Superintendent or designee shall conduct a review of all materials, documentation, and prior decisions developed at Levels One and Two.
3. Conference: a conference will be scheduled with the grievant and/or Association representatives. The conference shall be limited to issues and evidence previously presented, unless the Superintendent determines additional information is necessary. No new claims shall be introduced at this level.
4. Timeline for Response: The Superintendent or designee will issue a written decision within ten (10) working days of the MBU following receipt of the appeal or the conference, if held.
5. Scope of Review: The Superintendent's review shall be limited to:
   - Whether the grievance was processed in accordance with contractual procedures;

- Whether the decision at Level Two was supported by the facts presented; and
- Whether the interpretation and application of the Agreement were consistent with its terms.

6. Finality of Step: The Superintendent's decision shall constitute the final decision of the District.

If the grievance is not resolved to the satisfaction of the grievant or the Association, the grievance may be advanced to arbitration in accordance with the procedures set forth in this Agreement.

7. Timeliness:
   a. Failure of the grievant or Association to appeal within the specified timelines shall result in the grievance being considered withdrawn.
   b. Failure of the District to respond within the specified timelines shall permit the grievance to be advanced to the next level.

E. LEVEL FOUR: Arbitration

If the grievance is not solved at Level Three to the grievant's satisfaction, or if a written decision is not submitted within the designated time limits of Level Three, the grievant may move the grievance to arbitration.

1. If the two parties cannot agree as to the arbitrator within five (5) working days of the MBU from the notification date that arbitration will be pursued, the party seeking arbitration shall file a request with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrators shall then be selected according to the rules of the American Arbitration Association.

2. The arbitrator shall confer with the representative of the Board and the Association and hold hearings promptly and shall issue a decision not later than thirty (30) working days of the MBU from the date of the close of the hearings or final submission. The arbitrator's decision shall be in writing, and set forth findings of facts, reasons, and conclusions on the issues submitted to arbitration.

4. The decision of the arbitrator shall be submitted to the Board, grievant, and the Association and shall be final and binding upon the parties.

17.6 Powers of the Arbitrator

A. It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
   1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
   2. He/she shall have no power to establish salary schedules or to change any salary, except in cases where his/her award has the effect of changing an MBU's summative evaluation rating (e.g., from "Needs Improvement" to "Effective").
   3. He/she shall have no power to rule on any of the following except where there is a possible violation of a section of this Agreement.
      a. The termination of services for failure to re-employ any probationary employees.
      b. The placing of a probationary employee on additional probation.
      c. The termination of services or failure to re-employ any employee to a position on an extra duty assignment.
      d. Any matter involving an evaluation rendered on an employee.
   4. He/she shall have no power to change any practice, policy, or rule of the Board, nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board except where there is a possible violation of a section of this Agreement. His powers shall be limited to deciding whether the Board has violated the express articles or sections of the Agreement, and he/she shall not imply obligations and conditions binding upon the Board other than that which is specifically included in this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board except as it pertains to the terms and conditions of employment which shall be negotiated as part of the Agreement before implementation.
   5. In rendering decisions, an arbitrator shall give due regard to the responsibility and rights of the Board and employee(s) and shall so construe the Agreement such that there will be no interference with responsibilities and rights except as they may be specifically conditioned by this Agreement.

6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have to decide if the grievance is arbitrable. In the event that a case is appealed to an arbitrator in which he has no power to rule, it shall be referred to the parties without decision or recommendation on its merits.
7. There shall be no appeal from an arbitrator's decision if it is within the scope of his/her authority as set forth above. It shall be binding upon the Association, its members, the employee, or employees involved, and the Board.

17.7 Additional Provisions

A. **Costs**: The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
B. **Reprisals**: NO reprisals or retaliation shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure. No document of any kind or form pertaining to the initiation, processing or settlement of any grievance whatsoever shall be placed in the personnel file of any member of the bargaining unit.
C. The Board and the Administration will cooperate with the Association in its investigation of any grievance and further will furnish the Association and grievant with such information as is requested for the processing of any grievance provided the information is readily available or can be secured through what the Board considers to be reasonable resources.
D. Release time shall be granted to the aggrieved person for attendance at the arbitration hearing. Such release time shall be without loss of pay to the extent required for such participation.

ARTICLE 18 – NEGOTIATION PROCEDURES

18.1 General Provisions

A. It is contemplated that matters not specifically covered by this Agreement, but common to the parties, may be subject to professional negotiations between them during the period of the Agreement by the Board and Association. The parties agree to cooperate in arranging meetings, furnishing necessary information, and otherwise considering and resolving any such matters.

B. Representatives of the Board and the Association negotiating committees may meet at least twice each semester during the regular school year at a time convenient to both parties for the purpose of reviewing the administration of this Agreement and to examine problems which may arise out of the administration of this contract. These meetings are not intended to by-pass the negotiations or grievance procedures. Further, each party will submit to the other, at least seventy-two (72) hours prior to the meeting, an agenda covering what they wish to discuss.

C. During the course of any negotiations described in this Article, the parties mutually pledge that such negotiations shall be conducted in good faith.

18.2 Notice of Negotiations

A. If either party desires during the life of this Agreement (life of the Agreement is from the date of formal ratification by the Board and the Association through June 30, 2018, unless extended through provisions set forth in this contract) to modify, amend or terminate this Agreement a written notice must be submitted to the other party. Notice of negotiations for a new contract, if modifications are desired, must be submitted to the other party prior to May 1, of each year of the contract.

B. If notice to negotiate modifications is given, negotiations shall be initiated by June 1. Failure to comply with the provision will subject the contract to continue in effect for another contract period.

18.3 Permissive Language Negotiation

A. Any permissive legislation or legal clarification by a court of competent jurisdiction may be the subject of further negotiations during the life of this contract provided both parties agree.

ARTICLE 19 – PROFESSIONAL COMPENSATION AND FRINGE BENEFITS

19.1 Experience Credit and Placement on Salary Schedule

A. As of July 1, 2001, all verified years of teaching experience will be recognized by SDIRC per F.S.121.090(9) for new teachers in the system, when properly verified. The salary of the MBU will be changed on the regular pay date following verification of teaching experience.
    1. During new employee orientation the District shall require the employee to sign a form, with a copy given to the employee and a copy kept for the personnel file, explaining the process for teaching experience and advanced degree verification prior to salary adjustment.

B. Indian River State College full time teaching experience will apply as teaching experience with the School District of Indian River County.

C. MBUs assigned teaching positions in career technical education requiring career and technical certification in a specific area or trade shall be given credit for verifiable years of non-teaching experience, year-for-year, not to exceed ten (10) years maximum on the instructional salary schedule. The terms "career technical education" and "vocational certification" shall meet and be consistent with statutory definitions and amendments.
    1. Yearly increment(s) will be prorated on the basis of vocational hours taught (100% for five (5) classes, 80% for four (4) classes, 60% for three (3) classes, etc.).

D. Current MBUs with 5-19 years of experience will have the opportunity to complete an Experience Verification Survey for review by SDIRC Human Resources Department for the purpose of correcting salary categories (Appendix A1). Once verified, SDIRC will adjust total years of experience in Appendix A1. This adjustment will be final. For new hires beginning with the 2024-2025 school year, years of experience will be verified as part of the hiring process and MBUs will be placed on the salary schedule appropriately.

19.2 Advanced Degrees or Certification

A. All MBUs will be compensated at the master's level upon receipt of a master's degree from an accredited university if a minimum of fifteen (15) semester hours has been completed at the graduate level in one of the MBU areas of certification and/or assignment.

B. All MBUs with a master's degree plus thirty (30) semester hours will be paid at the same rate as the Specialist Degree. To be eligible, fifteen (15) of the semester hours must be at the graduate level and earned in the MBU's area of certification and/or current assignment, educational leadership, reading, or computer literacy.

C. Speech/Language pathologists who have obtained the Certificate of Clinical Competence (CCC) from the American Speech/Language-Hearing Association (ASHA) or licenser from the Florida Department of Professional Regulations will be compensated at the master's level plus thirty semester hours.

D. All MBUs will be compensated at the Specialist level upon receipt of a Specialist Degree from an accredited university if a minimum of twenty-one (21) semester hours has been completed at the graduate level in one of the MBU areas of certification and/or assignment.

E. All MBUs will be compensated at the Doctorate level upon receipt of a Doctorate Degree from an accredited university if a minimum of twenty-seven (27) semester hours has been completed at the graduate level in one of the MBU areas of certification and/or assignment.

F. All advanced degree payments shall be considered a part of the MBU's base salary for MBUs hired on or before June 30, 2011.

G. When the highest acceptable level of training indicated on a certificate change during any school fiscal year, or verification of an existing degree or training is submitted to the District from an MBU, the salary will be changed on the following regular pay date following verification of the degree.

H. For MBUs hired on or after July 1, 2011, subsections A-G will apply except that the advanced degree payments shall be considered a supplement and not added to base pay. In order to be paid the advanced degree supplement, the degree must be achieved in the MBU's area of certification.

19.3 Compensation and Pay Schedules

A. MBUs will receive twenty-four (24) equal installment paychecks throughout their contract year in accordance with the Annual Pay Date Schedule, with the exception of late start employees. Late start employees will receive equal installments for the number of remaining pay dates in the Annual Pay Date Schedule. Employees on a ten- or eleven-month schedule with a start date other than July 1st shall receive multiple checks (if entitled to the checks) on the last student day of school. The multiple checks issued on the last student day of school shall be eligible for direct deposit. The final paycheck will be issued on the regularly scheduled pay date for the pay period in which the work is performed. An effort will be made to pay the December 31 check on the last school date of the calendar year.

B. 12-month employees are paid an equal "per pay" amount each paycheck. The "per pay" amount is calculated based on the annualized salary, or pro-rated annualized salary if the employee started late and is divided over the number of remaining paychecks for the year.

C. Years of experience will be used for initial placement only. MBU's new to the District shall be placed in accordance with the "Initial Placement Schedule" in Appendix B.

D. Pay for Performance shall stay at the status quo level of the previous contract year or until a new agreement is reached. Pay for Performance may be re-opened if requested by either party (SDIRC or IRCEA).

E. Curriculum Rate: MBUs employed to participate in seminars, workshops, and projects such as initiating and/or revising curriculum and other specified activities which are conducted when regular school is not in session will be paid as reflected in Appendix B.3.

F. Extended Day Program: MBUs working the Extended Day Program will be paid as reflected in Appendix B.3.

G. Three Supplement Committees shall be formed each to include three MBUs and three administrators. The committees shall be Elementary, Middle, High School and will make recommendations for changes to the Supplement section of the contract to the negotiation teams.
    1. Any changes in supplements will be negotiated.
    2. Committees will make recommendations on the following for the 2025-2026 Contract:
        a. Job descriptions for supplements
        b. Fidelity Check lists for each supplement
        c. List of supplements available at each level
        d. Supplemental pay

19.4 Fringe Benefits

A. The following are fringe benefits provided by the Board on behalf of all MBUs:
    1. Transfer of all earned medical/sick leave from another Florida school district or agency at a rate of one (1) day of sick leave per month for each month worked;
    2. Six (6) paid holidays;
    3. A single plan of hospitalization insurance;
    4. The Board will pay a negotiated contribution towards group health Insurance benefits including hospitalization for "employee only" coverage for all instructional personnel working .6 or greater of a contracted workday/week or in a job share situations (Article X.9). An MBU working .5 will receive one-half of the benefits paid for an employee who works .6 or greater. The contribution paid by the Board and employees for each health insurance plan is as specified in Appendix G.
        a. In addition to the premium contributions above, an Employee Wellness Center is established for employees and their dependents who are currently enrolled in the Board's health insurance program. The Employee Wellness Center shall include: free office visits, free health and wellness screenings and counseling, and a free stock medication program of commonly used prescriptions.
    5. The opportunity to participate in an employee's voluntary dental plan;
    6. Group life insurance premium paid by the District; currently $25,000 term life;
    7. Employee Assistance Program;
    8. Pre and post planning days with 1-hour lunch;
    9. Payroll deduction for Association dues and other Association activities;
    10. The District's Benefits Plan is Section 125 IRS code qualified to provide employees with tax reduction advantages including reimbursement accounts for medical and dependent care services;
    11. Administrative cost of the following voluntary plans: Cancer Insurance, Disability Insurance (short term and long term), life insurance, and 403B IRS code qualified tax deferred annuity;
    12. Additional benefit programs contributed to by the District on behalf of employees: Florida Retirement System, Social Security/Medicare, Florida Unemployment and Workers Compensation coverage, statutory;
    13. Flexible Benefits: School Board Indian River County shall continue to provide a payroll slot for a salary reduction plan as allowed by IRS (Section 125);
    14. Annual/Personal Leaves of absence per state statute;
    15. Direct Deposit;
    16. Five days of Personal leave with pay will be allowed for any member of the instructional staff each school year; provided that such days shall be charged only to accrued sick leave; provided further, that personal leave days shall not be cumulative and may not be counted in determining a year of service.
    17. A mandatory tax shelter and IRS approved program for the purpose of terminal pay and sick leave at the time of retirement or DROP termination.
    18. Transfer of sick leave among family members who are both employees (see procedures-based on Board Policy 3430.03).

19.5 Employee Assistance Program (EAP)

A. Types of Voluntary Referral
    1. Self-referral is the most frequently used method to access EAP services. This type of referral is completely confidential, and information can only be revealed by the MBU. Information will not be given out without a written release from the employee seeking services.
    2. Informal supervisor referral usually occurs in situations in which an employee is displaying distress, or job performance problems that do not appear to be serious. In these situations, a supervisor may recommend that an employee seek services through the EAP or inquire as to whether the employee thinks this may be useful. Utilizing EAP services upon an informal recommendation by the supervisor is completely voluntary and strictly confidential. Even though the supervisor believes that it is in the best interest of the employee to seek EAP services, the supervisor will not be informed as to whether the employee has seen any EAP counselor unless the employee volunteers this information.

B. Types of Involuntary Referral
    1. Disciplinary referral to the EAP is involuntary. The disciplinary referral is utilized in situations in which the employee is displaying unacceptable workplace behavior. Examples of behavior that would result in an involuntary disciplinary referral to the EAP include threats of violence in the workplace, sexual harassment, or discriminatory behavior. In the event of a disciplinary referral, human resources or the supervisor will be informed as to whether the employee made and kept an appointment for an EAP evaluation. The content of the evaluation will not be revealed, even though information will be provided as to whether the employee made and kept the appointment with the EAP.
    2. Fit for duty referral to the EAP is also involuntary. Fit for duty referrals are usually made when an employee is displaying workplace behavior that is disruptive to the workplace or having a serious negative effect on work performance and may be related to a mental disorder or substance abuse problem. The fit for duty referral is similar to the disciplinary referral in that human resources or the supervisor will be informed as to whether the employee has made and kept an appointment with the Employee Assistance Program. The main purpose for a fit for duty evaluation is for a professional evaluation to take place to determine if the employee is suffering from a treatable disorder that is resulting in the disruptive behavior or decreased performance on the job.

C. Use of Involuntary Referrals
    1. Any involuntary EAP referrals are for the purpose of determining whether an individual has a problem that is having a negative effect on behavior or performance on the job and whether this problem can be corrected through counseling or more formal health intervention.
    2. Involuntary referrals to the EAP are not to be retaliatory in nature or used as punishment. It is extremely important that supervisors are trained in the proper use of the disciplinary and fit for duty referrals so that abuse of these types of referrals does not occur.
    3. Involuntary referrals are not to be based on rumors, third-party reports, or behavior that occurs away from the job site.
    4. There must be clear documentation of unacceptable behavior or declining job performance that leads to an involuntary referral to the EAP.
    5. Supervisors are not to attempt to diagnose or make treatment recommendations if they believe an employee is having a mental health or substance abuse problem.
    6. A conference must occur between the employee and supervisor prior to any requirement for an involuntary EAP intervention. The MBU has the right to have a representative present for an involuntary EAP referral conference. The supervisor will inform the MBU of the right to have such representation present.
    7. At the initial conference, the supervisor will inform the employee of the behavior(s) observed and the intent to mandate EAP intervention. The supervisor will provide written documentation of the observed behavior(s) prompting the referral. Such documentation shall not be based solely on the testimony of one (1) individual.
    8. Supervisors and union representatives will be trained prior to involuntary referrals being made. Training will emphasize privacy and confidentiality as features of the EAP. The district is responsible for providing annual training in this regard.

D. Compliance with Involuntary EAP Referrals
    1. The employee will comply with EAP assignment.
    2. Refusal will constitute insubordination and will result in discipline, which may include termination of employment.

19.6 Insurance Payments for MBUs on Medical Leave

A. For any payments of insurance premiums under this provision by the Board on behalf of the MBU, the MBU shall submit a doctor's excuse every three (3) months and may be required to submit a second opinion doctor's excuse after six (6) months.

B. The Board will pay for a single plan of health insurance coverage for Professional Service and Continuing Contract MBUs for a maximum period of one year after exhaustive use of all accrued sick leave, sick leave bank and Family Medical Leave Act provisions.

C. The Board will pay for a single plan of health insurance coverage for Annual Contract MBUs for the MBU's contract year after exhaustive use of all accrued sick leave, sick leave bank utilization and Family Medical Leave Act provisions.

D. Annual contract MBUs with less than one year of service in the district will have a single plan of health insurance coverage paid by the Board only for the time the MBU is on Family Medical Leave or paid accrued sick leave. Beyond that time frame, the MBU may choose to pay his/her own health insurance premium to keep coverage current.

19.7 Differentiated Pay

A. K-5 Classroom teachers, ESOL teachers, literacy coaches, math coaches, Title 1 Resource Teachers, specialist teachers, ESE teachers, and Speech Language Pathologists who teach in a Title I school shall receive a Differentiated Pay supplement of $420.00. In the event that an additional school is designated as Title I during the term of this Agreement, the parties will reopen negotiations on Article XIX.7.A.

B. MBU's assigned to a school that has earned a grade of "F" or three consecutive grades of "D" shall receive a supplement of $100. This supplement shall remain in effect for one full year beyond the year in which the school makes improvement.

C. MBU's working in a "Critical Shortage Area" as designated by the Board will receive a supplement of up to $500. The areas receiving this supplement and the amounts to be received will be memorialized annually in a Memorandum of Understanding between the Association and the District.

19.8 Supplemental Pay Schedule

A. If installment payments are selected in lieu of a lump-sum payment, the first installment shall be paid on the final regular paycheck in October.

B. All lump-sum payments will be paid as chosen on the supplement form.

ARTICLE 20 Term of Agreement and Signatures

Article 20. TERM OF AGREEMENT AND SIGNATURES

A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary consent of the parties in written and signed amendment to this agreement, which must comply with all applicable State and Federal laws.

B. During the term of this Agreement, each party reserves the right to reopen negotiations annually on Appendix A1 Salary Schedule, Article 4 Teacher Evaluation, and Appendix B Health Insurance. Unless expressly provided elsewhere in this Agreement, no other reopener negotiations shall occur during the term of this Agreement except by mutual agreement of the parties. All Memoranda of Understanding language between IRCEA and SDIRC shall be written into the contract.

C. The life of this contract shall be one year, commencing on July 1, 2026.

D. Should any provision(s) of this agreement be declared illegal by a court of competent jurisdiction, or be in conflict with state or federal legislation, said provision shall be automatically modified by mutual agreement of the parties to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of this agreement, if not affected by the modified provisions.

Ms. Jennifer Freeland, IRCEA — Date: Aug. 24, 2026

Mr. Christopher Cummings, SDIRC Assistant Superintendent — Date: Aug 24, 2026

BOARD APPROVAL:

Mrs. Teri L. Barenborg, SDIRC School Board Chair — Date: Aug 24, 2026

Dr. David K. Moore, Superintendent — Date: 8/24/26

APPENDICES

APPENDIX A1. SALARY SCHEDULE

SALARY

A. Effective July 1, 2026, eligible members of the bargaining unit hired on or before June 30, 2026, shall receive an experience-based salary adjustment based on their verified years of teaching experience as follows:

1. Less than ten (10) years of teaching experience: An eligible employee with fewer than ten (10) verified years of teaching experience shall receive a salary adjustment of one thousand three hundred twenty-five dollars ($1325.00). The adjustment shall be added to the employee's base salary and shall become a continuing part of the employee's salary.
2. Ten (10) or more years of teaching experience: An eligible employee with (10) or more verified years of teaching experience shall receive a salary adjustment of two thousand three hundred fifty dollars ($2,350.00). The adjustment shall be added to the employee's base salary and shall become a continuing part of the employee's salary.

CATEGORY	AMOUNT	FUNDING
Less than ten (10) years of experience	$1325.00*	District
Ten (10) or more years of teaching experience in Florida (non-classroom or non-FEFP)	$2350.00*	District
Ten (10) or more years of classroom teaching experience in Florida funded through FEFP	$2350.00*	TSIA

B. For purposes of this provision, years of teaching experience shall be determined in accordance with Article 19.1 and Appendix A1 of this Agreement. All verified years of teaching experience recognized by the District for salary placement purposes shall be included in determining the applicable salary adjustment.

C. The salary adjustments provided in this section shall be incorporated into the employee's base salary and shall be included in the employee's regular salary for Florida Retirement System purposes, subject to applicable law and Florida Retirement System requirements.

*The parties agree that the figures reflect the current proposal model and shall be reconciled against final District payroll, eligibility, and benefits data prior to final implementation.

APPENDIX A2. INITIAL PLACEMENT SCHEDULE AND ADVANCED DEGREE SUPPLEMENTS

PLACEMENT SCHEDULE

It is recognized by IRCEA and SDIRC that there are many factors which comprise any individual teacher's salary, including evaluation ratings, performance pay, status as PSC or annual, past state incentives added to base pay (e.g., Best and Brightest), compensation bargained year to year, and years of experience. Hence, cells/steps are no longer useable to calculate individual salary. The District will provide tools to aid teachers in determining their current and/or future potential gross salary; and provide aids to assist teachers with pay stub codes.

The placement schedule is used ONLY for initial salary placement. The initial placement schedule for the 2023-2024 academic year is agreed upon as the following:

Experience	Amount
0-4	$48,583
5	$49,000
6	$49,300
7	$49,600
8	$49,900
9	$51,000
10	$51,300
11	$51,600
12	$51,900
13	$52,000
14	$52,300
15	$52,600
16	$52,900
17	$53,000
18	$53,300
19	$53,600
20	$53,900
21	$54,000
22	$54,300
23	$54,600
24	$54,900
25	$55,000
26	$55,300
27	$55,600
28	$55,900
29+	$56,000

ADVANCED DEGREE SUPPLEMENTDEGREE

	DEGREE	
MASTERS	SPECIALIST	DOCTORATE
$2,953	$3,909	$4,874

All Instructional Staff hired on or after July 1, 2011, will receive an Advanced Degree Supplement only if the degree is held in the individual's area of certification. This will only be a Salary Supplement and is not considered part of base pay.

APPENDIX A3. ATHLETIC AND CLUB SUPPLEMENTS

Supplements will be adopted as listed below in chart. Any adjustments needed prior to yearly contract negotiations will be discussed in a Labor Management Meeting between IRCEA and SDIRC. Any adjustments would be effective pending Superintendent approval.

Supplements for any Accelerated Academic Program (including but not limited to: AP- Advanced Placement, IB- International Baccalaureate) will be paid through funds generated by the program in compliance with legislative and board policy.

The supplement appointment/agreement form will be signed prior to engagement in activity (ies).

Instructional and Academic Club Supplements

Hourly Rates of Pay

Curriculum Rate (per Article XIX.3G)	$25.00 per hour (or prorated fraction thereof)
Extended Day Program (per Article XIX.3H)	$13.00 per hour (or prorated fraction thereof)
Paid Duties*	$8.24 per hour (or prorated fraction thereof)

*Paid Duties- Hall, ground, bus, cafeteria, detention, car pick-up, and any other same type of duty.

High School and Middle School Department Chairs must have at least three teachers in the department where the Department Chair is not counted as a teacher in computing the supplements. No release periods or extra planning periods are to be offered as consideration for accepting Department Chair responsibilities. The Guidance Department is a part of this plan. AFJ and NJROTC is a Department Chair at .33 of the base Department Chair supplement.

Grade Level Chair – Elementary – will be designated and compensated when there are two (2) or more sections or classes at each grade level, or where consecutive grade levels may be combined for administrative expediency. The Grade Level Chair will not count in computing the supplement.

High School and Middle School Team Leaders. A high school team is composed of 3 to 10 teachers; middle school teams are 3 to 8 teachers. Supplements are paid for consideration of time spent beyond classroom assignments. The Team Leader shall not be counted as part of the team in computing the supplements.

High School academic club supplements will be paid at the stated supplement rate until proof of participation in sub-district, district, regional, and state contests (or all that are applicable) has been submitted in writing to the District Payroll office by the teacher, an additional supplement will be paid to the MBU (teacher at the same rate. National Academic Competition beyond the school year shall receive a lump sum payment of $773 with the first supplement payment. The (MBU) teacher must submit the national competition information to payroll in writing.

*Middle School Administrators can opt to use the Supplement Common Board as an outline to define the planned activities, goals, and objective of each club or organization. See Attached.

**The “Activity Club Sponsor” would be any MBU position that is primarily working with students. (Example: Garden Club). The “School Coordinator” would be any MBU position that is primarily working with staff members (Example: School Math Coordinator). This supplement will be divided into two levels based on responsibilities and time required. The school principal and MBU must meet at the beginning of each school year, and, by mutual consent, agree upon the objectives, activities, resources, hours, and expectations (see Supplement Common Board).

The position would have two scales:

Level 1 – basic supplement $483 (increase from $383), and
Level 2 – double supplement $866 (new position)

The principal will have the discretion to determine the combination of Level 1 or Level 2 positions, depending upon school need. (i.e., The overall funding for each school remains constant while the combination of Level 1 or Level 2 positions will vary). The value of these funds will be approximately $3,267 from the elimination of other supplements.

SUPPLEMENTS		
HIGH SCHOOL ATHLETICS	**PRIOR**	**CURRENT**
Baseball Assistant Coach	$1,801	$2,050
Baseball Head Coach	$3,003	$3,500
Basketball Assistant Coach	$1,801	$2,050
Basketball Head Coach	$4,733	$5,450
Bowling Head Coach	$1,801	$2,050
Cheerleading Assistant Coach	$1,099	$1,250
Cheerleading Competition Coach	$1,801	$2,050
Cheerleading Head Coach	$1,801	$2,050
Cross Country Head Coach	$1,801	$2,050
Esports Assistant Coach	NEW	$1,700
Esports Head Coach (per season)	NEW	$2,050
Flag Football Head Coach	NEW	$2,050
Football Assistant Coach	$3,003	$3,500
Football Assistant Freshman Coach	$2,041	$2,350
Football Head Coach	$5,957	$6,850
Golf Assistant Coach	$1,099	$1,250
Golf Head Coach	$1,801	$2,050
Lacrosse Assistant Coach	$1,801	$2,050
Lacrosse Head Coach	$3,003	$3,500
Soccer Assistant Coach	$1,801	$2,050
Soccer Head Coach	$3,003	$3,500
Softball Assistant Coach	$1,801	$2,050
Softball Head Coach	$3,003	$3,500
Swimming Assistant Coach	$1,099	$1,250
Swimming Head Coach	$1,801	$2,050
Tennis Head Coach	$1,801	$2,050
Track Assistant Coach	$1,801	$2,050
Track Head Coach	$3,003	$3,500
Volleyball Assistant Coach	$1,801	$2,050
Volleyball Head Coach	$3,003	$3,500
Weightlifting Head Coach	$1,801	$2,050
Wrestling Assistant Coach	$1,801	$2,050
Wrestling Head Coach	$3,003	$3,500
OTHER SUPPLEMENTS HIGH SCHOOL	**PRIOR**	**CURRENT**
Air Force ROTC High School	$544	$650
Band Director Assistant	$1,485	$1,700
Band Technician	$1,099	$1,250
Career & Tech Clubs (CTSO) ex. DCT, DECA, FBLA, HOSA	$918	$1,050
Chorus Director	$3,470	$4,000

Class Advisor Freshman and Sophomore	$318	$400
Class Advisor Junior and Senior	$812	$950
Concert Band, Jazz/Pep Band, Solo/Ensemble Band	$348	$400
Coordinator of Culinary Arts Program	$2,001	$2,300
Coordinator of Incentive Program	$967	$1,100
Debate Team Sponsor	$1,625	$1,900
Drill Team Sponsor	$318	$400
K-12 Various Clubs and Activities	$435	$500
Marching Band	$4,047	$4,650
Master Minds Assistant Coach	$907	$1,050
Master Minds Head Coach, Math Competition Coach	$2,041	$2,350
Multi-Cultural Achievement Coordinator (1 per school)	$500	$600
Navy ROTC High School	$544	$650
Newsletter Editor	$578	$650
Onboarding Specialist	NEW	$1,600
Orchestra Strings	$1,350	$1,550
Percussion Director	$1,801	$2,050
School Advisory Council (SAC) Chair	$809	$950
School Play Director (Fall & Spring)	$578	$650
Student Council Sponsor	$812	$950
Yearbook Sponsor	$1,620	$1,850
MIDDLE SCHOOL ATHLETICS	**PRIOR**	**CURRENT**
Athletic Director	$3,003	$3,500
Baseball Head Coach	NEW	$1,600
Basketball Head Coach	$1,646	$1,900
Cheerleading Assistant Coach (1 each semester)	$348	$400
Cheerleading Head Coach	$1,402	$1,600
Cross Country Head Coach	NEW	$1,600
Flag Football Head Coach	NEW	$1,600
Lacrosse Head Coach	NEW	$1,600
Soccer Head Coach	$1,402	$1,600
Softball Head Coach	NEW	$1,600
Volleyball Head Coach	$1,402	$1,600
OTHER SUPPLEMENTS MIDDLE SCHOOL	**PRIOR**	**CURRENT**
African American Student Council Sponsor	$556	$650
Band Director	$1,801	$2,050
Chorus Director	$1,300	$1,500
Concert Clinician	$544	$650
K-12 Various Clubs and Activities	$435	$500
Math Competition Coach	$754	$900
Multi-Cultural Achievement Coordinator	$500	$600
Onboarding Specialist	NEW	$1,600

Orchestra Strings	$1,330	$1,550
School Advisory Council (SAC) Chair	$809	$950
Student Council Sponsor	$556	$650
Yearbook Sponsor	$1,367	$1,550
ELEMENTARY SCHOOL SUPPLEMENTS	**PRIOR**	**CURRENT**
After School Science Resource Coordinator	$1,005	$1,150
Elementary Track Coach	NEW	$400
K-12 Various Clubs and Activities	$435	$500
Multi-Cultural Achievement Coordinator	$500	$600
Music Coordinator	$665	$800
Onboarding Specialist	NEW	$1,600
School Advisory Council (SAC) Chair	$809	$950
DISTRICTWIDE SUPPLEMENTS	**PRIOR**	**CURRENT**
Art Activities Coordinator	$1,223	$1,400
Band Coordinator	$4,047	$4,650
Elementary Track Meet Coordinator	NEW	$650
Music Fest Coordinator	$578	$650
Science Fair Coordinator	$2,041	$2,350
DEPARTMENT CHAIR- MIDDLE AND HIGH SCHOOL		
14 or more teachers	$4,700	
10-13 teachers	$3,500	
6-9 teachers	$2,400	
3-5 teachers	$1,300	
TEAM LEADER- MIDDLE AND HIGH SCHOOL		
7 or more teachers	$2,000	
5-6 teachers	$1,500	
3-4 teachers	$1,100	
GRADE LEVEL CHAIR- ELEMENTARY SCHOOL		
6 or more teachers	$1,800	
5 teachers	$1,600	
4 teachers	$1,500	
2-3 teachers	$1,300	

APPENDIX A4. EXTENDED CONTRACT SUPPLEMENT

Supplements Based Upon Individual Teacher Base Rates:	Per School	# of Schools	Estimated Total	Percent of Base Pay	Plus Additional Paid Days
Agriculture Teacher - High School 12 months (250 days)	1	2	2		0
Band - Director - High School- 12 months (250 days)	1	2	2		0
Director - Middle School - 11 months - (216 days)	1	4	4		0
Assistant - High School - 11 months - (216 days)	1	2	2		0
District Blueprint for Career Prep Coordinator (216 days)	1	2	2		0
Guidance Counselor - Middle and High School - (Extended Day and Year)	2	4	8		
Assigned to work 11 months (216 day)			varies		0
Occupational Specialist					
Assigned to work 11 months (216 day)			varies		0
Speech and Language Pathologist (206 days)			varies	15%	10
Visiting Teacher/ Attendance Specialist					
Assigned to work 11 months (216 day)			varies		0

Flat Rate Supplements	Per School	# of Schools	Estimated Total	Flat Rate Of Pay
Media/ Library District Department Head	0	0	2	$ 2,000
National Board Teacher Program Coordinator (NBT) - District	0	0	2	$ 2,000

Other Extended Contracts

11 Month Teacher Contract (other than listed above)

Assigned to work eleven months (216 days) shall be paid the daily rate of their ten-month contractual salary. Supplement and degree amounts shall not be considered part of the salary for this calculation.

12 Month Teacher Contract (other than listed above)

Assigned to work twelve months (250 days) shall be paid the daily rate of their ten-month contractual salary. Supplement and degree amounts shall not be considered part of the salary for this calculation.

Extended Contract Year – Not otherwise listed

Requested to work more than ten (10) months, but less than eleven (11) months shall be paid a daily rate based on the ten (10) months contractual salary. Supplement amounts shall not be considered part of the Salary for this calculation.

Summer School

Employed in summer school program of instruction involving students for which funds are earned under the FEFP will be paid from the regular salary schedule based on their certification rank and experience pro-rated if less than a regular school day.

APPENDIX A5. CLUB/ORGANIZATION NAME

Planning

CLUB/ORGANIZATION DESCRIPTION:

CLUB/ORGANIZATION GOAL & OBJECTIVE(S):

ACTIVITIES BASED ON THE GOAL & OBJECTIVE(S):

PLANNED YEARLY ACTIVITIES:

RESOURCES NEEDED:

HOW DOES YOUR CLUB/ORGANIZATION SUPPORT THE SCHOOLS MISSION(S):

CLUB/ORGANIZATION NAME

Completed

CLUB/ORGANIZATION DESCRIPTION:

(REVISE IF NECESSARY)

CLUB/ORGANIZATION GOAL & OBJECTIVE(S):

(REVISE IF NECESSARY)

COMPLETED ACTIVITIES BASED ON THE GOAL & OBJECTIVE(S):

COMPLETED ACTIVITIES:

RESOURCES USED:

HOW DID YOUR CLUB/ORGANIZATION SUPPORT THE SCHOOLS MISSION(S):

APPENDIX B. HEALTH INSURANCE

Health Insurance:
The table represents the Total Premium cost, Board contribution, and Employee contribution for the PLAN beginning October 1, 2026, through September 30, 2027.

Health Insurance Premiums for Plan Year October 1st, 2026 - September 30th, 2027									
10/01/25 - 9/30/26 Plan Year					10/01/26 - 9/30/27 Plan Year				
Current Plan Tiers	Members Per Plan	Total Plan Cost	Employee Contribution	Employer Contribution	New Plan Tiers	Total Plan Cost	Employee Contribution	Employee Contribution Change	Employer Contribution
	# Enrolled	Monthly Rates	Monthly Contribution	Monthly Contribution	# Enrolled	Monthly Rates	Monthly Contribution	Monthly $ Change	Monthly Contribution
Medical									
5770					5770 to New Plan (5776)				
Employee Only	199	$1,195.00	$310.00	$885.00	199	$1,187.46	$302.46	-$7.54	$885.00
Employee & Spouse	64	$1,925.00	$1,040.00	$885.00	64	$2,123.67	$1,238.67	$198.67	$885.00
Employee & Child(ren)	15	$1,889.00	$1,004.00	$885.00	15	$1,990.87	$1,105.87	$101.87	$885.00
Employee & Family	83	$2,140.00	$1,255.00	$885.00	83	$2,334.03	$1,449.03	$194.03	$885.00
5772					5772 to New Plan (5776)				
Employee Only	238	$1,053.00	$168.00	$885.00	238	$1,187.46	$302.46	$134.46	$885.00
Employee & Spouse	38	$1,691.00	$806.00	$885.00	38	$2,123.67	$1,238.67	$432.67	$885.00
Employee & Child(ren)	30	$1,659.00	$774.00	$885.00	30	$1,990.87	$1,105.87	$331.87	$885.00
Employee & Family	95	$1,877.00	$992.00	$885.00	95	$2,334.03	$1,449.03	$457.03	$885.00
5774					5774 to New Plan (5778)				
Employee Only	535	$925.00	$40.00	$885.00	535	$975.00	$90.00	$50.00	$885.00
Employee & Spouse	51	$1,488.00	$603.00	$885.00	51	$1,668.90	$783.90	$180.90	$885.00
Employee & Child(ren)	59	$1,463.00	$578.00	$885.00	59	$1,636.40	$751.40	$173.40	$885.00
Employee & Family	108	$1,654.00	$769.00	$885.00	108	$1,884.70	$999.70	$230.70	$885.00

APPENDIX C. IRCEA APPLICATION



APPENDIX D. GRIEVANCE FORM (for illustrative purposes)

LEVEL I GRIEVANCE FORM — APPENDIX D

GRIEVANT INFORMATION	
EMPLOYEE NAME	**DATE FORM SUBMITTED**
NAME OF DESIGNATED REPRESENTATIVE	**DATE OF ALLEGED VIOLATION (INCIDENT)**
DATE OF KNOWLEDGE OF ALLEGED VIOLATION (INCIDENT)	**PLACE**
TIME OF ALLEGED VIOLATION	**EMPLOYEE'S HOME PHONE**
EMPLOYEE'S SCHOOL (WORKSITE)	**JOB TITLE**

☐	Check if you decided not to present this grievance to your immediate supervisor because (check one):
☐	Discrimination or Retaliation by Immediate Supervisor
☐	Grieving action by someone other than Immediate Supervisor and request to skip Level I

DETAILS OF EVENT LEADING TO GRIEVANCE
DATE, TIME, AND LOCATION OF EVENT
WITNESSES if applicable
ACCOUNT OF EVENT use attachments if necessary
Provide a detailed account of the occurrence. Include the names of any additional persons involved.
VIOLATIONS use attachments if necessary

Provide a list of any policies, procedures, or guidelines you believe have been violated in the event described.

PROPOSED SOLUTION use attachments if necessary

Please retain a copy of this form for your own records. As the grievant, your signature below indicates that the information you've provided on this form is truthful.

SIGNATURES

GRIEVANT NAME	GRIEVANT SIGNATURE	DATE

RECEIVER NAME	RECEIVER SIGNATURE	DATE

DECISION OF LEVEL I MANAGEMENT REPRESENTATIVE:

LEVEL I MANAGEMENT REPRESENTATIVE NAME	DATE RECEIVED
LEVEL I MANAGEMENT REPRESENTATIVE PHONE with EXT.	**LEVEL I MANAGEMENT REPRESENTATIVE EMAIL ADDRESS**
RESPONSE use attachments if necessary	

LEVEL I MANAGEMENT REPRESENTATIVE SIGNATURE	DATE

RESOLUTION LEVEL I – GRIEVANT	
GRIEVANT NAME	**DATE RECEIVED**
GRIEVANT COMMENTS OPTIONAL use attachments if necessary	

	GRIEVANT RESPONSE (check one):
	I conclude my grievance and consider the issue resolved.
	I advance my grievance to Level II.

GRIEVANT SIGNATURE	DATE

DECISION OF LEVEL II MANAGEMENT REPRESENTATIVE:	
LEVEL II MANAGEMENT REPRESENTATIVE NAME	**DATE RECEIVED**
LEVEL II MANAGEMENT REPRESENTATIVE PHONE with EXT.	**LEVEL II MANAGEMENT REPRESENT EMAIL ADDRESS**
RESPONSE use attachments if necessary	

LEVEL II MANAGEMENT REPRESENTATIVE SIGNATURE	DATE

RESOLUTION LEVEL II – GRIEVANT	
GRIEVANT NAME	**DATE RECEIVED**
GRIEVANT COMMENTS OPTIONAL use attachments if necessary	

	GRIEVANT RESPONSE (check one):
	I conclude my grievance and consider the issue resolved.
	I advance my grievance to Level III.

GRIEVANT SIGNATURE	DATE

RESOLUTION LEVEL III – SUPERINTENDENT OR DESIGNEE:	
LEVEL III SUPERINTENDENT OR DESIGNEE NAME	**DATE RECEIVED**
LEVEL III SUPERINTENDENT OR DESIGNEE PHONE with EXT.	**LEVEL III SUPERINTENDENT EMAIL**
RESPONSE use attachments if necessary	

LEVEL III SUPERINTENDENT OR DESIGNEE SIGNATURE	DATE

RESOLUTION LEVEL III – GRIEVANT	
GRIEVANT NAME	**DATE RECEIVED**
GRIEVANT COMMENTS OPTIONAL use attachments if necessary	

	GRIEVANT RESPONSE (check one):
	I conclude my grievance and consider the issue resolved.
	I advance my grievance to arbitration

GRIEVANT SIGNATURE (Signature indicates only receipt of decision)	DATE

APPENDIX E. COMMITTEE LIST

The parties agree to update and make any corrections to Committee List as necessitated by changes in current contract language or article numbers.

Committee, Article #	Members	Function
Administrator Survey Evaluation Committee, Article X.6.A	4 MBUs + 4 administrators – IRCEA President names MBU reps	Develop instrument for teachers to provide feedback on administrator performance.
Association Negotiating Committee, Article XVIII.1.B	IRCEA Executive Board	Meets twice each semester with representatives of the School Board to review contract agreement
Budget Committee, Article X.8.1	Association shall appoint representation	Review possible savings.
Calendar Committee, Article X.2	Association Representatives	Recommends calendar
District Wide Safety Committee, Article III.4.A	Consistent with Board's adopted plan – IRCEA will appoint 1 member	The development of a comprehensive program of Safety and Sanitation.
Faculty Council, Article XIX	1 council per school with minimum of 5 members (10% of school instructional personnel)	Advisory – meet monthly to discuss items of concern.
Health and Insurance Committee, Article X.12.	4 MBUs appointed by IRCEA	Meet monthly to discuss issues related to health insurance, any changes to current plan/policy will be negotiated.
Sick Leave Bank Committee, Article XV.3.B.	2 MBUs appointed by IRCEA, 2 appointed by Superintendent and 1 jointly appointed	Approval of requests for leave, investigate alleged abuses.
System-Wide Instructional Council, Article XII	1 rep per school + 5 administrators	Advise Superintendent on matters to improve instructional program.
Textbook Committees, Article IX		Involve members in the revision of courses of study and selection of textbooks.

APPENDIX F. FMLA AND WORKERS COMPENSATION GUIDELINES AND PROCEDURES

THE FOLLOWING TWO ITEMS ARE FOR INFORMATIONAL PURPOSES ONLY AND DO NOT CONSTITUTE BARGAINED LANGUAGE.

(1) THE FAMILY AND MEDICAL ACT (FMLA) OF 1993

A basic description of coverage, eligibility, entitlement, maintenance of health benefits and job restoration is contained under Article XIV.3.A. The following are points of clarification pertaining to the Act:

- Spouses employed by the District are jointly entitled to a **combined** total of 12 workweeks of family leave.
- Leave for birth and care, or placement for adoption or foster care must conclude within 12 months of the birth or placement.
- Employees may take FMLA leave intermittently – which means taking leave in blocks of time. This may occur under two conditions: leave is for birth or placement of a child for adoption or foster care or leave is for the "serious health condition" of the employee or the employee's spouse, child, or parent.
- Employees **or** the District may choose to use accrued **paid** leave (such as sick or vacation leave) to cover some or all of FMLA leave. Any used accrued **paid** leave will be applied to the FMLA leave.
- Upon return from FMLA leave, an employee will be restored to his/her original position, based on certification, or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment, however, it is the employee's responsibility to notify the benefits office of his or her return in order to re-enroll for any benefits that lapse during the FMLA leave.
- An employee's use of FMLA leave cannot result in the loss of any benefit that the employee earned or was entitled to **before** using FMLA leave, nor be counted against the employee.
- Employees seeking to use FMLA are required to provide, in writing, a 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable. The request to use FMLA should be submitted to the Human Resource Department accompanied by medical certification, from a physician, verifying that the leave is necessary.

Specific questions pertaining to FMLA should be directed to the Human Resource Department and/or refer to School Board Policy.

(2) WORKERS' COMPENSATION PROCEDURES

The District provides workers' compensation coverage through **South Central Educational Risk Management Program, administered through Employers Mutual (EMI), Inc.** We collectively are committed to promoting a safe and healthy work environment. Work related illnesses, as well as accidents do occur. In those cases, the **following basic procedures should be followed:**

- Report **any work-related injury or illness**, regardless of how minor, to the appropriate manager or supervisor.
- **Complete the First Report of Injury or Illness form.**
- For non-emergency treatment, employees are to be seen at **Urgent Care West.** If the injury is an emergency, care should be immediately sought at either **Indian River Medical Center or Sebastian River Medical Center.**
- It is the responsibility of the employee to forward all paperwork from treating physician to Risk Management immediately. This ensures the timely scheduling of all referral appointments and light/modified duty assignments.
- Employees **must use Managed Care Network providers** for treatment and fully cooperate with treatment protocol. All appointments **must** be kept.
- An employee may obtain a **second opinion** or may request a new primary care physician from within the Managed Care Network once per injury.
- Employee must return to work (modified or regular duty) as soon as able as determined by their physician.
- **Modified (light) duty, if available, is assigned through Employee Benefits and is not allowed to occur at the work site of the employee. Extenuating circumstances may necessitate modifications to be made by the Director of Risk Management.**
- No compensation will be allowed for the first 7 days of the disability, except for medical services provided. After the initial 7 days of the disability and determination has been made that the injury qualifies under workers' compensation, the employee will be compensated for the first 5 days.
- Workers' compensation coverage will also replace part of the employee's lost wages if out of work for a certain length of time due to a work-related illness or injury.
- By law, an employee cannot lose his/her position for filing or attempting to file a workers' compensation claim. However, the law does not require an employer to hold a position until an employee is able to return to work.
- A formal **Grievance Process** is available to the employee.

It is the intent of the Legislature that the Workers' Compensation Law be interpreted so as to assure the quick and efficient delivery of disability and medical benefits to an injured employee and to facilitate the employee's return to work. The District has a user friendly and efficient workers' compensation process. **Specific questions regarding workers' compensation should be directed to the Risk Management Office.**

APPENDIX G. EMERGENCY CARE PLAN NOTIFICATION COVER LETTER

School District of Indian River County

Emergency Care Plan Notification Cover Letter – Faculty

******ASSISTING WITH HEALTH CARE RELATED SERVICES TO STUDENTS IS VOLUNTARY******

If you are willing to assist with health-related services for _____; please review the Emergency Care Plan, sign below and return to the Health Assistant. Otherwise, please return the Emergency Care Plan and the unsigned cover-letter to the Health Assistant.

This is confidential information and must be kept in a place where others are not able to read it. Anything in it may not be shared by you to others without direction from the Health Assistant or permission from the parent.

Substitutes may need to know some of this information to care for students with a medical condition. It is best to tell substitutes generic information and keep it as simple as possible. Please let them know if a child is allowed to leave the classroom at his/her discretion without permission so that there will not be any delay in care for this student.

As with all Emergency Care Plans, please know your role in caring for the student before the student will need your assistance.

Again, this is confidential information, and it must only be shared on an as-needed basis to care for the student listed above. These Emergency Care Plans should be returned to the Health Assistant at the end of the school year. Please ask the Health Assistant or Coordinator of Health Services any questions you may have concerning this emergency care plan.

Sincerely,

_____ I understand the attached Emergency Care Plan for _____(student's name) _____ and my role in caring for this child. If I have further questions, I will talk with the Health Assistant on campus.

_____ I understand the attached Emergency Care Plan for _____(student's name)_____, but I would like some questions answered and/or go over the protocols stated on the Emergency Care Plan and what my role is.

_____ _____ _____

Teacher Signature Phone Extension Date

Sign after training has occurred (within ten (10) working days).

_____ _____ _____

Teacher Signature Phone Extension Date

F.S. 1006.062(2) There shall be no liability for civil damages as a result of the administration of the medication when the person administering the medication acts as an ordinarily reasonably prudent person who would have acted under the same or similar circumstances.

APPENDIX H. MEMORANDUMS AND AGREEMENTS

Memorandum of Understanding

between

Indian River County Education Association (IRCEA)

and School District of Indian River County

regarding

Care Here – SDIRC – Employee Wellness Center – No-Show Policy

WHEREAS, the School District of Indian River County is Self-Insured,

WHEREAS, the School Districts Employee Benefits Department is charged with monitoring and ensuring that Care Here Wellness Center is run in an efficient manner, providing maximum value and service while keeping costs affordable,

WHEREAS, as part of the process, "No Shows" are routinely monitored at our Care Here Wellness Center,

WHEREAS, the clinic is currently at 93.8% capacity, every appointment that is not utilized is preventing another patient from receiving important medical attention,

WHEREAS, for every appointment missed, it costs the Medical Insurance Plan $100, which is a factor used when calculating our annual medical premiums,

WHEREAS, it is imperative that if employees and/or their dependents on the insurance plan cancel their appointment in a timely manner if they are unable to make the appointment for any reason,

WHEREAS, to reduce the number of "No Shows" at the Wellness Center, and employee or dependent can miss three appointments (on separate dates, per plan year), without cancelling without being charged a fee of $25.00.

THEREFORE, the parties agree to implement a "No Show" fee of $25.00 through a payroll deduction once an employee and/or dependent miss more than three appointments (on separate dates, per plan year) without cancellation. Any and all missed appointments beyond the three appointments without cancellation will be charged a $25.00 fee for the remainder of that calendar year.

This MOU shall be in full force and effect as the status quo contract until such time as the parties negotiate and have ratified/approved replacement language.

For the Union

3/9/2020

Date

For the District

3/9/20

Date

APPENDIX H1. OTHER MOUs WITHIN CONTRACT PERIOD (Inactive)

IRCEA Proposal
2021-2022

Memorandum of Understanding
Between
District of Indian River County and
Indian River County Education Association Bargaining
Updated November 15, 2021

The following is a Memoranda of Understanding (MOU) between the School District of Indian River Schools (SDIRC) and the Indian River County Education Association (IRCEA)/Inclusive for the 2021-2022 school year. Both parties agree to implement this agreement as of November 15, 2021.

COVID-19 continues to be a health concern in our community. Both parties recognize the need to continue to make decisions to effectively balance operational needs and the health and safety needs of the Members of the Bargaining Unite (MBU) and students.

Both parties agree to the following:

1. **Leave and Quarantine Provisions:**

   A. MBU will be granted paid "Covid Leave" for all incidents in which the MBU tests positive for COVID-19 and/or is asked to quarantine. Paid "Covid Leave" will be granted up to 10 days even if the end date is after this MOU expiration date.

   B. MBU will be notified upon a negative result of days being charged to MBU's sick time.

   C. MBU's must follow the established Staff Notification process, and testing will be done at a Human Resources directed test site(s).

2. **Safe Environments:**

   A. The SDIRC will ensure that each worksite has adequate cleaning supplies, including disinfecting materials and hand sanitizer unless there is a supply chain shortage the terminates the district's ability to replenish supplies. In the event of a supply chain shortage the district will take reasonable and appropriate measures to ensure the safety of employees and students.

   B. MBUs are not required to clean or sanitize classrooms or common areas; however, these supplies will be readily available for their use if they desire to use them.

   C. When social distancing cannot be adhered to, it is required that staff, visitors, and vendors wear a face covering that is consistent with SDIRC Safe at School Plan.
      i. Employees may provide and use their own personal face coverings.
      ii. When an MBU does not have a mask SDIRC will provide the MBU a mask.

   D. In no event will SDIRC or any of its representatives require MBU to be vaccinated for COVID-19, including any of its variants. Unless prescribed by law.

E. All district protocols, trainings, and cleaning will be found in the Safe at School Plan from the main page of the SDIRC website.

F. MBU's will be able to anonymously report repeated and/or unresolved potentially dangerous conditions as it applies to the District Safe at School Plan.

G. Administrators will make every effort to schedule face-to-face staff meetings or professional development in spaces that provide 6 ft. social distancing and/or will accompany all meetings of more than 15 people with a Teams invite, no MBU will be penalized for choosing said Teams meeting.

This MOU will expire when all other SDIRC's Covid protocols Safe at School/Tier Mitigation are discontinued. At such time that SDIRC reinstates these or new protocols this MOU will restart. However, SDIRC and IRCEA agree to come back to negotiate impacts.

Michelle Olk
Chief Negotiator, SDIRC

11-15-2021
Date

Jennifer Freeland
President, IRCEA

11/15/21
Date

INSTRUCTIONAL EVALUATIONS
MEMORANDUM OF AGREEMENT
BETWEEN
INDIAN RIVER COUNTY SCHOOL DISTRICT
AND
THE INDIAN RIVER COUNTY EDUCATION ASSOCIATION

The School District of Indian River County ("District") and the Indian River County Education Association ("Union") hereby confirm the following agreements, related to the unprecedented novel coronavirus (COVID-19) pandemic:

1. The Teacher Evaluation Protocol (TEP) Committee will reconstruct the TEP Manual using a modified form of the new Marzano to create a new evaluation system. During this time the evaluations for the 2020-2021 school year will be considered a training exercise, therefore will not be counted toward summative scores unless mutually agreed upon by evaluator and MBU.
2. All probationary contract MBUs being re-appointed for the 2021-2022 school year shall receive at least an effective rating on their 2020-2021 summative score. The score could be based upon the observations done during the training exercise in 2020-2021.
3. All returning MBUs that had an evaluation rating for 2019-2020 shall receive a rating that is no lower than their 2019-2020 rating. Scores may be adjusted if:
    a. The training exercise score rates higher than the 2019-2020 score and is mutually agreed upon by the MBU and evaluator; or
    b. The MBU received documented discipline in the 2020-2021 school year and observations in the training exercise provide a score less than the evaluation rating for 2019-2020. That score will be subject to grievance elevated to Level 2.
4. Returning MBUs who did not receive an evaluation score for the 2019-2020 school year can mutually agree to use the training exercise score. If a mutual agreement cannot be reached, the MBU will not receive a score.

This agreement shall be effective for summative evaluations for the 2020-2021 school year. All other provisions of the collective bargaining agreement remain in full effect.

Dated this 27 of July 2020

School District

Union

INDIAN RIVER COUNTY EDUCATION ASSOCIATION (IRCEA)

and

School District of Indian River County (SDIRC)

Memorandum of Understanding

Hardship Provision (Operational Innovation Initiative)

This provision is intended to provide equitable consideration for an MBU who experiences significant personal or professional hardship as a result of the combining, consolidation, or reorganization of school sites within the District occurring during the 2026-2027 school year.

Definition of Hardship

A hardship shall be defined as an extraordinary circumstance that creates a substantial and verifiable difficulty for an employee resulting from reassignment or relocation due to school consolidation and/or relocation. Examples include, but are not limited to:

- Documented medical conditions of the employee or an immediate family member;
- Significant increase in commuting distance or time;
- Childcare, eldercare, or family responsibilities that would be severely impacted;
- Other comparable personal circumstances deemed valid by the District and Association.

Review Process

1. A Joint Hardship Review Committee, composed of an equal number of representatives appointed by the District and the Association, shall review hardship requests.
2. The committee shall meet promptly and make a recommendation to the Superintendent or designee within ten (10) working days.
3. The District shall not deny a hardship request arbitrarily or capriciously.

Request for Hardship Consideration

1. An affected MBU will receive the language of this MOU and may submit a written request for hardship consideration within ten (10) working days of formal notification of reassignment or relocation and receipt of this language.
2. Requests shall include relevant documentation supporting the claim of hardship.
3. The request shall be submitted to the Joint Hardship Review Committee.

Possible Accommodations

Upon approval of a hardship request, the District may provide one or more of the following accommodations, as appropriate and feasible:

- Reassignment to another available position for which MBU is qualified;
- Temporary placement pending a permanent vacancy;

- Other reasonable accommodations mutually agreed upon by the MBU and Administration.

Non-Precedent Setting

The granting or denial of a hardship request under this provision shall not establish a past practice or precedent for future consolidations or reorganizations.

If the School District implements any future consolidations or school reorganizations (currently called Operational Innovation Initiative), the District and the Association agree to negotiate or re-establish this Memorandum of Understanding.

Beth Crisafulli
Chief Negotiator, SDIRC

2/10/2026
Date

Jennifer Freeland
President, IRCEA

Feb 10, 2026
Date