The School Board of Holmes County
701 E. Pennsylvania Avenue
Bonifay, FL 32425

MASTER CONTRACT

2018-2021

Between

THE HOLMES COUNTY
SCHOOL BOARD

And

THE HOLMES COUNTY TEACHERS ASSOCIATION

Amended November 3, 2020

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PREAMBLE

The Agreement, entered into the 5th day of March 2019, by and between the School Board of Holmes County, Florida, hereinafter called the "Board" and the Holmes County Teachers Association, an affiliate of the Florida Education Association, the National Education Association, and the American Federation of Teachers, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Holmes County Public School System is their mutual aim, and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

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

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

WHEREAS, the parties, following extended and deliberate negotiations, have reached certain understanding which they desire to confirm in the Agreement, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for:

INCLUDED: Classroom teachers, including Art, P.E., and Music teachers, School Counselors, Librarians, Special Area Teachers, including Speech, Exceptional Student Education Teachers, Gifted, Special Project, Reading, Homebound, Visually-Handicapped, Media Specialist, Occupational Specialist, School Psychologist, Grade Level Chairpersons, and Department Heads at the school building level; and all other established positions not listed under exclusions.

All newly created positions are subject to discussion between the employee organization and the employer. If a dispute over unit determination arises, it will be decided by the PERC.

EXCLUDED: All full-time and part-time employees of the School Board of Holmes County who are employed in the following positions: Superintendent; Principals; Assistant Principals; Coordinators; County-Level Directors; Supervisors; All non-instructional, non-certified personnel; Teacher Aides.

B. The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board through designated representatives.

C. Both parties agree to abide by Florida Law.

ARTICLE II
ASSOCIATION RIGHTS

A. The Association is authorized to use the school building and equipment after school hours under established policies.

B. The Association shall have the right to post notices of activities and matters of Association concern in specifically assigned places as designated by the principal at each school center. Prior to the posting of notices, a copy will be given to the building principal. The Association shall have the right to use teacher mailboxes and the inter-school mail system for official communications.

C. The School Board agenda form shall include a regular place for the Association. The Association shall follow the procedure prescribed by Florida Statutes and School Board Policy before being placed on a specific agenda.

D. The Board shall deduct from the pay of each employee all current membership dues of the Association, provided that at the time of such deduction there is in the possession of the employer a current written authorization for dues deductions, executed by the employee, according to the terms of the membership dues deduction authorization form submitted annually to the Board by the Association.

1. A teacher may authorize dues deduction by presenting a signed authorization form. The amount of dues certified annually by the Association prior to the beginning of the school year will be deducted from each paycheck starting September 1 and will-consist of twenty (20) equal installments occurring twice per month thereafter. Any employee handing in an authorization after October 16 will have deductions taken out beginning the next pay period.

2. All dues deducted by the employer shall be remitted to the treasurer of the Association no later than 3 days after each teacher pay period.

3. The employee Association shall indemnify and save harmless the employer from any and all claims, demands, or suits, resulting from any action taken or omitted by the employer for the purpose of complying with the deduction of dues.

4. The authorization of dues deductions for the employee Association shall be continuous until canceled in writing by the teacher upon thirty (30) days' written notice to the School Board and the Association in accordance with 447.303 of Florida Statutes.

E. Members of the Association and its representative affiliates shall be permitted to transact Association business on school property at all reasonable times, provided that this shall not interfere with or disrupt normal school operations, as determined by the principal.

F. The Board agrees to make available to the Association in response to written request all matters of public record at actual cost.

The Board agrees to supply to the Association a copy of all reports routinely duplicated and distributed to Board Members, staff members and/or principals which relate to: (1) finance and audits; (2) personnel; (3) budgets and budget amendments; (4) agendas and minutes; and (5) other pertinent administrative and curriculum data.

G. No teacher shall be discriminated against or assigned out of field because of race, sex, religion, social or ethnic background, disability, political affiliation, creed, age, marital status, membership or participation in HCTA.

H. All members of the bargaining unit and/or the Association shall have the right to initiate and process a grievance.

I. The Association President, his/her designee, and/or the Association Faculty Representative shall be given an opportunity at the end of each building faculty meeting to present brief reports and announcements.

J. The Association may advise the Board with respect to modified fiscal, budgetary, or tax programs, construction programs, personnel policies, rules or regulations, or major revisions of educational policy prior to their adoption and/or general publication.

K. Provisions shall be made for an Association Communication mailbox located in the Superintendent's Office.

L. The Association President or designee shall be entitled to attend all Board meetings in TDE status. TDE status shall be granted to delegates attending the Florida Education Association (FEA) Delegate Assembly. The Association President shall also be granted TDE (up to ten days) to participate in professional growth and educational opportunities made available by FEA and its affiliates AFT and NEA.

M. The Association President or designee shall be given the Board packet for all Board meetings immediately after publication. All inserts distributed after printing will be available to the president or designee at the same time Board Members receive inserts.

N. The employer shall provide the HCTA with copies of administrative bulletins or memoranda, which are sent to school/work locations and are related to the implementation of this Agreement. (i.e. working conditions, employment conditions, leaves, calendar, insurance, etc.)

ARTICLE III
NEGOTIATION PROCEDURES

A. If either party desires to modify or amend this Agreement while it is in force, a written notice must be submitted to the other party prior to June 1st of the year such change is desired. If such notice is given, negotiations shall be initiated on or before July 1. The negotiation meetings will be scheduled at reasonable times to allow both parties to participate.

B. Strictly reserved from the provision of paragraph A above are Article XVIII and Article XX, and any provisions herein which are not in accord with then applicable Florida Statutes. If either party desires to modify or amend this Agreement as it pertains to salary, or insurance (Article XVIII and Article XX), a written notice of such intention must be submitted to the other party on or before July 1 of the year such change is desired.

C. In any negotiations described in the Agreement, neither party shall have any control over the selection of the negotiating representatives of the other party.

D. The negotiating representatives shall be delegated all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

E. The initial meeting shall be mutually agreed on by the Board and the Association. At this time and at the end of subsequent meetings, a mutually agreed upon agenda will be developed.

ARTICLE IV
GRIEVANCE PROCEDURE

Section 1 - Definitions

A. Grievance: Any claim by the Association or a teacher that there has been a violation, misinterpretation, or misapplication of this Agreement or any established rule, order, regulation, policy or practice shall be a grievance.

B. Aggrieved Person of Party (Association): An "aggrieved person" is the person, persons, or Association making the claim.

C. Party in Interest: A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

D. Immediate Supervisor: The person in chain of authority to whom an individual is primarily responsible.

Section 2 - General Provisions

A. Representation: The Association shall be allowed to appoint, if the grievant so requests, at least one Association representative to be present for all meetings, hearings, appeals or other proceedings relative to any grievance which has attained Step II, and no teacher may be required to discuss any grievance if the Association's representative is not present. Nothing herein contained will be construed as limiting the right of any teacher to discuss a grievance informally with his supervisor and having the grievance adjusted without intervention of the Association, provided the Association has been notified and the adjustment is not inconsistent with the terms of this Agreement.

B. Procedure: The parties acknowledge that it is usually desirable for a teacher and his principal to resolve problems through free and informal communications. A grievance may be deemed to have been waived unless presented to the immediate supervisor in informal Step I within 15 working days after the event or events on which the grievance is based are known or should reasonably have been known by the aggrieved person.

C. All public employees shall have the right to fair and equitable grievance procedures administered without regard to membership or non-membership in any organization except that certified employee organizations shall not be required to process a grievance for employees who are not members of the organization. (S.447.401)

Section 3 – Implementation

STEP I (Informal)

A teacher with a grievance shall first discuss it with his principal or immediate supervisor privately with the objective of resolving the matter informally.

STEP II (Informal)

If the aggrieved person is not satisfied with the disposition of the grievance at the first informal step, or if no disposition has been made within eight (8) work days of such meeting, the grievance shall be submitted in writing, using the official grievance form (see Schedule A) to his principal or immediate supervisor.

The teacher or the Association may present the grievance to the teacher's principal who will arrange for a meeting at a mutually agreeable time to take place within eight (8) workdays after the receipt of the grievance. The Association's representative, the aggrieved teacher, and the school principal shall be present for the meeting.

The principal must provide the Association and the aggrieved teacher with a written response to the grievance within eight (8) working days after the meeting. The Association at Step IV may file grievances involving any of the following without initiating the informal meeting at Step I.

A. More than one school supervisor;
B. An administrator above the building level
C. Association rights granted in this Agreement;
D. Members of the bargaining unit not assigned to a school;
E. Building level adjustments of grievance inconsistent with the terms of this Agreement and;
F. Failure of a principal to arrange a Step II meeting as stated herein.

STEP III (Formal)

If the grievance is not resolved at Step II, the Association may appeal the grievance to the Superintendent. The Superintendent shall arrange for a meeting with the Association at a mutually acceptable time within eight (8) working days of his receipt of the appeal. The Superintendent must provide the Association with a written response to the grievance within eight (8) working days after the meeting.

STEP IV (Formal)

If the Association is not satisfied with the disposition of the grievance at Step III or the Step III time limits expire without a meeting or written response from the Superintendent or his designee, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, the rules of which shall govern the proceedings. Neither the Board nor the Association will be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party, and the arbitrator shall have no power to alter the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursements to the grievant or other remedies as he judges to be proper.

Time Limits:

All time limits herein shall consist of teacher workdays except that when a grievance is submitted on or after May 15, time limits shall consist of all weekdays so that the matter may be resolved before the close of the school term or as soon as possible thereafter. Time limits shall be extended when requested by the Association for illness or incapacity of the grieving party, their representatives or witnesses. Any grievance arising during the term of this Agreement may be processed to resolution notwithstanding the expiration date of this Agreement.

Protections:

The administration or Board will take no reprisals of any kind against any teacher because of his participation in this grievance procedure. All documents, communications and records dealing with the processing of the grievance will be filed separately from the personnel files of the participants.

Cooperation:

The Board and the administration will cooperate with the Association in its investigation of any grievance, and further, will furnish the Association with such public information pursuant to Fl. Statute 119.07 as is requested for the processing of any grievance.

Exception:

Nothing herein contained shall preclude an individual teacher from rejecting Association assistance and pursuing the grievance on his/her own. Rejection of Association assistance must be sent to the Association and must accompany the grievance form. The Association will still be a party to all grievance meetings and a copy of all forms will be forwarded to the Association.

ARTICLE V
TEACHING CONDITIONS

A. The employer shall not intentionally expose a teacher to unnecessary embarrassment or disparagement. When a teacher is reprimanded and/or criticized (if necessary), it shall be made with proper discretion with regard to the dignity of the teacher and the circumstances. Such criticisms and/or reprimands of a teacher, if the situation warrants it, shall not be made in the presence of other students or teachers.

B. The employer shall not engage or allow others to engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education which creates a hostile, intimidating, abusive, offensive or oppressive environment; and shall make reasonable effort to assure that each individual is protected from such harassment or discrimination.

C. Each teacher shall be provided with materials and equipment including usable chalkboard or dry erase board space as required in his/her daily teaching responsibilities and lockable storage space. Each teacher shall be provided with a working computer station in his/her classroom or office that is designated for teacher use only. Each teacher shall be provided a key to his/her classroom, if one is needed or requested.

D. All teachers shall have a duty-free lunch period on the condition that a principal-faculty committee establishes an equitable duty schedule for all teachers that will provide supervision for students during lunch. In the event that a teacher does have lunch duty, the teacher will receive compensation time to match.

E. The length of the teacher's professional day shall be 7.5 hours, unless reduced by the Superintendent or building principal.

F. The Board shall make available in each school restroom and lavatory facilities properly supplied exclusively for adult use and when available at least one room properly ventilated shall be reserved for use as a faculty workroom/lounge.

G. Each principal shall be responsible to see that there are adequate and satisfactory arrangements for teacher parking.

H. Teacher participation in extra-curricular activities after normal school day (7.5 hours) shall be strictly voluntary.

I. When school is not in session, a teacher shall be given access to the building when scheduled with the principal.

J. Classrooms in which classes are being held shall be free of interruptions by maintenance and custodial workers except for emergencies as determined by the principal.

K. A la Carte lunches will be made available to teachers in accordance with pricing regulations of the School Food Services.

L. Teachers will be required to keep only those attendance records that are required by the State Department of Education and Florida Statutes.

M. Observation of a teacher's class by persons other than school administrative/supervisory personnel shall be allowed only if the teacher agrees.

N. When the Board provides aides not governed by federal guidelines, the principal, the teacher(s) to whom the aide(s) is assigned, and the aide(s) shall jointly write the job description(s).

O. The teacher shall maintain a reasonable degree of cleanliness and orderliness in the work area.

P. The principal shall post work schedules of custodial staff. It shall be the responsibility of the teacher to notify the principal of any custodial problems.

Q. The district will pay for all costs associated with fingerprinting for teachers. New employees will pay for initial fingerprint screening.

R. During the pre-school year planning days, teachers shall be provided (2) consecutive days which are unscheduled so that teachers have ample time to plan and set up classrooms in preparation for the school year. These days shall not include district-or school scheduled events including, but not limited to: in service workshops, professional development training, faculty/team/department/grade level meetings, meet the teacher events, PLC meetings, or any other scheduled meetings which take time away for the stated purpose of preparing for the school year. Prior to the first day of pre-school year planning, principals shall provide notice to teachers of which two (2) consecutive days will be determined unscheduled days.

ARTICLE VI
CLASS SIZE AND LOAD

A. Student-teacher ratios shall be determined by dividing the school membership by the number of full-time teachers or equivalent. When individual class or subject area maximums must be exceeded, the principal and teacher(s) involved shall submit a written proposal to the Superintendent toward a solution to the problem. The Board and/or Superintendent will respond with an approval or an alternative plan with a specified time for the resolution of the problem.

Personnel not normally assigned to instructional duties such as administrative staff, guidance counselor, librarians, etc. are not to be counted in determining pupil-teacher ratios. However, each full-time teacher aide or paraprofessional shall be credited as ½ full-time equivalent teacher, and each full-time clerical aide shall be counted full-time teacher.

Student-teacher ratio – There is one (1) full time teacher or equivalent for each 18 students membership in Pre-K; for each 18 students in membership in grades K-3; for each 22 students in grades 4-8; and 25 students in grades 9-12, at the end of the second attendance month of school.

Media Centers:

Membership	Specialist		Clerks
250-399	1	or	1
400-600	1		0
601-900	1		1
901-1200	1		3

B. High School and Middle School teachers shall have an instructional load, including study hall, not to exceed six (6) periods per day unless the teacher agrees in writing; and they shall have one (1) preparation/conference period per day. If the legislature removes the 24-credit requirement or the school board reverts back to a six period day, the maximum instructional loads shall revert back to five (5) class periods the following year.
All elementary teachers shall have no less than thirty consecutive minutes (30) during the student class day for planning and conferences. Teachers who agree to waive their planning period to cover another teacher's class shall receive compensation time to match.

C. Each school principal shall designate to specific personnel the following duties: (1) to work with parents, school and community personnel in reference to the needs and problems of students with long-term illness; (2) handle attendance problems; (3) assist students in getting free lunches, clothing, etc.

ARTICLE VII
TEACHER'S AUTHORITY AND PROTECTION

A. All disciplinary actions taken by the teacher in the fulfillment of his/her teaching duties must be in accordance with the State of Florida Statutes and shall not be altered unless there is mutual consent of the teacher and principal.

B. No punitive action against a teacher shall be taken on a basis of a complaint by a parent or student or other individual nor any notice thereof shall be included in the teacher's personnel file, until the matter is first reported to the teacher in writing. The teacher shall have the right to respond in writing to such complaint, and to submit additional information to be placed in the teacher's personnel file.

C. Individual student discipline records will be maintained by principal and teacher. Any follow-up disciplinary action taken by the administration shall be recorded and the referring teacher notified of any action or inaction.

D. When all reasonable means of discipline have been exhausted, the teacher may recommend to the principal that the disruptive party be removed from the classroom. Unsatisfactory disposition at this point may be appealed to the Superintendent and/or Board.

E. For an emergency situation the teacher has the right to remove a disruptive student temporarily from the classroom by sending the student to the office.

F. The Board shall establish a countywide code of student conduct that includes appropriate disciplinary measures.

ARTICLE VIII
GENERAL EMPLOYMENT PRACTICES

A. Any required physical examinations must be provided for by the Board or may be obtained by a physician of the teacher's choice at the teacher's expense.

B. Assignments for any summer school, evening school, or other programs of the school district beyond the normal school day shall be rotated among the teachers who both qualify and apply.

C. Any Teacher employed to fill a vacancy that occurs during the school year that shall extend through the end of the school year or when a teacher is on extended leave without pay, shall be fully certified, unless such person is not available. Such teacher shall be placed at the appropriate step of the regular teacher's salary schedule, and should not be paid from the substitute funds.

ARTICLE IX

PROFESSIONAL QUALIFICATION, RESPONSIBILITIES, AND ASSIGNMENTS

A. All new teachers employed shall be certified in the grade level or subject area of their major assignment. When teachers with certification are not available, the Board shall employ a teacher with a provisional certificate. Exceptions to this provision will be made for those teachers entering the Professional Orientation Program.

B. All principals shall post written notice of teaching assignments for the coming school year no later than the last day of post planning. Teachers shall labor faithfully and earnestly for the advancement of the pupils in their studies, deportment and morals, and embrace every opportunity to inculcate by precept and example, the principles of truth, honesty, and patriotism and the practice of every Christian virtue.

C. Teachers shall cooperate with the state, district, and local school officials in the enforcement of school laws and district board regulations.

D. Teachers shall keep only such records, as Florida Law and regulations of the State Board require teachers to keep.

E. Teachers shall deliver on closing or suspending school, all keys, records, and reports, and account for all other school property to the principal of the school, as may be prescribed by regulations.

F. Teachers shall be at their place of employment at all times for the 7.5 hour school day except with permission of the principal or his designee.

G. All test papers shall be graded and students permitted to review the paper, (except in cases where students do not return to class).

H. Teachers shall make every effort to see that the school building and all things pertaining thereto are not unnecessarily defaced or injured.

I. A teacher who is remiss in the responsibilities designated to him by Florida Statutes may be considered in violation of this contract.

J. The Board shall provide each school center with the latest available edition of the Florida School Laws and School Board Policies and this contract.

ARTICLE X
TRANSFERS, REASSIGNMENTS, AND VACANCIES

DEFINITIONS: **Vacancy** – a vacancy occurs when a new teaching position is created or when a teacher leaves an existing position and all reassignments are completed.

Reassignment – reassignment occurs when a principal changes the assignment of a teacher within a school.

Transfer – a transfer occurs when a teacher is transferred from one school to another.

A. Reassignment: The principal retains all rights of reassignment, provided all persons involved in the reassignment is properly certified. If no teacher in the school is certified for the position; it will be opened up to properly certified applicants already employed by the District. The certification requirement may be waived if there are no such certified applicants. Teachers who desire a change of teaching assignment within a school shall file a written statement of such desire with their principal. When a position becomes available, the principal shall give first consideration to teachers according to years of teaching experience and educational qualifications. If the request is not granted, the principal shall give a written response to the teacher stating reasons for the denial within seven (7) working days of denial.

B. Transfer of Teachers

1. Teacher Request: Teachers who desire to transfer to another school shall file a written statement of such desire with their principal and the Superintendent. When a position becomes available the Superintendent shall give first consideration to teachers according to years of experience, educational qualifications and teacher evaluations. If the request is not granted, the Superintendent shall give a written response to the teacher stating reasons for the denial within seven (7) working days of denial.

2. Determination of Superintendent: Should the Superintendent determine, after consulting with the school principal, that it is in the best interest of the District to recommend a teacher for transfer pursuant to Florida Statute 1012.27(4), the Superintendent shall, unless an emergency transfer is required, provide twenty (20) working days written notice to the teacher of the intent to transfer. The teacher may, within five (5) working days of the receipt of said notice, request in writing a meeting with the superintendent to set forth the teacher's objection to said transfer. Said meeting shall occur within ten (10) working days of the teacher's request being submitted to the Superintendent. The employee shall be allowed to have a representative from the Association attend said meeting. After meeting with the teacher, if the Superintendent still desires to recommend transfer, the Superintendent shall notify the teacher of such final recommendation, in writing, which writing shall state the specific reason for the recommended transfer. Thereafter, the recommended transfer will be subject to the School Board's final approval as set forth in Florida Statute 1012.22(1)(e)."

C. Information concerning openings for instructional, promotional, or extra-compensation of "Coaching" positions shall be posted in each school, on the district web site, and the district job line for a minimum of 6 working days prior to being filled. Applications will be available at the Superintendent's office. All internal applicants will be interviewed.

D. Schedules "B" and "C" in this Agreement and incorporated herein shall be used for written requests for transfers.

E. A teacher teaching out-of-field because of a transfer will be given first consideration when a vacancy occurs within that teacher's field. In considering the teacher for the vacancy the following criteria shall be used: years of teaching experience, greatest number of years teaching out of field, and educational qualifications. These criteria shall be considered in the aforementioned order. Written notification of "in-field vacancies" will be sent to the teachers teaching out-of-field. The teachers will give their reply in writing within seven (7) working days.

ARTICLE XI
TEACHER ASSESSMENT

A. Each teacher shall be evaluated at least annually. Teachers shall be fully informed by November 1 of the criteria and procedures to be utilized in the evaluation.

B. A written report must be made of each evaluation and a copy given to the teacher within ten (10) days. The evaluator must discuss the assessment with the teacher and the teacher may make a written response as a permanent attachment to his/her personnel file.

C. If an evaluator indicates that a teacher is not performing in a satisfactory manner, the evaluator must give him/her specific notice in writing describing the unsatisfactory performance. Following such notice, the evaluator must also confer with the teacher, make recommendations for correction of the deficiencies, and provide assistance to the teacher in correcting such deficiencies within a prescribed period of time.

D. Before a teacher is dismissed, non-renewed or denied continuing contract or professional services contract because of teaching deficiencies, there shall be at least two (2) evaluations, including an observation of at least one class period or 45 minutes per evaluation.

E. Each teacher shall have the right, upon request, to reproduce the contents of his/her personnel file. The Board, or its administrative representative, including building principals, shall not establish or maintain any separate personnel file that is not available for the employee's inspection. A representative of the teacher's choice may, at the teacher's request, accompany the teacher in such a review.

F. A teacher assessment system, as developed by a committee appointed by the Superintendent and composed of a teacher representative from each school, a representative from the Superintendent's office, two principals and one school board member shall be a part of this contract. A copy will be available in each principal's office.

ARTICLE XII
FAIR DISCIPLINE AND DISMISSAL

A. The Board shall give written notification to all teachers of their contractual status six (6) weeks before the last day of post school.

B. An annual contract teacher is eligible for continuing contract or a professional service contract as specified by Florida School Law.

C. A teacher shall be dismissed or non-renewed by the Board only for just cause. The Superintendent or his designee shall state in writing all reasons for such dismissals or non-renewals and shall present this statement to the teacher on or before the time required by Florida Statutes.

D. Any teacher who receives notice of dismissal or intention not to rehire or be put on professional service contract shall have a right to a conference on this decision with the Superintendent or his designee and shall have the right to representation during such conference. An annual contract teacher does not have the right to initiate a grievance procedure relative to non-renewal of their contract.

E. Upon written request by a continuing contract or professional services contract teacher after receiving notification of termination of employment or non-renewal above, the Board shall grant a formal hearing to the teacher involved. The teacher, and if desired, his representative will be present at such hearing, and the hearing shall be conducted in accordance with normal procedural due process and rules of evidence.

F. A teacher's salary shall not be interrupted during any of the processes described above.

ARTICLE XIII
REDUCTION AND RECALL

A. When it has publicly been established that there is an economic need that would require a reduction of operating expenditures, the Board shall make every effort to reduce expenditures in areas other than personnel first. If, however, there is a necessity for reduction of employees, those who hold temporary certification or less than a regular certification or who are on annual contract will be laid off first. The Board agrees to give a thirty-day (30) written notice of reduction to teachers affected. If further reduction is necessary and should a choice have to be made from among personnel who are on continuing contract or professional services contract, as to who should be retained, the principal and Superintendent shall use the following criteria in selecting those who are to be retained: seniority in the District and areas of certification. Laid off employees shall be reinstated in inverse order of their being laid off if qualified to fill the vacancies. No new or substitute appointments may be made while there are laid off teachers available who are qualified to fill the vacancies. No transfer of staff shall be used to prevent reinstatement of laid off teachers.

B. Any employee laid off pursuant to the policy shall have recall rights to any position for which the employee is or may become certified for two years from the effective date of lay off and shall be recalled to available positions in such professional categories in inverse order of the layoff. The Association shall have the responsibility of notifying teachers of positions that may become vacant during this period. The Board, upon request, shall annually provide the Association with a current list of those who have retained such rights provided by this policy.

C. Any employee reemployed by exercising recall rights shall be given full salary, related benefits, and experience accrued at the time of layoff.

ARTICLE XIV
MAINTENANCE OF STANDARDS

Except as this Agreement shall otherwise provide, all terms and conditions of employment at district and school level on the signing date of this Agreement shall continue to be applicable during the term of this Agreement. This is not to be construed to mean that conditions may not be improved during the term of this Agreement, but to provide that conditions of employment shall not be altered to reduce any employee benefit set forth by Board Policy that is in effect at the effective date of this Agreement.

ARTICLE XV
LEAVES

A leave of absence is defined as permission granted by the School Board, or allowed under its adopted policies, for an employee to be absent from his duties for a specified period of time not to exceed one (1) year with the right of returning to employment without prejudice at expiration of the leave. Leaves of less than thirty-days (30) may be officially approved by the Superintendent, and extended leave requiring School Board approval shall be submitted through the Superintendent to the Board in writing. No action granting leave retroactively shall be recognized, provided that leave for sickness, or other emergencies, may be deemed to be granted in advance if a prompt report is made to the proper authority. Leave will be with pay whenever permitted by law and approved by the Board. No member of the instructional staff will be granted leave from the Holmes County School System to accept full-time employment with another school system, government agency, or private business.

A. Sick Leave

Sick leave will be granted for personal illness, illness or death of father, mother, brother, sister, husband, child, or other close relative or member of his own household. In case of reasonable doubt as to the validity of the personal illness of any sick leave claim, the Superintendent may require a supporting certificate of illness from a licensed physician, or at the Superintendent's discretion, from the county health officer.

Holmes County teachers may authorize his or her spouse, child, parent or sibling employed by the district, to use sick leave that has been accrued. The family member will have to have depleted their sick leave first excluding sick leave from the sick leave pool if the recipient participates in the sick leave pool.
(Florida Statute 1012.61)

Sick Leave Donations to Other Teachers

A teacher may donate his/her accrued sick leave to any other eligible teacher provided the following requirements have been met. The donor-teacher must have more than ten (10) days or more of accrued sick leave and must maintain a balance of ten (10) days or more of accrued sick leave after the donated sick leave is transferred. Applications must be submitted to the District and must be completed and signed by the donor-teacher.

A teacher with a verified illness, accident, or injury requiring extended leave of ten (10) days or more are eligible to receive donated sick leave. Illness, accident, or injury is defined as personal sickness, accident disability, extended personal illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, grandchild, or grandparent, or member of his/her own household (Florida Statute 1012.61). The recipient-teacher may be required to provide additional documentation prior to approval of sick leave donation. A recipient-teacher may not receive the donated sick leave until all of his/her sick leave has been depleted.

1. Paid Sick Leave

   Each full time member of the instructional staff shall be entitled to four days of sick leave as of the first day of employment of each current year and thereafter shall be credited with one additional day of sick leave at the end of each month of employment. However, no employee may earn during a fiscal year, more than the equivalent of one day of sick leave for each month of employment. No limit is placed on the number of days that may accrue within the district.

   Before receiving compensation for the time absent on sick leave, two signed copies of the Board's prescribed leave form certifying the day or days absent and the statement that such absence was necessary in accordance with the above provisions must be filed. Said leave form shall also require approval by the immediate supervisor prior to submission to the Superintendent.

   Sick leave accumulated in another Florida District or Districts by an employee shall be accrued to the employee at a rate equal to the number of sick leave days allowed the employee during each year of employment in this District until such time as all sick leave accumulated in other Florida Districts had been transferred to the District. Such transferred sick leave days shall be in addition to sick leave days to which the employee is entitled from this School District.

2. Unpaid Sick Leave

   When a member of the instructional staff has used all of his accrued sick leave, he shall be entitled to sick leave without pay provided that he makes arrangements with his immediate supervisor.

B. Personal Leave

A personal leave day may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day or days shall notify the principal at least one day in advance, except in cases of emergency.

1. Paid Personal Leave

   Each employee may use up to six (6) days per year of his/her accrued sick leave for personal reasons. Paid personal leave shall be charged against accrued sick leave.

2. Unpaid Personal Leave

   Personal leave without pay may be granted for absences for personal reasons. Said leave must be requested on prescribed leave forms and approved by the immediate supervisor and the Superintendent prior to the absence.

C. Professional Leave

Each employee may use professional leave for attending and/or participating in professional meetings relating to educational workshops, seminars, or conferences sponsored by professional organizations, colleges, universities, or government or private agencies concerned with public school matters, or visitations for the purpose of observing instructional techniques or programs.

Professional leave with pay may be granted for reasons listed above. All applications for professional leave must be submitted through the principal at least one week in advance. Final approval must be by the Superintendent.

D. Illness-in-line-of-duty

Any member of the instructional staff will be granted illness-in-line-of-duty leave for personal injury received in the discharge of his duty or for illness from any contagious or infectious disease contracted in schoolwork. Such leave is non-cumulative and shall not exceed ten (10) days during the school year. However, in case of sickness or injury occurring under such circumstances as in the opinion of the School Board warrants it, additional emergency sick leave may be granted out of local funds, for such term and under such conditions as the School Board shall deem proper. All applications for illness-in-line-of-duty leave must be accompanied by a certificate of illness from a licensed physician and endorsed by the principal to the effect that the employee had prior to his absence been exposed to the disease at the school center, and that, in his opinion, the disease was probably contracted in school work. Payment for leave under this provision will not be made without prior School Board approval. Such leave will not reduce any accumulated sick leave days.

E. Maternity/Family Leave - Update to comply with law regarding family medical leave with paid insurance

1. Any member of the instructional staff employed on a full-time basis in the public schools of the state shall be granted maternity leave without pay for a period not to exceed one (1) year. Such leave may be deducted from accumulated sick leave days. Such leave shall commence on a date determined by the instructional staff member in consultation with her doctor following notification of the Superintendent in writing. The instructional staff member may return to duty upon certification by a physician that she is physically capable of performing the duties of teaching and after notifying the principal of her intent.

2. A teacher adopting a child shall be entitled upon request to leave to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.

3. Child Care: Unpaid leave for one school year or the balance of a school year shall be granted for childcare. Upon return, the teacher shall be reinstated to the same position or a substantially equivalent position.

F. Military Leave

Military leave shall be granted to employees by approval of the Board in accordance with Florida Law.

G. Jury Duty

Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter shall be entitled to full salary for such time. Any compensation (less expenses) received for such duty shall be reimbursed to the Board.

H. Insurance Participation

Any teacher who is on extended unpaid leave pursuant to this Article and who desires continuing insurance policies provided by the Board shall be eligible for participation in the program and shall pay the premium for same.

I. National Board for Professional Teaching Standards

During a teacher's participation in the National Board for Professional Teaching Standards (NBPTS) certification process, the district will provide three (3) TDE release days for any teacher, to prepare for the rigorous standards of the (NBPTS) program. These days must be coordinated with the principal/supervisor and will be used only to attain certification.

J. Bereavement Leave

All full-time teachers who have completed their first month of employment shall be provided two (2) days per death bereavement leave due to the death of a spouse, parent, sibling, child, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law or step relative counterparts. These days will not be charged against the teacher's sick leave or personal leave. The two-day leave is non-accruable, and does not have to be consecutive, but must be used within thirty days of the death.

ARTICLE XVI
ACADEMIC FREEDOM

A. Teachers shall educate young people in the democratic tradition, foster a recognition of individual freedom and social responsibility, inspire meaningful awareness of and respect for the Constitution of the State of Florida and of the United States and instill appreciation of the values of individual personality.

B. The Holmes County School System is not committed to any one method of teaching. Methodology shall be consistent with the adopted philosophy of the District School Board and the philosophy of the school. Teachers are expected to use their knowledge of human growth and their ingenuity and creative talents to attain the goals and objectives of education. Such methods shall not circumvent Section 231.09 Florida School Law.

ARTICLE XVII
POLITICAL ACTIVITY

A. All teachers shall have entire liberty of political action, except direct political activity during instructional time and shall be free from political domination and/or coercion provided such action is within the laws of the United States of America and the State of Florida.

B. The rights of employees to work and to vote for the party and candidates of their choice shall never be abridged, questioned or denied provided such action is within the laws of the United States, Florida Statutes and local ordinances.

ARTICLE XVIII
INSURANCE

A. The Board agrees to provide group major medical and life insurance for all teachers. The Board agrees to contribute monthly premiums of at least 75% of the employee's monthly premium. Dependent coverage will be available at the employee's expense. The plan shall provide teachers with two options as follows:

Option 1: $5,000 life insurance plus major medical coverage.

Option 2: $25,000 life insurance plus hospital indemnity and disability benefits.
The plan shall be recommended by the Insurance Committee and shall become a part of this contract.

NOTE: Option 2 will include $25,000 life insurance, plus hospital indemnity of $100 per day, 100 day maximum, plus Disability: to cover 1st day accident, 8th day illness, paying 65% of income to maximum of $310 per week, maximum duration of 26 weeks.

B. A cafeteria plan shall be available to teachers in accordance with current Federal and State guidelines.

C. The Board shall make available through payroll deduction, tax deferred annuity programs to all teachers in the district. Such programs shall be established as per Insurance Committee guidelines.

D. The Superintendent agrees to appoint an Insurance Committee composed of:

1. Seven teacher representatives chosen by the Superintendent from a list of three (3) nominees from each school submitted by the HCTA Executive Council.
2. Representatives from the non-instructional personnel not to exceed the number of teacher representatives.
3. A representative from the administrative staff.
4. The HCTA president or his/her designee.
5. The HCTA Chief Negotiator.
6. A member of the school board.

ARTICLE XIX
CALENDAR

A Calendar Committee shall meet to work out a proposed district calendar to be submitted to the Board for approval. The committee shall be composed of:

1. Seven teacher representatives chosen by the Superintendent from a list of three (3) nominees from each school submitted by the HCTA Executive Council.
2. A Board representative.
3. The HCTA President or designee.
4. The Superintendent.

ARTICLE XX
PROFESSIONAL COMPENSATION

A. The annual salary schedule for teachers covered by this Agreement shall be set forth in Schedule D and E to be found in this Agreement and incorporated herein.

B. Salaries for teachers shall be paid in 24 equal payments. The first payment will be paid on the eighth (8th) work day or the 16th of August, whichever is later. The dates of issue of the remaining payments will be the first (1st) and sixteenth (16th) of each month. The residual amount due for the fiscal year will be paid on June 30th. When the date falls on a weekend or holiday the payment will be made the day prior to the weekend or holiday.

C. All teachers shall receive full credit on the supplement schedule for all full-time public school teaching experience earned in the State of Florida and the amount of experience in other states as the Department of Education will allow. Florida Statute 1012.33 (g)

D. A year's credit for teaching experience shall be allowed for one (1) day over half a year or more of actual service within a school year. Parts of two (2) separate school years may not be combined to meet the minimum requirements for one (1) year of service.

E. Use of Private Vehicles

Travel expense reimbursement-

(a). IN-DISTRICT TRAVEL- Teachers who may be required to use their own automobiles in the performance of their duties, and teachers who are assigned to more than one (1) school per day, shall be reimbursed for all driving done between arrival at the first location at the beginning of their workday and departure from the last location at the end of their workday. The rate per mile shall be at a rate of .47 cents per mile unless otherwise required by Florida Statute.

(b). OUT-OF-DISTRICT TRAVEL-Teachers who may be required in the performance of their duties, to travel out of Holmes County shall be reimbursed for the use of their private automobile at a rate of .47 cents per mile unless otherwise required by Florida Statute and the scheduled amount for meals will be at a rate established by the school board ($6.00 breakfast, $11.00 lunch, and $19.00 dinner.)

F. Teachers who accept assignments beyond the normal school workday or work year shall be paid the hourly rate. This shall not apply to positions that are listed in Schedule E and shall not apply to any non-compensated extra duty or extra hours beyond the regular teacher workday specified in the Agreement.

G. Teachers shall receive terminal pay upon retirement.

Such terminal pay shall be determined as follows:

1. During and after the 10th year, the daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave.

2. During and after the 15th year, the daily rate of pay multiplied by one hundred percent (100%) times the number of days of accumulated sick leave.

H. If termination of employment is by death of the employee, terminal pay to which the employee may have been entitled shall be made to his beneficiary.

Such terminal pay shall be determined as follows:

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

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

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

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

5. During and after the thirteenth (13th) year of service, the daily rate of pay multiplied by one hundred percent (100%) of the number of days have accumulated sick leave.

I. The Board shall provide a teacher with the option of an annual payment for sick leave days accumulated during the school year under the following conditions.

1. A minimum balance of ten (10) days must be maintained at all times.

2. The maximum number of days eligible for purchase by the Board shall be in accordance with F.S.1012.61.

3. The value of the sick leave days purchased shall be set at the employee's current daily rate of pay multiplied by 80%.

4. All payments made under this section will be subject to federal income tax and social security tax.

5. Application letters must be submitted to the Finance Office prior to May 1 of each year and must include the total number of days requested. In calculating buyout pay, the collective agreement in effect at the time the employee elects the buyout provision will be used to determine the appropriate pay. Payment will be made on or after July 1, but no later than July 16 or the year in which the application is made. This form will be available on First Class and in the back of this contract.

6. School Board will designate $15,000 annually from the terminal benefit fund to provide for this benefit. If the cost for the number of days applied exceeds that amount, the number of days for which individuals will be compensated will be prorated.

J. Deferred Retirement Option Program ("DROP") as defined in chapter 121, Florida Statutes, is an alternative method of deferred payment of retirement benefits for up to 60 months after an eligible member of the Florida Retirement System reaches his/her normal retirement date but wishes to continue employment with a Florida Retirement System employer. In order to participate, the employee must submit a binding letter of resignation, establishing a deferred termination date. DROP will allow the participant to defer all retirement benefits payable during the DROP period. Upon termination of DROP, the participant will receive the DROP benefits and their regular retirement benefits under Chapter 121, Florida Statutes.

1. Participation in DROP. All members of the Florida Retirement System are eligible for Drop. Members electing to participate in DROP must meet the eligibility and time line requirements outlined in Florida Statute.

2. Benefits Payable – Sick Leave: Employees will be paid terminal pay or accumulated sick leave at retirement, or, if service is terminated by death, to his or her beneficiary. Upon election to participate in DROP, and based upon the employee established deferred termination date, previously accumulated sick leave shall be paid the employee according to the salary established at the time of entry into the DROP Program at the rate of 10% per year during the time the person is in drop with final payout upon termination of DROP.

3. Sick leave will be earned during DROP as prescribed by state statutes. Accumulated sick leave earned during DROP participation will be paid to the employees at the end of their DROP participation.

4. It is the intent of this policy that an individual entering DROP will be allowed to use the sick leave that was accrued prior to their retirement and entrance into the DROP. The procedures for utilization of such leave shall be as follows.

   (a) Sick leave shall be calculated in accordance with School Board Policy.

   (b) The value of each sick day will be computed according to the salary established at the time of entry into the Drop Program.

   (c) Final adjustments in the total amount of compensation for accrued sick leave will be made prior to the final payment at the end of DROP.

K. Differentiated Pay. Differentiated pay shall be provided for both instructional personnel administrators based on district determined factors, including, but not limited to, additional responsibilities, school demographics, critical shortage areas and level of job performance difficulties, and which shall be in accord with Section 1012.22, Florida Statutes.

1. Differentiated pay for additional job responsibilities: See Schedule "F", attached hereto and incorporated herein.

2. Differentiated pay for school demographics: Differentiated pay will be at the rate of $500 for each instructional employee and administrator who is employed at a Title I school where at least ninety percent (90%) of the students qualify for free or reduced lunches.

3. Differentiated pay for critical shortage areas: Differentiated pay in the amount of $500 shall be paid on a one-time basis to each instructional employee and administrator working in a critical shortage area as designated by the Holmes District School Board upon recommendation of the Superintendent. Critical shortage areas will be deemed after three (3) advertisements with no applicants or limited number of applicants (less than three) meeting the minimum qualifications (Florida teaching certificate Temporary or Professional in the subject area).

4. Differentiated pay for level of job performance difficulties: Differentiated pay in the amount of $500 shall be paid on a one-time basis to each instructional employee and administrator working at the alternative school that is required to meet certification requirements in more than one subject area.

ARTICLE XXI
CONTINUITY OF OPERATION

A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes that threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, engage or assist in any strike, walk out, or work stoppage.

B. The parties agree that they will not during the period of this Agreement, engage in or assist in any action which could result in an unfair labor practice.

ARTICLE XXII
MISCELLANEOUS

A. Should any provision of this Agreement be declared illegal by a court or competent jurisdiction or as a result of state or federal legislation, said provision, shall be modified by mutual written agreement of the parties to the extent that it violates the law but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provisions.

B. This Agreement shall supersede any rules, regulations, or practices of the Board that shall be contrary to or inconsistent with the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

C. Any individual contract between the Board and the members of the bargaining unit shall be made expressly subject to the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

D. Forty (40) copies of this Agreement Titled "Contract between Holmes County Teachers Association and the School Board of Holmes County" shall be printed and the expense shared equally by the Association and the Board and shall be provided to the Association. Any additional copies by either party shall be printed at their expense. A copy of this Agreement will be given to new employees.

E. All policies adopted by the Board shall be available to all teachers within thirty-days (30) to the commencement of this Agreement or upon employment in the building principal's office.

F. All teachers covered under this Agreement who participate in the production of tapes, publications, or other produced educational material shall retain residual rights should they be copyrighted or sold by the District.

G. The Board agrees that it will not, during the period of this Agreement, officially adopt nor implement any term or condition of employment not contained within this Agreement until such term has been a subject of negotiations and ratified by both parties under such procedures for negotiations as defined in this Agreement.

ARTICLE XXIII
EMPLOYEE DRUG TESTING

A. Florida Statutes for Drug-Free Workplace Act, Section 112.0455 authorizes only the following types of testing:

1. Types of Testing – An employer is authorized, but not required, to conduct the following types of drug tests:

(a) Job applicant testing – An employer may require job applicants to submit to a drug test and may use a refusal to submit to a drug test or a positive confirmed drug test as a basis for refusal to hire the job applicant.

(b) Reasonable suspicion – An employer may require an employee to submit to reasonable suspicion drug testing.

(c) Routine fitness for duty – An employer may require an employee to submit to a drug test if the test is conducted as part of a routinely scheduled employee fitness – for – duty medical examination that is part of the employer's established policy or that is scheduled routinely for all members of an employment classification or group.

(d) Follow-up-testing – If the employee in the course of employment enters an employee assistance program for drug related problems, or an alcohol and drug rehabilitation program, the employer may require said employee to submit to a drug test as a follow-up to such program, and on a quarterly, semiannual, or annual basis for up to 2 years thereafter.

Bargaining cannot lawfully reject what the statutes have already prescribed.

The Board will maintain federal and state constitutional rights of all employees.

B. Purpose

1. Promote the goal of drug and alcohol-free workplaces within the school district through fair and reasonable alcohol and drug testing methods for the protection of students, employees, and the School Board.

2. Provide employees who have an alcohol abuse and /or drug use problem an opportunity to participate in an employee assistance program or an alcohol and drug rehabilitation program.

3. Ensure confidentiality of testing results.

C. Objectives

By enacting this drug and alcohol-free work place policy, the Board endeavors to:

1. Promote a healthy, safe working environment.
2. Facilitate the rehabilitation of employees with a substance abuse problem.
3. Eliminate substance abuse problems in the workplace.

4. Provide a consistent model of behavior without substance abuse.
5. Provide a clear standard of conduct of the employees.
6. Hire and retain drug-free employees.

D. Legal Ground for Testing

1. All drug/alcohol testing conducted by or on behalf of the school district shall be in conformity with standards established by Section 112.0455, Florida Statutes, commonly referred to as the "Drug-Free Workplace Act," and all other applicable state and federal rules and regulations promulgated in response the perceived need for a testing program of this type.

2. The Board shall not have a legal duty to request an employee or job applicant to undergo drug testing except as mandated by Federal or state regulations. No testing of employees shall take effect until local drug abuse assistance programs have been identified.

E. Definitions-Appendix A

F. Federal Compliance

The drug-testing procedures contained herein do not apply when specific work performed requires employee or job applicants to be subject to drug testing pursuant to:

1. Federal regulations that specifically preempt state and local regulation of drug testing with respect to such employees and job applicants.

2. State agency rules that adopt federal regulations.

G. Administrative Contact for Program

The superintendent or his/her designee will serve as administrator of the anti-drug use and alcohol misuse program. This person may be reached by calling the district school board office.

H. Covered Employee

This policy shall apply to any person working for pay for the School District, including contractual employees. (For those who carry CDL's to transport students or bus drivers see also District policy 6.60)

I. Requirements to Disseminate Policy

The school district's administrative contact shall ensure that, annually, each employee and representatives of employee organizations have been provided copies of the anti-drug and alcohol misuse policy and procedures. Records of signed receipts shall be maintained at the district office.

J. Prohibited Drug Use (See Also Appendix B)

1. This policy authorizes testing for the drugs including but not limited to:

   (a) Marijuana
   (b) Cocaine
   (c) Opiates
   (d) Amphetamines
   (e) Phencyclidine
   (f) Substances identified in Appendix B

2. Consumption or use of these substances is prohibited at all times.
3. Testing for prohibited drugs and drug metabolites shall be administered in the following circumstances:
   (a) Pre-employment
   (b) Reasonable suspicion
   (c) Return to duty/follow-up

K. Prohibited Alcohol Use

1. Testing for alcohol misuse shall be administered in the following circumstance:
   (a) Pre-employment
   (b) Reasonable suspicion
   (c) Return to duty/follow-up

2. An employee having an alcohol concentration of 0.02 or greater shall be prohibited from performing or continuing to perform job duties.

3. On-Duty Use of Alcohol
   (a) A covered employee is prohibited from possessing, distributing and/or using alcohol while on duty.
   (b) A covered employee who is using alcohol shall be prohibited from performing or continuing to perform job duties.

4. Pre-Duty Use of Alcohol
   (a) A covered employee may not consume alcohol within four hours prior to performing job duties.

5. Other Alcohol-Related Conduct
   (a) No covered employee with alcohol concentration of 0.02 or greater shall perform or continue to perform job duties until:
   (b) Employee's alcohol concentration is less than 0.02.
   (c) Start of employee's next duty period, but no less than eight hours following test administration.

L. Personnel Conduct

1. Covered employees on duty or on board property will not manufacture, distribute, dispense, possess or use illegal drugs or alcohol. Employees are prohibited from

working for the Board and/or on Board property while under the influence of illegal drugs or alcohol or under influence from improper use of legal medications.

2. Employees, on or off duty, shall not promote or facilitate student use of illegal drugs or alcohol.
3. Any employee arrested for an alleged criminal statute violation of drugs or alcohol shall notify the Board no later than 48 hours after the arrest.
4. Employees on duty will not use or take prescription medications or non-prescription medications above the level recommended by the prescribing physician or according to the manufacturer's recommended dosage and are prohibited from using prescribed medications or non-prescription medications for purposes other than the intended purpose.
5. Employees will not distribute or dispense prescription medications to students, except as provided in Board policy relating to Administration of Medication during school hours.
6. An employee who reports as a self-referral for reasons of substance and/or alcohol abuse may be granted to work, the employee must undergo the return-to-duty process. (See Section P)

Types of Testing

M. Pre-employment Testing

Testing for drug abuse and alcohol misuse shall be conducted after making a contingent offer of employment subject to the employee passing the pre-employment drug and alcohol test.

N. Reasonable Suspicion Testing

1. Reasonable suspicion is the reasonable belief that an employee is using or has used drugs or is under the influence of alcohol in violation of this policy, drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience concerning the appearance, behavior, speech, or body odors of the employee constitutes reasonable suspicion. A supervisor, who is trained and has successfully completed Board-approved training in detecting the signs and symptoms of drug use and alcohol misuse and is credible and reliable source, must make the observation.
2. Among other things, such facts and inferences may be based upon:
   (a) Observable phenomena, including but not limited to, direct observance of drug use or alcohol misuse, and/or physical symptoms or manifestations of being under the influence of a drug or alcohol.
   (b) Abnormal conduct or erratic behavior while at work or significant deterioration in work performance.
   (c) Evidence that an individual has tampered with a drug or alcohol test during employment with the Board.
   (d) Information that an employee has caused, or contributed to an accident while at work.
   (e) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs or alcohol while working for the Board or while on the Board's premise.
   (f) Fighting, assaults or erratic, aggressive or violent behavior.

(g) Nothing in this section shall be construed to require the delay of necessary medical attention for the employee needing medical attention due to the influence of drugs or alcohol.
(h) Results of blood, urine, breath, or hair tests conducted by Federal, State or local officials having independent authority for the test, shall be considered to meet the requirements of this section provided:
1. Tests conform to Federal, State and/or local requirements; and
2. Test results are obtained by the School Board.

3. In the event that a trained supervisor believes a violation exists, s/he:
(a) Shall contact the Superintendent or other designated district administrator as to the suspected violation as soon as possible.
(b) Shall counsel privately with the employee regarding the situation.
(c) After counseling, the employee may be removed from work that day, and
1. be sent home,
2. be counseled to a medical facility,
3. be counseled to a rehabilitation facility, or
4. be counseled to an Employee Assistance Program.

In such events, the employer will provide safe transportation.
4. In the event of a violation occurring, progressive discipline will be used, unless a severe circumstance is involved.
5. Supervisors with reasonable suspicion to believe that an employee is using an illegal drug and/or using alcohol may require a drug and/or an alcohol-screening test. This test will be administered as soon as practicable.

O. Drug and Alcohol Testing Procedures

1. The Board shall us a laboratory for analysis of initial or confirmation drug specimens only if:
(a) The laboratory is licensed and approved by the Florida Agency for Health Care Administration (AHCA) using criteria established by the United States Department of Health and Human Services (HHS).
(b) The laboratory has written chain of custody procedures as established by the AHCA.
(c) The laboratory follows proper quality control procedures.
(d) All additional AHCA procedural guidelines as delineated in Section 112.0455, Florida Statutes are followed.
2. Body Specimens
(a) Urine will be used for testing for all drugs except alcohol and for confirmation testing for all drugs except alcohol.
(b) Blood and breath will be used as the initial and confirmation specimens for alcohol testing.
(c) Hair: The Board shall not eliminate utilization of hair samples as a testing specimen for drugs, provided procedures are followed pursuant to Section 112.0455 (13), Florida Statutes.

P. Consequences

1. Disciplinary action may not be taken on the sole basis of a positive test result that has not been verified by a confirmation test.
2. Disciplinary action may not be taken against an employee on the sole basis of the employee's first positive confirmed test, UNLESS the employer has first given the

employee an opportunity to participate in, at the employee's own expense or pursuant to health insurance coverage, and employee assistance program or alcohol and drug rehabilitation program;

And

3. The employee has either refused to participate in the employee assistance program or the alcohol and drug rehabilitation program or has failed to successfully complete such program, as evidenced by withdrawal from the program before its completion or a report from the program indicating unsatisfactory compliance, or by a positive test result on a confirmation test after completion of the program;

Or

4. The employee has failed or refused to sign a written consent form allowing the employer to obtain information regarding the progress successful completion of employee assistance program or an alcohol and drug rehabilitation program.
5. An employee whose positive test result returns as "adulterated" shall be treated as receiving a verified positive test. The Board shall not direct the employee to take another test on the basis of the "adulterated" specimen.
6. The Board shall require a second test when a negative test is "adulterated."
   (a) Employees will be given the minimum possible advance notice.
   (b) The result of the retest under this section shall be the test result of record.
   (c) The Board is not permitted to require a third test if the retest under this section is also negative adulterated, provided, however, that the MRO does not direct a recollection under direct observation.

Q. Employee Requested Testing

Any employee who questions the results of a required drug test under the terms of this policy may request that a second, additional test be conducted. This test must be conducted at a different Department of Health and Human Services (HHS)-certified laboratory selected by the Board. The test must be conducted on the split sample that was provided at the same time as the original sample test. All costs for such testing are paid by the employee unless the second sample invalidates the original test. The request must be made in writing, with a copy to the Board, within 72 hours of the time the split sample was given.

R. Confidentiality and Release of Information

1. Release of Individual Test Results
   (a) The Board is prohibited from releasing individual test results of drug and/or alcohol testing or medical information about an employee without the employee's specific written consent.
   (b) Specific written consent means a statement signed by the employee that he or she agrees to the release of the particular piece of information to a particular, explicitly identified person or organization at a particular time. "Blanket release" are prohibited. All releases shall be in compliance with the Health Insurance Portability and Accountability Act, 45 C.F.R. Parts 160, 164 ("HIPPAA").
2. Information Release and Legal Proceedings
   (a) In response to a lawful subpoena and/or an order from a court of competent jurisdiction, the Board may release information pertaining to an employees' drug and alcohol test without the employee's consent. (49 C.F.R. Section 40.323)
   (b) The Board must immediately notify the employee in writing of any information released under this section.

S. Retention of Records

1. The Board shall maintain records of its anti-drug and alcohol misuse program pursuant to the schedule delineated in 49 C.F.R. Section 40.333 and Chapter 119, Florida Statutes, Florida's Public Records Act.
2. Records must be maintained in a location with controlled access.

T. Nondiscriminatory Assurance

It is the policy of the Holmes County School Board that no person will be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program or activity on the basis of sex, race, religion, belief, national origin, ethnic group or handicapping condition.

It is also the policy of the School Board that no person will be discriminated against for employment opportunities based on the above or for other reasons. The Holmes County School District is an equal education, equal employment opportunity entity.

Statutory Authority:
Florida Drug Free Workplace Act, Section 112.0455, Florida Statutes.
Florida Public Records Act, Chapter 119, Florida Statutes.
Section 893.02, Florida Statutes
49 C.F.R. Parts 6530655
45 C.F.R. Parts 160, 164.
Fla. Admin. Code R. 59A-24

Appendices

A. Definitions
B. Listing of Drugs
C. District Policy on Administration of Medication

Appendix A
Definitions

Accident:	An unexpected happening without intention or design, resulting in bodily injury, property loss, or damage.
Adulterated Specimen:	A specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine. This includes specimens categorized as "dilute," whether a "negative dilute" or "positive dilute."
AHCA:	Florida Agency for Health Care Administration.
Alcohol:	The intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol.
Alcohol Concentration:	The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under this part.
Alcohol Use:	The drinking or swallowing of any beverage, liquid mixture or preparation (including any medication), containing alcohol.
Breath Alcohol Technician (BAT):	A person who instructs and assists employees in the alcohol testing process and operates an evidential breath testing device.
CDL:	Commercial Driver's License
Chain of Custody:	The procedure used to document the handling of the urine specimen from the time the employee gives the specimen to the collector until the specimen is destroyed.
Confirmation Drug Test:	A second analytical procedure performed on a urine specimen to identify and quantify the presence of a specific drug or drug metabolite.
Contractual Employee:	A person or organization performing services for the Board consistent with and pursuant to a written agreement between the services provided and the Board.
Covered Employee:	Person who receives remuneration from the Board for services provided.

Designated Board Contact (Administrative Contact): An employee authorized by the Board to take immediate action(s) to remove employee from safety-sensitive duties, or cause employee to be removed from these covered duties, and to make required decisions in the testing and evaluation processes. This designee also receives the results and other communications on behalf of the Board.

HHS: Department of Health and Human Services or any designee of the Secretary, Department of Health and Human Services.

EAP: Employee Assistance Program. An established program for employee assessment, counseling and possible referral to an alcohol or drug rehabilitation program.

Employee-Requested Testing: A request made by an employee for a second testing after receiving a confirmed positive test result.

Illegal Drug: A substance consumed or integrated into the human body that affects the normal function of the body, where the substance is prohibited by state/federal statute, state/federal rule or regulation, or Board policy.

Medical Review Officer (MRO): Licensed physician with knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures, who possesses the appropriate medical training to interpret and evaluate an individual's positive test result together with his or her medical history or any other biomedical information.

Metabolites: Substance essential to the metabolism of a particular organism or to a particular metabolic process.

Post-Accident Testing: Testing of an employee for drug abuse and/or alcohol misuse; following an incident causing a death, an incident resulting in either physical injury or property damage/loss, or an incident for which the driver of the Board vehicle is cited.

Post-employment Testing: Testing procedures to identify the existence of any drug, controlled substance, or alcohol in the job applicant prior to final approval of hiring by the Board.

Prescription or Non-prescription Medication: A drug or medication obtained pursuant to a prescription as defined by Section 893.02, Florida Statutes, or medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments or injuries.

Reasonable Suspicion Drug Testing: The reasonable belief that an employee is using or has used drugs and/or alcohol in violation of this policy, drawn from specific objective and articulable facts and reasonable inferences drawn from these facts in light of experience concerning the appearance, behavior, speech, or body odors of the employee.

Return to Duty/ Follow-Up Testing: Testing conducted, unannounced, when an employee who has violated the prohibited alcohol/drug standards returns to duty.

Self-Referral: Voluntary acknowledgement to the Board representative by the employee that he/she has a problem with drug abuse and/or alcohol misuse.

Split Specimen: In drug testing, a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested followed a verified positive test of the primary specimen or a verified adulterated or substituted test results.

Substance Abuse Professional (SAP): A person who evaluates employees who have violated a drug and/or alcohol policy and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

Verified Testing: A drug test result or validity testing from an HHS-Certified laboratory that has undergone review and final determination by the MRO.

Appendix B

Listing of Drugs

Drug testing will be conducted at a laboratory chosen by the Board. Such laboratory shall be licensed and approved by the Department of Health and Rehabilitative Services.

Employees may be tested for alcohol, and for any or all of the drugs to include, but not be limited to, those contained on the following list:

DRUG	CLASS OF DRUG	TRADE OR OTHER NAMES
Amphetamines	Stimulant	Biphetamine, Delcobese, Desoxyn, Dexedrine, Mediatric
Amphetamine Variant	Hallucinogen	2,5-DMA, PMA, STP, MDA, MMDA, TMA, DOM, DOB
Marijuana	Cannabinoid	Grass, Acapulco Gold, Pot, Thai Sticks, Sensemilla
Tetrahydocannabinoid	Cannabinoid	THC
Hashish	Cannabinoid	Hash
Hashish Oil	Cannabinoid	Hash Oil
Cocaine	Stimulant	Coke, Flake, Snow
Phencyclidine	Hallucinogen	PCP, Angel Dust, Hog
Phencyclidine Analogs	Hallucinogen	PCE, PCPy, TCP
Methanqualone	Depressant	Optimil, Parest, Sopar, Quaalude, Somnafac
Opiates	Narcotic	Dover's Powder, Opium, Paregoric, Parepectolin
Barbiturates	Depressant	Amobarbital, Butisal, Phenoxbarbital, Tuinal, Secobarbital, Phenobarbital
Benzodiazephines	Depressant	Atlvan, Azene, Clonopin, Dalmane, Diazepam, Librium
Methadone (Synthetic)	Narcotic	Dolophine, Methadone, Methadose
Porpxyphene	Narcotic	Hydrochloride, Darvon, Propxyphene, Nap, Sycate, Darvon-N

Appendix C

District Policy on Administration of Medication

A. Administration of Prescription Medication –

1. Each school principal shall designate a staff member(s) to administer prescribed medications. The staff member(s) shall be trained annually by a licensed nurse or licensed physician.

2. Administration of prescription medications during school hours is discouraged unless a physician determines that a student's health needs require medication during school hours. This rule, the *Standard Operating Procedures Manual*, and the *Code of Student Conduct* shall set forth provisions for administering prescription medications.

3. All prescription medications shall be delivered to the office / clinic with the following information on the label:

   (a) Student's name
   (b) Name of medication
   (c) Date of prescription and pharmacy
   (d) Specific instructions on the administration of the medication
   (e) Approximate duration of medication.

4. A permission form shall be required signed by the student's parent(s) or legal guardian. The physician's signature on the permission form is required after two days. The permission form shall be updated every ninety (90) days. A two (2) day grace period will be extended to parents for renewal of authorization of medication.

5. Prescription medication which is kept at school shall be counted and shall be stored in its original container, in a secure location under lock and key as designated by the school principal. Only staff that has been designated by the principal and have received training shall have access to the medication

6. A student with a special health condition(s) such as asthma, diabetes or hypersensitivity may carry prescription medication for emergency situations on self if approved by his/her physician and his/her parent. The approval of the physician and the parent and information regarding the medication required in I.C. must be on file in the office/clinic. A student who has permission to self-administer emergency medication may carry the medication on the school bus or at any school related activity. The principal shall notify the bus driver and the transportation department regarding such students.

7. A record shall be maintained on each student who receives a prescription medication during school hours, including the date and time each dose of prescription medication was administered. These records shall be made available at all times to the principal authorized staff.

B. Administration of Non-prescription Medication –

Option A

1. Nonprescription medications are not administered during school hours unless prescribed by a physician. Nonprescription medication ordered by a physician will be administered in accordance with the policies and procedures required for administration of prescription medication.

2. No student may carry medications in his or her pocket, purse or on his or her person during school hours; however, the principal may authorize a student to carry nonprescription medication such as an asthma inhaler when a permission form has been signed by the parent and the student's physician has signed the permission form confirming that , because of the student's medical condition, it is necessary that the student retain the asthma inhaler in his/her possession during school hours or at any school related activity.

Option B

1. A non-prescription medication may be administered to a student by a health support aide or registered nurse provided a completed and signed parental authorization is on file at the school.

2. At the time of administration, the parent/guardian will be notified by telephone. If unable to contact the parent/guardian, a letter will be sent home with the student stating the medication administered and time of administration.

3. A health support aide or registered nurse will assist in the administration of these medications to the student in the school health room setting. In the event of an emergency situation in which these professional health workers are not available, the school office staff who have medication administration training may assist the student in the administration of the non-prescription medication.

All non-prescription medications will be stored in a locked cabinet in the health room(s).

(a) If a student is receiving prescription drugs at school, the physician prescribing that medication must give his/her written permission for any nonprescription medications to be given at school.
(b) The procedures and training for the administration of non-prescription drugs shall be the same as that for prescription drugs.
(c) Documentation of the administration of any medication will be made on the student's progress note.
(d) The following non-prescription (over-the-counter) medications may be administered to students following the above guidelines:

1. Tylenol
2. Maalox
3. Pepto-Bismol
4. Cough syrup
5. Neosporin

6. Caladryl
7. Other medications as specified in writing from the parent or guardian.

(e) No student may carry medications in his or her pocket, purse or on his or her person during school hours; however, the principal may authorize a student to carry nonprescription medication such as an asthma inhaler when a permission form has been signed by the parent and the student's physician has signed the permission form confirming that, because of the student's medical condition, it is necessary that the student retain the asthma inhaler in his/her possession during school hours or at any school related activity.

C. Field Trips

The requirements for the administration of medication while students are away from school property or on official school business shall be the same as those while on school property. All medications including nonprescription medications that are taken on field trips or other official school business must be in the original container. Only trained personnel will administer medication away from the school site except for students who have permission to self-administer emergency medications.

TERM OF AGREEMENT

A. Term of Agreement

This Agreement shall be effective as of July I, 20 I 8, and continue in effect through June 3 0, 202 I, except as provided by Article III of this contract. This agreement is not to be extended orally and it is expressly understood that it shall continue to be valid until a new contract is ratified.

HOLMES COUNTY TEACHERS ASSOCIATION

President

HOLMES COUNTY SCHOOL BOARD

Chairman of the Board

SCHEDULE A
OFFICIAL GRIEVANCE FORM

NAME: _____

SCHOOL: _____ ASSIGNMENT: _____

HOME ADDRESS: _____ HOME PHONE: _____

A. DATE CAUSE OR GRIEVANCE OCCURRED: _____

B. RELATES TO ARTICLE (S): _____ OF CONTRACT OR POLICY _____

C. STATEMENT OF GRIEVANCE:

_____

_____

_____

_____

_____

D. RELIEF SOUGHT: _____

_____

_____ _____
DATE SIGNATURE

E. DISPOSITION OF IMMEDIATE SUPERVISOR:

_____

_____

_____ _____
DATE SIGNATURE

1. Copy to Immediate Supervisor GRIEVANCE NO. _____
2. Copies to Association
3. Copy to Grievant

SCHEDULE B
INTER-SCHOOL TRANSFER REQUEST FORM

NAME:_____ DATE:_____

PRESENT POSITION:

SCHOOL:_____ GRADE OR SUBJECT: _____

I REQUEST THE FOLLOWING TRANSFER:

_____

_____

_____

REASON FOR REQUEST: _____

I UNDERSTAND THAT IF A TRANSFER IS POSSIBLE I WILL BE GIVEN EVERY CONSIDERATION.

_____
TEACHER'S SIGNATURE

DISTRIBUTION:

1 COPY TO SUPERINTENDENT
1 COPY TO ASSOCIATION

REQUEST GRANTED _____

REQUEST DENIED _____

REASON:

_____

_____

_____
SUPERINTENDENT

SCHEDULE C
INTRA-SCHOOL TRANSFER REQUEST FORM

NAME:_____ DATE:_____

PRESENT POSITION:

SCHOOL:_____ GRADE OR SUBJECT: _____

I REQUEST THE FOLLOWING TRANSFER: _____

_____

REASON FOR REQUEST: _____

_____

I UNDERSTAND THAT IF A TRANSFER IS POSSIBLE I WILL BE GIVEN EVERY CONSIDERATION.

_____
TEACHER'S SIGNATURE

DISTRIBUTION:

1 COPY TO PRINCIPAL
1 COPY TO ASSOCIATION

REQUEST GRANTED _____

REQUEST DENIED _____

REASON: _____

_____

SCHEDULE D
SALARIES

Instructional Placement Schedule and Grandfathered Instructional

Step	Placement Schedule for Instructional Personnel	Grandfathered Instructional Personnel
0	40,975	40,975
1	40,975	40,975
2	40,975	40,975
3	40,975	40,975
4	40,975	40,975
5	40,975	40,975
6	40,975	40,975
7	40,975	40,975
8	40,975	40,975
9	40,975	40,975
10	40,975	40,975
11	41,975	41,975
12	42,975	42,975
13	43,975	43,975
14	44,975	44,975
15	45,975	45,975
16	46,975	46,975
17	47,975	47,975
18	48,975	48,975
19	49,575	49,575
20	50,175	50,175
21	50,175	50,595
22	50,175	51,015
23	50,175	51,435
24	50,175	51,855
25	50,175	52,275
26	50,175	52,695
27	50,175	53,535

1. Instructional Personnel and Instructional Therapists on annual contract as of 7/1/2014, or hired after that date, will be paid according to the performance pay instructional salary schedule. Step increases and performance pay will be given annually at the conclusion of Union negotiations.

2. Add 20% for 12 month position and 10% for 11 month position when original position is 10 months.

3. Instructional Supplements and other provisions are listed on page 56.

SALARY SCHEDULE D(P)
Instructional Supplements and Performance Pay Salary Schedule

Performance Pay Instructional Base Salary: $40,975

The base salary shall be the salary paid in the most recent year employed including adjustments. The beginning salary for new hires shall be based on the Placement Salary Schedule for the years completed. Years completed (service) is determined by policy.

Salary Adjustments:

On May 13, 2020, DOE Order No. 2020-EO-2 was released providing relief to school districts from various rules and regulations within the Florida Statutes and the State Board of Education rules. Section V of the Order suspended the requirement for teacher evaluations and any related compensation based on a performance pay schedule. Additionally, Line Item 92 of the 2020 General Appropriations Act included an allocation for the Teacher Salary Increase Allocation, a FEFP component created in Section 1011.62(22), Florida Statutes, to increase the minimum salary of fulltime classroom teachers in the District to $40,975. Furthermore, a portion of the allocation was authorized for other compensation to ALL instructional personnel. By combining this portion with additional general funds, for the fiscal year 2020-21, the District shall provide ALL instructional personnel a minimum SALARY INCREASE of $1,125 and a minimum salary of $40,975.

Instructional Supplements:	**Period**	**Amount**
Beginning Teacher Program (Peer)	Upon Completion	662.00
Speech and Language Pathologists - State Licensed*	Annual	5,000.00
Occupational & Physical Therapist - State Licensed*	Annual	5,000.00
Social Worker and Licensed Mental Health - State Licensed*	Annual	5,000.00
Speech and Language Pathologists or Occupational & Physical Therapist Assistant - BA & Licensed	Annual	1,000.00
Advanced Degree Supplements (paid according to 1012.22 F.S.)*		
Masters Degree Supplement*	Annual	2,410.00
Ed Specialist Degree Supplement*	Annual	3,568.00
Doctorate Degree Supplement*	Annual	4,736.00
Industry Certification per Florida Statute 1011.62(1)(o)(3)	Per student	$25-$100

**See 1012.22 Florida Statutes*

Other Instructional Provisions for Grandfathered and Performance Pay Teachers:

A. 196 contract days with 6 paid holidays.
B. Hourly rate to be paid in accordance with the salary schedule.
C. BA/BS is equivalent to a Bachelor's degree earned at a standard institution of higher learning.
MA/MS is equivalent to a Master's Degree earned at a standard institution of higher learning.
6 Year equivalent to an Educational Specialist Degree earned at a standard institution of higher learning.
Doctorate is equivalent to a Doctor's Degree earned at a standard institution of higher learning.

D. Retired teachers start at Step 7 on supplement schedule D(S) and receive increases based on the Performance Pay Salary Schedule. The ones hired during the 2008-09 school year and rehired for 2009-10 school year will continue to be paid for their years of experience until there is a break in employment with HDSB.
E. Instructional Personnel must be Certified.
F. Years completed (service) is determined by policy.
G. ROTC - Per Contract with Department of the Army (equal to active duty pay)
H. Add 20% for 12 month position and 10% for 11 month position when original position is 10 months.

SCHEDULE E
DIFFERENTIATED PAY SCHEDULE FOR ADDITIONAL DUTIES

Description	# of Games, Activities, or Events	% of Base*	Supplement Amount
Annual/Yearbook - Middle/High	Yearbook	3.41%	1,398.00
Annual/Yearbook - Elementary	Yearbook	1.71%	701.00
Band Director	10	11.09%	4,544.00
Baseball Head Coach	14	10.24%	4,196.00
Baseball Junior Varsity Coach	10	5.97%	2,447.00
Baseball Middle School	8	2.56%	1,049.00
Basketball Head Coach (Boys)	18	11.09%	4,544.00
Basketball Head Coach (Girls)	18	11.09%	4,544.00
Basketball Junior Varsity Coach (Boys)	14	5.97%	2,447.00
Basketball Junior Varsity Coach (Girls)	14	5.97%	2,447.00
Basketball 7th & 8th Grade Coach (Boys)	10	3.41%	1,398.00
Basketball 7th & 8th Grade Coach (Girls)	10	3.41%	1,398.00
Beta Club (Senior)	3	3.41%	1,398.00
Beta Club (Junior)	3	3.41%	1,398.00
Cheerleader Sponsor Varsity (HCHS)	18	7.68%	3,147.00
Cheerleader Sponsor Senior	13	4.27%	1,750.00
Cheerleader Sponsor Junior	8	2.56%	1,049.00
Choral Director	3	3.41%	1,398.00
Class Sponsor Junior	2	3.41%	1,398.00
Class Sponsor Senior	2	3.41%	1,398.00
Drama	3	4.27%	1,750.00
Football Head Coach	9	16.21%	6,642.00
Football Varsity Assist/"B"/JV Coach	9	7.68%	3,147.00
Football 7/8 Coach	4	3.41%	1,398.00
Golf	10	3.41%	1,398.00
Science Research	3	3.41%	1,398.00
Softball Head Coach	14	10.24%	4,196.00
Softball JV Coach	10	5.97%	2,447.00
Softball Middle School	8	2.56%	1,049.00
Student Council	3	3.41%	1,398.00
Track	4	1.71%	701.00
Vocational Ag Farm	Ag farm	8.53%	3,495.00
Vocational - Senior (FBLA, FFA, FCCLA)	10	5.97%	2,447.00
Vocational - Junior High (FBLA, FFA, FCCLA)	4	2.56%	1,049.00
Skills USA (Welding with Industry Certification)	3	3.41%	1,398.00

SCHEDULE E
DIFFERENTIATED PAY SCHEDULE FOR ADDITIONAL DUTIES (continued)

Description	# of Games, Activities, or Events	% of Base*	Supplement Amount
Volleyball - High	12	6.83%	2,799.00
Volleyball - Middle	8	2.56%	1,049.00
Weightlifting	10	3.41%	1,398.00
Based on the Grandfathered Instructional Base Pay $40,975			

SCHEDULE F
DIFFERENTIATED PAY

A. Assignment of Differentiated Pay:

1. The site administrator shall provide a list/posting of all differentiated pay positions for employees as vacancies or new differentiated pay positions occur. These vacancies or new differentiated pay positions shall be posted for 6 working days prior to being filled.

2. All qualified applicants will be interviewed.

3. If the position remains vacant after such action, the site administrator may assign one differentiated pay coaching position activity each year to a P.E. teacher from within the school where the vacancy exists.

B. In order to receive Differentiated Pay:

1. Completed minimum number of scheduled activities.
2. Each teacher must have on file in the principal's office verification of completed minimum number of scheduled activities.
3. Pro-ration will occur if the required number of activities is not met.
4. No teacher may receive differentiated pay for more than two positions unless no other qualified person is available to perform the differentiated pay activity as determined by the principal.
5. The employee may have an option when receiving differentiated pay. They may choose to receive the differentiated pay by the following payment methods: (a) equally divided into pay periods or (b) receive the differentiated pay in final paycheck of the school yea

SCHEDULE G
RETIREMENT SUPPLEMENT

Plan I

A $16,000 retirement supplement will be available to teachers who retire with 30 through 33 years total experience under the following conditions:

1. Total experience shall include all creditable experience except that applying credit for military service shall be solely at the discretion of the individual and shall not affect eligibility for this benefit.
2. The supplement will be payable to teachers only if they resign with an effective date during or at the end of the school year in which they first reach 30 through 33 years of experience and begin immediately to draw benefits.
3. At least 15 of the years have been completed in Holmes County.
4. Notification of intent to retire and to claim this benefit shall be as follows:
   (a) A person planning to retire during a school year shall notify the Superintendent by July 1 prior to retirement.
   (b) A person planning to retire at the end of a school year shall notify the Superintendent by March 1 of that year.
   (c) This retirement supplement shall be payable 45 days after retirement.

Plan II

A person retiring with 33 years or less experience and who is not eligible for the retirement supplement under Plan I shall be eligible for a retirement supplement equivalent to 10% of their annual salary, excluding any supplements, if the following conditions are met.

1. The person shall be eligible to retire under Florida Statutes.
2. The supplement will be payable to teachers only if they resign effective prior to the end of the school year in which they first reach 33 years experience and begin immediately to draw benefits except as follows:
   (a) Those persons with 29 years experience in June of the 1992-93 school year will be entitled to collect this retirement supplement whatever the year of their retirement.
3. At least 10 of the years have been completed in Holmes County.
4. Notification of intent to retire and to claim this benefit shall be as follows:
   (a) A person planning to retire during a school year shall notify the Superintendent by July 1 prior to retirement.
   (b) A person planning to retire at the end of the school year shall notify the Superintendent by March 1 of that year.

NOTE: IT SHALL BE THE RESPONSIBILITY OF EACH TEACHER TO DETERMINE THE FIRST YEAR FOR RETIREMENT AND TO MEET THE REQUIREMENTS SET FORTH ABOVE FOR COLLECTION OF THE SUPPLEMENT.

SCHEDULE H
BENCOR RETIREMENT PLAN

A. The Special Pay Plan computes terminal pay for the employee. The employer contributes those amounts to a special account.

1. The contribution occurs during DROP and at termination of the employee.
2. The contribution includes sick leave, annual leave, and bonuses.
3. The contribution to the special account is not subject to FICA taxes.

B. Participation is mandatory and non-elective for the class of employees the plan is adopted for.

1. Maximum contribution is per IRS Guidelines for a 401A and a 403 B Plan. Currently this amount is 50% of gross compensation up to a maximum of $80,000 dollars.
2. Gross compensation equals plan year compensation plus "special pay".

C. The contribution to the special account may be withdrawn by the employee form the account immediately (within one to two weeks) upon request or may leave their funds invested in the plan.

1. Withdrawals are subject to Federal Income Tax.
2. Withdrawals are subject to an early withdrawal IRS penalty of 10% if withdrawn beforeage 55.
3. There will be a stop loss provision to offset the IRS 10% penalty by the School Board. (If the funds are are withdrawn within the first 60 days from the date of the School Board's payment of benefits to the plan administrator.)

(a) The stop loss will equal the difference between the 10 percent penalty and the FICA rate (the rate the employee would be subject to if the plan were not in effect) in the amount of 2.35%.

4. Contributions will be placed in a fixed income account.
5. Employees may manage their own investment plan.

D. It is understood the HCSB will save FICA taxes for every teacher in Holmes County who retires under the Bencor Plan.

1. These FICA savings will be directed into the General Fund and will be earmarked for terminal pay expenses.
2. By June 30 of each school year the HCTA Bargaining team will receive a printout of the total amount of dollars returned to the General Fund.

Holmes County School Board
Election For Annual Payment Of Currently Earned Sick Leave

I, (print)_____, do hereby elect to receive payment for accumulated sick leave earned in the current fiscal year per the provisions of Florida Statute 1012.61(2)(a)(3) and School Board resolution.

I am employed with the instructional or educational support staff.

I elect to receive payment for the following number of days,_____.

I understand:

I must submit my election form to the Finance Department by May 1 annually,
I must maintain a minimum of ten (10) sick leave days at all times,
The salary schedule in effect at the time of election will determine the rate of payment,
Payment will be made at 80% of the current daily rate of pay,
Payment will be made July 16 following the fiscal year of election,
Payment will be prorated in the event the total cost for all employees exceeds $15,000, and
Sick leave days purchased will be deducted from my total accumulated.

_____ _____
Signature Date

****

School Board Use

a. Sick leave days eligible for buyout _____

b. Daily rate of pay _____ x 80%

Total eligible (a x b) _____

Prorated amount _____

Approved (the lesser of the two): _____

_____ _____
Approved Date

SCHEDULE J:
ADDITONAL WORK DAYS

The positions below have approved duty days outside of their normal contract period. These days will run from June - May for each year.

Position	School Type	FTE per Guidance/ Curriculum Position	# of Days
Guidance/Curriculum	Elementary	0-350	5
Guidance/Curriculum	Elementary	351-700	10
Guidance/Curriculum	High School	0-350	10
Guidance/Curriculum	High School	351-700	15
Guidance/Curriculum	Combination	0-350	5
Guidance/Curriculum	Combination	351-700	10
Guidance/Curriculum	Combination	701-1500	15