

AMENDMENTS

2006-2009 COLLECTIVE BARGAINING AGREEMENT

between

THE SCHOOL BOARD OF ALACHUA COUNTY

and

THE ALACHUA COUNTY EDUCATION ASSOCIATION

for

TEACHERS

NOVEMBER 20, 2007

AMENDMENTS TO 2006-2009 COLLECTIVE BARGAINING AGREEMENT

DATE: November 20, 2007

ARTICLE VI. TEACHER RIGHTS

Section 3. Notification of Inquiries/Investigations

To the extent permitted by law, the Superintendent or designee will notify teachers in a timely manner of inquiries and/or investigations pertaining to the teacher made to the school system by outside agencies.

The Superintendent or designee will notify teachers of formal written/notarized complaints pertaining to the teacher made to the Personnel Department through the procedures established by The Human Resources Division. Teachers will receive notification and all related documentation, to the extent permitted by law, within a reasonable amount of time.

Section 10. Professional Service Contract (PSC)

(a) Teachers who have held a continuing contract or a professional service contract in a Florida school district will, after a school year of satisfactory probationary service and after having been recommended by the Superintendent for a professional service contract, be granted a professional service contract upon being reappointed by the Board. The Superintendent may recommend another up to two more years of probationary service, giving good and sufficient reasons or if the teacher agrees to a waiver in writing each year the probationary period is extended. For purposes of Section 10, paragraph (a), a school year of service is defined as employed for 135 days.

Section 11. PSC, Return to Annual Contract/Dismissal

A teacher's professional service contract shall be renewed each year unless the Superintendent, after receiving the required recommendations, charges the teacher with unsatisfactory performance and has notified notifies the teacher in writing, no later than six weeks prior to the end of the post-school conference period, of performance deficiencies which, if not corrected during the subsequent year of employment, may result in termination of employment. The following procedures shall apply:

1. On receiving Upon delivery of a notice of unsatisfactory performance, the evaluator must confer with the teacher, make recommendations with respect to specific areas, upon request, shall be accorded an opportunity to meet with the Superintendent or designee for an informal review of the determination of unsatisfactory performance and provide assistance in helping to correct deficiencies within a prescribed period of time.

2. A The teacher shall be placed on performance probation for 90 calendar days following the receipt of the notice of unsatisfactory performance to demonstrate corrective action. School holidays and school vacation periods are not counted when calculating the 90 calendar days. During the 90 calendar days, the teacher must be evaluated periodically and apprised of progress achieved and must be provided assistance and inservice training opportunities to help correct the noted performance deficiencies. At any time during the 90 calendar days, the teacher notified of unsatisfactory performance may request an opportunity to

~~be considered for a transfer to another appropriate position, with a different supervising administrator, for the subsequent year of employment.~~ Such requests will not be unreasonably denied.

~~3. During the subsequent year, the teacher shall be provided assistance and inservice training opportunities to help correct the noted performance deficiencies. The teacher shall also be evaluated periodically so that he will be kept apprised of progress achieved.~~

~~43. Not later than six weeks prior to~~ Within 14 days after the close of the ~~post-school conference period of the subsequent year,~~ 90 calendar days, the evaluator must assess the Superintendent, after receiving and reviewing the required recommendation, shall notify the teacher in writing, whether the performance deficiencies have been corrected and ~~whether the employee will be recommended for a return to P.S.C.~~ forward a recommendation to the Superintendent. Within 14 days after receiving the evaluator's recommendation, the Superintendent must notify the employee who holds a professional service contract in writing whether the performance deficiencies have been satisfactorily corrected and whether the Superintendent will recommend that the Board continue or terminate his employment contract. ~~If so, a new professional service contract shall be issued to the teacher. If the performance deficiencies have not been corrected, the Superintendent may notify the Board and the teacher, in writing, that he shall not be issued a new professional service contract. If the recommendation of the Superintendent is not to issue a new professional service contract, and the teacher wishes to contest~~ such the Superintendent's recommendation, he will have must, within 15 days, excluding school holidays, from ~~after~~ receipt of the Superintendent's recommendation to demand submit a, in writing, written request for a hearing. In such ~~The~~ hearing, ~~the teacher may raise as an issue, among other things, sufficiency of the Superintendent's charges of unsatisfactory performance. Such hearing~~ shall be conducted at the ~~teacher's~~ Board's election in accordance with one of the following procedures:

a. A direct hearing conducted by the Board within ~~45- 60~~ calendar days ~~of~~ after receipt of the written appeal. The hearing shall be conducted in accordance with Chapter 120, Florida Statutes. A majority vote of the full membership of the Board shall be required to sustain the Superintendent's recommendation. The determination of the Board shall be final as to the sufficiency or insufficiency of the grounds for termination of employment; or

b. A hearing conducted by ~~an hearing officer~~ administrative law judge assigned by the Division of Administrative Hearings of the Department of ~~Administration~~ Management Services. The hearing shall be conducted within ~~45- 60~~ calendar days of receipt of the written appeal in accordance with Chapter 120, Florida Statutes. The recommendation of the ~~hearing officer~~ administrative law judge shall be made to the Board. A majority vote of the full membership of the Board shall be required to sustain or change the hearing officer's recommendation. The determination of the Board shall be final as to the sufficiency or insufficiency of the grounds for termination of employment.

5. A teacher's professional service contract may be renewed each year by letter, referencing the teacher's current contract status. This procedure in no way diminishes the rights bestowed by a professional service contract.

ARTICLE VII. GREIVANCE PROCEDURES

Section 7. Informal Discussion:

(A) In the event a teacher believes there is a basis for a grievance, the individual will first discuss the grievance with the building principal or immediate supervisor. No grievance will be processed until such informal discussion has been held. The teacher will initiate the discussion by notifying the building principal or worksite supervisor in writing. The written notification shall provide the worksite supervisor or principal with a minimum of the topic of the discussion and may also include more detailed information with the goal of quickly resolving the matter at the informal discussion level. This notification will occur within ~~five (5)~~ ten (10) days after the grievant knew, or should have known, of an occurrence leading to the possible grievance. A meeting will be conducted within ~~fifteen (15)~~ ten (10) days after receipt of the written notification from the teacher. The time may be extended by written mutual agreement between the parties.

(B) In the event a teacher believes there is a basis for a grievance based on a violation of Policies ~~5.04 2260~~, “Non-Discrimination and Access to Equal Educational Opportunity”, ~~6.44 3122~~, “Unlawful Discrimination Prohibited Non-discrimination and Equal Employment Opportunity”, or 6.114 3362, “Prohibition of Sexual Harassment by Employees Anti-Harassment” or 6.112, “Prohibition of Race/National Origin Harassment by Employees”, the teacher shall have 60 days, instead of five days, in which to initiate discussion with the worksite supervisor. Such grievances shall continue to be governed by the remaining provisions of Article VII of the Instructional Contract, not Policy ~~6.84 3470~~, Grievance Procedure.

ARTICLE X. LEAVES

Section 11. Personal Leave, Without Pay

(b) Extended personal leave without pay is available to teachers on continuing or professional service contract upon request. Normally personal leave without pay requests will not be for more than one school year, but may be extended for one more year with the approval of the Board. Such leave will not be available for the purpose of accepting employment of a permanent nature. When possible, requests for such leave for the first year will be initiated no later than July 1. When possible, requests for such leave for the next year will be initiated no later than April 1.

ARTILCE XI. TRANSFERS/VACANCIES

Section 2. Vacancies, Posting

(a) The Board will post a list of known teaching vacancies for the coming school year on the Alachua County Public Schools' internet web site. The first list will be posted by May 10. An updated list will be posted by June 1 and prior to the Job Fair. Vacancies for the upcoming school year will not normally be filled prior to May 15.

(b) The Board agrees that it will not fill new part-time positions until qualified, currently employed part-time teachers have been notified of the new position and allowed to apply. Current procedures for posting vacancies will satisfy this notification requirement. When qualifications are substantially equal, currently employed part-time teachers will be given preference in hiring over applicants not currently employed.

For the 2007-2008 and 2008-2009 school years only, the following provisions shall apply:

(a) The Board will post a list of known teaching vacancies for the coming school year on the Alachua County Public Schools' internet web site. The first list will be posted by May 1

and updated daily as changes occur. Vacancies for the upcoming school year will not normally be filled prior to May 10.

(b) The Board agrees that it will not fill new part-time positions until qualified, currently employed part-time teachers have been notified of the new position and allowed to apply. Current procedures for posting vacancies will satisfy this notification requirement. When qualifications are substantially equal, currently employed part-time teachers will be given preference in hiring over applicants not currently employed.

The Association and the Board agree to form a joint committee composed of three (3) representatives from the Association and three (3) representatives from the Board to review the deadlines for posting and filling vacancies.

The committee will meet during the 2007-2008 school year to develop a recommendation to be effective with the 2009-2010 school year. The committee's recommendation will be presented to the respective bargaining teams no later than June 30, 2008, for consideration during 2008-2009 negotiations.

Section 4. Transfer Procedures, Coming School Year

(a) Teachers may apply for transfer no later than May 20 to be effective for the next school year. Reasons for the request need not be given.

(b) The Board will publish and post in each school, in an area frequented and accessible to teachers, a list of teachers requesting transfers for the coming year on or about May 20 and will send the list to all principals. All teachers on this transfer list will have the opportunity to interview with school based administrators at an interview forum prior to the last day of post planning. Teachers requesting a transfer to more than one school will have the opportunity to interview during the forum with administrative representatives from at least two schools of their choice. An updated vacancy list will be posted at the forum.

(c) If transfer requests are made for a specific vacancy in a given school by a teacher with no significant deficiencies on his most recent appraisal, the Personnel Services Division will check for appropriate certification and forward all requests of teachers meeting certification to the principal. The principal will give priority consideration to those teachers making such requests. Teachers will be notified of acceptance or rejection within seven (7) days of the principal's decision. No teacher will be hired to fill a specific vacancy for the next school year until all properly certified teachers requesting transfer to the position by June 10 have received priority consideration. A teacher who meets the requirements of this section may request an interview for a specific vacancy.

For the 2007-2008 and 2008-2009 school years only, the following provisions shall apply:

(a) Teachers may apply for transfer no later than May 1 to be effective for the next school year. Reasons for the request need not be given.

(b) The Board will publish and post in each school, in an area frequented and accessible to teachers, a list of teachers requesting transfers for the coming year on or about May 1 and will send the list to all principals. All teachers on this transfer list will have the opportunity to interview with school based administrators at an interview forum prior to May 10.

Teachers requesting a transfer to more than one school will have the opportunity to interview during the forum with administrative representatives from at least two schools of their choice. An updated vacancy list will be posted at the forum.

(c) If transfer requests are made for a specific vacancy in a given school by a teacher with no significant deficiencies on his most recent appraisal, the Personnel Services Division will check for appropriate certification and forward all requests of teachers meeting certification to the principal. The principal will give priority consideration to those teachers making such requests. Teachers will be notified of acceptance or rejection within seven (7) days of the principal's decision. No teacher will be hired to fill a specific vacancy for the next school year until all properly certified teachers requesting transfer to the position by May 10 have received priority consideration. A teacher who meets the requirements of this section may request an interview for a specific vacancy.

The Association and the Board agree to form a joint committee composed of three (3) representatives from the Association and three (3) representatives from the Board to review transfer procedures.

The committee will meet during the 2007-2008 school year to develop a recommendation to be effective with the 2009-2010 school year. The committee's recommendation will be presented to the respective bargaining teams no later than June 30, 2008, for consideration during 2008-2009 negotiations.