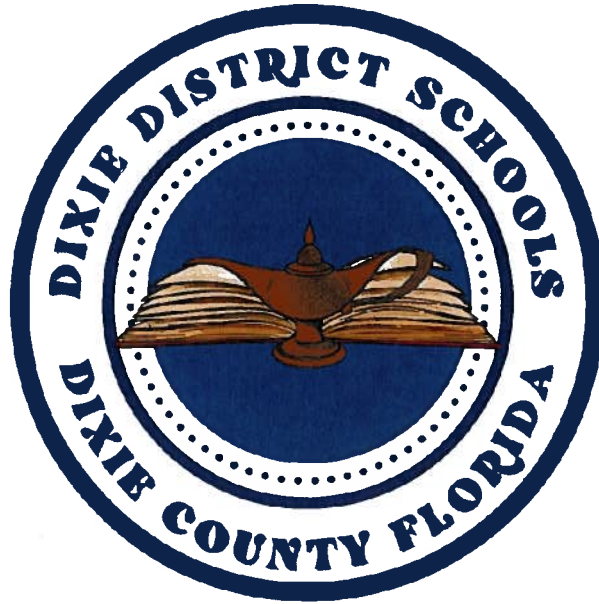




INSTRUCTIONAL CONTRACT

**BETWEEN THE
DIXIE COUNTY EDUCATION
ASSOCIATION
AND THE
DIXIE COUNTY SCHOOL BOARD**

July 2026 - June 2029

(Revised 09/12/2023)

INSTRUCTIONAL CONTRACT

TABLE OF CONTENTS

		Page Number
	Table of Contents	2
Article I	Recognition	3
Article II	Association Rights and Teacher Rights	4
Article III	Bargaining Procedures	5
Article IV	Grievance Procedure	6
Article V	Teaching Conditions	8
Article VI	Class Size, Class Load and Specialized Instruction	11
Article VII	Teacher Authority and Student Discipline	12
Article VIII	Teacher Duty Day	14
Article IX	Transfers and Reassignments	15
Article X	Vacancies and Promotions	16
Article XI	Teacher Evaluation	17
Article XII	Reduction in Personnel	18
Article XIII	Leaves	19
Article XIV	Staff Development Programs	22
Article XV	Academic Freedom	23
Article XVI	Political Activity	24
Article XVII	School Calendar	25
Article XVIII	Professional Compensation	26
Article XIX	Insurance and Fringe Benefits	27
Article XX	Management Rights	28
Article XXI	Miscellaneous	29
	Term of Agreement	30

APPENDICES

Appendix A	Membership Application	31
Appendix B	Official Grievance Form	32
Appendix C	Salary Schedule	33
Appendix D	Hourly Wage Schedule for Instructional Personnel	34
Appendix E	Method of Compensation	35
Appendix F	Supplement Salary Schedule	36

ARTICLE I

RECOGNITION

- A. The Association recognizes the Board as a legally constituted body Under F.S. 230.01 and as the duly elected representative of the people and agrees to negotiate only with the Board, through the Chief Executive Officer or his designee. It is also acknowledged that the Board's primary concern will be interests of students, parents, the public, and all employees.
- B. The Board hereby recognizes the Association as the exclusive bargaining representative for the classroom teachers, teachers on special assignment, media specialists, occupational specialists, Director of Title I, and guidance counselors, but excluding: the Superintendent, Assistant Superintendent, Directors, Coordinators, Principals, and Assistant Principals.
- C. The term "teacher", when used hereinafter in this agreement, shall refer to all professional members of the instructional staff represented by the Association in the bargaining unit as defined above.

ARTICLE II

ASSOCIATION RIGHTS AND TEACHERS' RIGHTS

- A. The Association and its Representatives may use the school buildings for their meetings after securing approval from the building principal so long as the use does not interfere with the educational program and does not conflict with previously scheduled meetings.
- B. The Association and its Representatives shall have the right to use the school facilities and office equipment, such as duplicating equipment and audio-visual equipment, at times other than school hours and after securing approval from the building principal. The Association shall furnish its own materials and supplies for such use.
- C. The Association shall have the right to post notices of activities and matters of Association concern on commonly used or centrally located bulletin boards in each school/work center. The Association shall have the right to use mailboxes and email for communications. After student dismissal, and after securing permission of the building principal/immediate supervisor, the Association shall have the right to use the intercommunication system for communication to employees. Each principal/immediate supervisor shall be provided with a copy of Association material distributed at his/her assigned school/work site.
- D. Authorized representatives of the Association shall be permitted to transact official Association business on school/work site property during an employee's working hours with prior written approval of the principal/work site supervisor or designee.
- E. The Board agrees to allow the Association to examine and copy all materials which are a matter of public record. The Board may charge no more than the cost of duplicating records requested. The Board will provide the Association three (3) printed copies or an electronic copy of the District Summary Budget, Annual Financial Report, and a current scattergram by September 30 each year, without charge.
- F. All teachers individually or through the Association will be placed on the agenda of regular or special Board meetings provided requests are made in accordance with the Administrative Procedures Act (APA).
- G. The Board shall maintain any payroll deduction programs presently in existence which would be unavailable to the teacher through payroll deductions or which would significantly penalize the teacher financially by dropping said program.
- H. With respect to all sums deducted by the Board pursuant to authorization of the employee, the Board agrees promptly to disburse said sums.
- I. The Board shall provide appropriate space for the Association to maintain a centrally located office.
- J. DCEA Representatives shall be offered the opportunity at each faculty meeting to present brief reports and make announcements.
- K. The agenda and all supporting materials and minutes for Board meetings shall be sent to the Association President at the same time and in the same manner that it is sent to Board members.
- L. The president or his/her designee shall be permitted to request DCEA leave to transact Association business or to attend Association meetings and conferences. The DCEA shall be permitted to use up to ten (10) days annually, with no one individual using more than five (5) of those days. The cost of travel and per diem shall be borne by the Association.

ARTICLE III

BARGAINING PROCEDURES

- A. Matters not specifically covered by this Agreement, but of concern to both parties, shall be subject to professional negotiation between them from time to time during the period of this Agreement upon mutual agreement by both parties.
- B. Representatives of the Board and the Association may meet upon the request of either party during the regular school year to resolve problems that may arise under this Agreement. These meetings are not intended to bypass the bargaining or grievance procedures. Any amendment to this Agreement shall be subject to ratification by the Board and the bargaining unit.
- C. If either party desires to negotiate, modify, amend, or terminate this Agreement upon its expiration, a written notice must be submitted to the other party prior to April 1 of the year in which the Agreement expires.
- D. In any bargaining described in this agreement, neither party shall have any control over the selection of the bargaining representative of the other party. It is recognized that before any agreement reached by the bargaining representatives can be executed, it must be ratified by a majority of the Board and a majority of the voting members of the bargaining unit. Both parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of bargaining. Throughout bargaining, all tentative agreements shall be signed by representatives designated by each party.
- E. Should an impasse occur, then either party, or both parties jointly, may petition for a mediator as a means of attempting resolution of the item or items in dispute. The initial recourse shall be to petition the Federal Mediation and Conciliation Service (FMCS) for a mediator.

In the event that a solution cannot be reached through mediation, by mutual agreement of both parties, the impasse shall then be submitted to a special master under the Public Employees Relations Commission (PERC) guidelines.
- F. The articles of this Agreement will automatically be contained in successor Agreements except for those items contained herein and proposed by either party for re-negotiation, which shall be subject to negotiations as provided in this article.
- G. All negotiations shall be in accordance with applicable Florida Statutes and PERC guidelines.

ARTICLE IV

GRIEVANCE PROCEDURE

- A. Purpose. The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to any grievances which may arise.
- B. Definitions. The term "grievance" shall be defined as a written allegation that a violation involving an interpretation or application of a specific article and section of this Agreement has occurred. Grievances involving non-renewal of annual contract teachers and granting of promotions will not be subject to Level III. The term "grievant" shall mean an employee or group of employees or the Association filing a grievance. The term "employer" shall mean the School Board or the administration. The term "days" shall mean calendar days. When the last day of any step falls on a non-working day, the first workday thereafter will be considered the last day.
- C. Time Limits. Time limits may be extended by mutual written agreement between the Association and the Superintendent.
- D. End of Year Grievances. In the event that a grievance is filed at such time that it cannot be processed through all of the steps in the grievance procedure by the end of the school's year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school's year or as soon thereafter as possible, unless both parties mutually agree otherwise.
- E. Time. All grievances shall be processed during non-student contact hours.
- F. Filing. Within thirty (30) calendar days following knowledge of the act or condition which is the basis for the grievance, the grievant may file a grievance with the building principal or other immediate supervisor or designated representative. If such action is not taken within this time, the grievant waives his/her right to the grievance procedure. Each reoccurrence of the act/condition constitutes a new basis for a grievance. If the grievance involves a teacher's evaluation, it must be filed within 14 calendar days of the grievant signing the evaluation.
- G. Representation. All employees may have the right of Association representation in each step of the grievance procedure. No grievant may be required to discuss any grievance if the Association representative is not present. The adjustment of grievances shall not be inconsistent with the collective bargaining agreement, and the bargaining agent will be given the opportunity to be present and make statements at each formal step. On the same day the employer decision is delivered to the grievant, the bargaining agent's representative shall be notified that a copy is available for pick-up. No grievance may be submitted to arbitration without the knowledge of the bargaining agent. A grievant shall not be represented by a representative of any other employee organization.
- H. Informal Discussion. In the event an individual teacher believes there is a basis for grievance, the individual shall first discuss the alleged grievance with the building principal or other immediate supervisor or designee personally or accompanied by the Association Representative. Should a grievant file a grievance that involves more than one (1) work site, the informal step shall begin with the Director of Human Resources. Within five (5) days after presentation of the grievance, the administrator shall give an answer to the complainant(s).
- I. Level I. If the grievant is not satisfied with the informal resolution he/she may, within five (5) calendar days of the oral answer, file a formal grievance on the proper form provided in Appendix B of this Agreement. A copy of the grievance shall be delivered to the building principal or other immediate supervisor or designee. The building principal or other immediate supervisor or designee shall have five (5) calendar days after receipt of the grievance to give a written decision. Upon mutual agreement of the grievant and the building principal or other immediate supervisor or designee, a conference at this level may be waived.

- J. Level II. If the grievance is not settled to the grievant's satisfaction or if a written decision is not submitted within five (5) calendar days of filing at Level I, the grievant may move to Level II by written notice to the Superintendent or his designated representative. The Superintendent or his designee shall have five (5) calendar days after receipt of the grievance in which to hold a conference with the grievant.
- K. Level III. If the grievance is not solved at Level II to the grievant's satisfaction, or if a written decision is not submitted within ten (10) days of filing at Level II, the grievant, with or without the Association, within 15 days may move the grievance to arbitration. If the question of arbitration is raised by the Board, the question shall be determined in the first instance by the arbitrator. The arbitrator shall confer with the grievant, the representatives of the Board and the Association, and hold hearings promptly and shall issue a decision not later than twenty (20) days from the date of the close of the hearings or final submissions. The arbitrator's decision shall be in writing and shall set forth findings of facts, reasoning and conclusions on the issues submitted unless the Association, the Board, or the grievant shall request an expedited decision of the arbitrator and shall be final and binding upon both parties.
- L. Selection of Arbitrators. In the event arbitration becomes necessary, the parties agree to have the Superintendent and the Association's President attempt to mutually agree on an arbitrator. If no agreement is reached, either party may petition the Federal Mediation and Conciliation Service (FMCS) for the list of five (5) arbitrators. Beginning with the Association or grievant, the Association or grievant and Board will each alternately strike two (2) names. The person remaining shall be the arbitrator for Level III.
- M. Costs. The cost of the services of the arbitrator shall be borne by the losing party. If the grievant without the Association's approval moves the grievance to arbitration, he/she shall pay the costs if the grievant is the losing party.
- N. No Reprisals. No reprisals shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure. No documents of any kind or form pertaining to the initiation, processing or settlement of any grievance whatsoever shall be placed in the personnel file of any non-administrative or non-supervisory employee.
- O. Guarantee of Resolution. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- P. Withdrawal. The Association and grievant, upon mutually agreeing that it best suits the interest of the parties, may withdraw the grievance at any point in the process.

ARTICLE V

TEACHING CONDITIONS

- A. When it is necessary to assign teachers to non-instructional supervisory duties, such assignments will be made after input from the teachers involved.
 - 1. Teachers shall not be required to perform duties for teachers who are absent.
- B. The Board agrees to provide individual and adequate teaching stations for all teachers which include operable heating and air conditioning systems.
 - 1. The Board further agrees to provide each school monies to be used for teaching supplies, both consumable and non-consumable.
 - 2. In addition to individual teacher supply funds, the Board will budget monies to provide departmental/grade level funds to purchase specialized materials and equipment. These monies are to be provided in the individual school center budgets and will be administered by the building principal or designee.
- C. It is recognized that teachers must meet the individual needs of all students. Therefore, the Board agrees that teachers shall be provided the opportunity to share their input and recommendations in the selection of primary or supplemental materials in their grade level or content area. In addition, sufficient multi-level or multi-text materials will be provided to insure that each student has access to his or her own textbook during class. The selection of primary and supplemental materials shall be made in accordance with district policy and state law.
 - 1. A copy of the teacher's edition for all texts used in each course taught will be provided for each teacher of that course, when available from the publisher.
 - 2. Teachers shall not be financially responsible for textbooks, supplies or pieces of equipment that are lost, stolen or destroyed by other persons unless that teacher is found negligent by the administration. Teachers are expected to exercise reasonable control, under the direction of the principal, over textbooks, supplies, and technology equipment.
- D. The Board agrees to make available in each school office equipment and copying facilities to aid teachers in the preparation of instructional materials. Paper for reproducing sufficient copies will be provided.
- E. There shall continue to be a functioning instructional materials center (library) in each school staffed in accordance to need as established by the Board.
- F. The Board shall provide procedures that allow full opportunity for all teachers to be involved in such activities as: reviewing and evaluation of books and other instructional materials; participation in comprehensive planning; accomplishment of other curriculum instruction tasks involving review, analysis, and/or evaluation. All teachers shall be required, when assigned by their principal, to participate in such activities.

The final recommendations of each committee shall be duplicated and distributed to all schools affected and to the Board.

- G. The Board shall provide in each school: restrooms and a minimum of one (1) faculty lounge for teacher use. The faculty lounge shall be primarily for use of faculty, staff, and administrators. No students shall be allowed in the faculty lounge during the normal teacher work hours for that particular school, unless the lounge is needed by the principal in conducting normal school programs.
- H. The School Board will provide in each school lounge a telephone, restricted to local calls only, for the purpose of parent-teacher conferencing and other school related communications.
- I. The Board shall not require a teacher to work under conditions determined to be unsafe or hazardous or perform tasks which would endanger the teacher's health or safety.
- J. A teacher may use his/her classroom for a private conference room for necessary teacher conferences with parents or students. Teachers without a classroom shall use such room as the principal may assign.
- K. When school is not in session, teachers may be given access to the building by arranging such access with the building principal or his designee.
- L. Observation of a teacher's class by persons other than district and school administrative/supervisory personnel shall be allowed only after consent has been granted by the building principal and the teacher involved.
- M. The Board shall provide smocks and safety glasses for all teachers assigned subject areas where the teacher is subjected to more-than-expected grease, dirt, chemicals, art materials, and similar agents.
- N. Classrooms in which classes are being held shall be free of unnecessary interruptions by custodial staff or intercommunication systems.
- O. It is the desire and goal of the Board to maintain the school facilities adequately with other than instructional staff.
- P. Employee Discipline
 - 1. Any employee summoned to the office of a principal or immediate supervisor where there exists no principal, or their designees for a conference which may lead to disciplinary action or reprimand, shall have the right to request Association representation and shall be informed of this right. If representation is provided, the employee shall have the right to be accompanied at the conference by up to two (2) representatives of the Association and shall be informed of this right.
 - 2. Employees shall be given two (2) days notice and a statement of the reason for conference, except in cases deemed by the supervisor to be an emergency. When Association representation is requested, and the employee is to be represented by Association, the conference must be scheduled at a time when Association representation (building representative or bargaining agent representative, where appropriate) can be present.
 - 3. A conference, which may lead to disciplinary action or reprimand not held in accordance with these conditions, shall not be considered a part of the employee's personnel file or record and neither the fact of the conference nor any statements made at the conference may be used in any subsequent proceedings or reprimand involving the employee.
 - 4. A conference, as described above, shall not prohibit the supervisor from engaging in conversation, discussion, clarification, with any employee nor prohibit the supervisor from addressing such previous occurrences in the conference, nor shall it prohibit the supervisor from placing in the employee's personnel file such previous occurrences.
 - 5. Disciplinary action may not be taken against an employee unless substantiated by evidence that supports the recommended disciplinary action.

6. Where substantiated evidence warrants such action(s), an employee may be demoted suspended, or dismissed upon recommendation of the immediate supervisor to the Superintendent. Unless circumstances warrant immediate disciplinary action, progressive discipline shall be administered as follows:
 - a. Verbal warning
 - b. Employee conference (written warning)
 - c. Written reprimand (final warning)
 - d. Suspension with or without pay
 - e. Dismissal by Board action
7. An employee against whom action is to be taken under this section shall have the right to review all documents or records relied upon to support the proposed action and shall be given a copy upon request.
8. When a principal/supervisor deems it necessary to discipline an employee, said disciplinary action should be made in private and with discretion.
- Q. The Board will assume the cost of fingerprinting and/or "background" check of all employees, who have been actively employed by the district for at least one (1) year.
- R. No complaint or reference to a complaint made against a teacher shall be included in the teachers' personnel file unless the matter is first reported to the teacher in writing.
- S. When a teacher is involved in circumstances which he/she believes could lead to dismissal or to a return to annual contract, the teacher may have Association representation at any conference between the school administrator(s) and the teacher which relates to the matter.

ARTICLE VI

CLASS SIZE, CLASS LOAD AND SPECIALIZED INSTRUCTION

- A. Reasonable efforts will be made by the Board to provide equipment necessary for proper instruction in those classes such as laboratories and industrial arts.
- B. Counselors will be maintained in the schools at no less than one per school.
- C. Where it is determined that multi-grade classrooms are in the best interest of the school system, the teacher(s) assigned to such classrooms will meet with the appropriate administrator to discuss specific needs of a multi-grade classroom. The administrator responsible for scheduling students to a multi-grade classroom will take into consideration the specific needs of such a class when placing students. When the teacher(s) responsible for teaching the multi-grade class believe(s) that a problem exists, which the appropriate administrator may solve (number of students, materials available, etc.), he/she will discuss the problem with the administrator.
- D. Any teacher may recommend in writing to his/her school administrator or school counselor the testing and evaluation of any student considered by the teacher to be eligible for exceptional student education classes.

ARTICLE VII

TEACHER AUTHORITY AND STUDENT DISCIPLINE

- A. Teachers will be expected to be the first line of discipline for students according to expectations established at each school level.
- B. A teacher has a right to send a student to the office whenever a student is involved in a disturbance in the classroom. The teacher will notify the office immediately when a student is sent to the office.
- C. It is the responsibility of the administration to determine and administer discipline in accordance with the Code of Student Conduct. Deviations from the code will be followed by a conference with the referring teacher regarding the action taken. Records of administrative disciplinary action shall be maintained on students referred to them by teachers in the district's Student Information System. Such records will be made available to teachers.
 - 1. The foregoing shall not be subject to the grievance procedure and shall not be considered a "grievance."
- D. Any case of assault upon a teacher shall be promptly reported to the principal or his/her designee. A Board representative will advise the teacher of his/her rights and obligations with respect to such assault.
 - 1. LEGAL COUNSEL FOR EMPLOYEES. All cases of assault involving a teacher shall be promptly reported by the teacher through the building principal who shall then immediately notify the Office of the Superintendent so that an investigation of the assault can begin. The Board may provide legal counsel to advise the teacher of his/her rights and obligations with respect to the assault.
- E. Teachers shall report school-related damages and/or destruction of personal property to the principal. The Board may reimburse teachers for such damages and/or destruction of personal property.
- F. Guidance counselors normally will not be expected to discipline or punish students, but may be required to do so in some incidents.
- G. Teachers, when acting within the scope of their authority, may use force as necessary to protect themselves.
- H. The administration shall make available to teachers prior to the opening of school, rules and regulations governing the use of corporal punishment.
- I. In accordance with F.S. 1003.32, teachers have the authority to remove a student from class:
 - a. whose behavior has been documented by the teacher to repeatedly interfere with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn. Documentation shall consist of at least three (3) office referrals and the teacher has (i) held a teacher/student conference with the student (ii) documented a good faith attempt to contact the parent by phone and/or by mail to discuss the problem or hold a parent/teacher conference (iii) provided some sort of behavior modification, as determined by the teacher
 - b. whose behavior is so disobedient, violent, abusive, uncontrollable, or disruptive that it seriously interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn.
 - 1. If a teacher removes a student from class, the principal may place the student in another appropriate classroom, in in-school suspension or in an alternative program; or the principal may recommend the

student for out-of-school suspension or expulsion, as appropriate. The student may be prohibited from attending or participating in school-sponsored or school-related activities. The principal may not return the student to that teacher's class without the teacher's consent unless the placement review committee determines that such placement is the best or only available alternative. The teacher and the placement review committee must render decisions within five (5) days of the removal of the student from the classroom.

2. Each school shall establish a placement review committee to determine placement of a student when a teacher withholds consent to the return of a student to the teacher's class. Committee membership shall include at least the following: two (2) teachers (one selected by the school's faculty and one selected by the teacher who has removed the student) and one (1) member of the schools' staff who is selected by the principal. Note: the teacher who withheld consent to readmitting the student may not serve on the committee.

ARTICLE VIII

TEACHER DUTY DAY

- A. The length of the teacher workday on student contact days shall be seven and one-half (7 ½) continuous hours, and shall be between 7:30 a.m. and 3:30 p.m. Teachers shall be required to report for duty at a time established by the building principal. However, by mutual agreement between the teacher and the principal, or other responsible supervisor, the duty hours may vary so long as the total duty time of seven (7) hours and thirty (30) consecutive minutes is worked.
 - 1. The length of day on non-student contact days shall be six (6) continuous hours inclusive of lunch.
 - 2. Instructional personnel will be dismissed fifteen (15) minutes after the normal student dismissal time on days preceding a non-student attendance day. The normal dismissal time is considered to be the normal release time at the close of a full day of school.
- B. All teachers shall be entitled to a lunch period of not less than thirty (30) consecutive minutes. The building principal may, but will not be required to, assign teachers lunchroom responsibilities.
- C. All elementary teachers, including special subject areas, shall have two hundred twenty-five (225) minutes of planning each full work week with at least twenty-five (25) of those minutes consecutively each day, and all secondary teachers shall have fifty (50) continuous minutes of planning unless Federal or State program requirements deem otherwise. This is in addition to the teacher's lunch period. Teachers may volunteer to teach or perform other duties during their planning time.
- D. Teacher participation in extra-curricular activities will be strictly voluntary.

ARTICLE IX

TRANSFERS AND REASSIGNMENTS

- A. Teachers who desire a change in grade and/or subject assignment involving a transfer to another school or position shall file a written statement of such desire with the Superintendent. Any request to be reassigned shall be discussed with the principal or principals involved.
- B. No assignments for a new position in the school district shall be made until requests for reassignment or transfer have been reviewed.
- C. Teachers who have requested transfer or reassignment shall be notified in writing of the administration's action on said transfer and reassignment as soon as action is taken.
- D. When a reduction in the number of teachers in a school necessitates transfers, all volunteers shall be first considered. Written notices of transfer will be given to the teachers concerned as soon as practicable.
- E. When involuntary transfers are necessary, lists of positions in other school shall be made available to all teachers being transferred.
- F. Transfer and/or reassignments will not be used as punitive or disciplinary measures.
- G. The foregoing shall not be construed in such a way to prohibit the Board from providing a racially balanced staff in each school.
- H. Special talents or expertise needed for the implementation of a new program, but not found on the school district staff, should be sought through retraining of existing staff whenever practical.

ARTICLE X

VACANCIES AND PROMOTIONS

- A. All openings of promotional, extra-compensation, new positions, and vacancies of a permanent nature (i.e. for a period of time exceeding four (4) months) shall be posted by the Superintendent or his designee.
 - 1. These notices shall be posted on the district website. A designated computer will be available in all buildings to view job openings. The notices shall include the title of the position, if known, the qualifications needed, deadline for filing of application, and any other pertinent information.
 - 2. All positions for summer school employment shall be posted by May 1, or as soon as the position is available, prior to the start of summer school.
- B. Such notices shall be posted for a minimum of five (5) workdays. Positions that are posted within one (1) week of the beginning of pre-planning or are for teacher resignations that occur during the school year may be considered an emergency posting and may be filled with an eligible candidate after being posted for two (2) workdays.
- C. The applicant can apply online through the District's website. If the application is on file, it can be updated.
- D. All qualifications being equal, preference will be given to applicants from within the school system.
- E. Employees desiring to be informed of promotional or extra-compensation positions occurring during June and July shall prior to May 15th, register in writing his/her desire with the office of the Superintendent and include his/her address during June and July. Employees will be notified of such positions as they occur.
- F. The Board may, in cases of emergency, temporarily fill such positions or vacancies until the foregoing procedure can be followed. Temporary positions shall be limited to four (4) months or until the end of the fiscal year, whichever may occur first. Those temporary positions extending beyond such time shall be terminated and if the position is deemed needed will be posted and filled in accordance with this article.
- G. In the selection of aides for individual teachers, the teacher shall be allowed to submit to the principal their recommendation. The principal shall, however, retain full and complete authority and discretion in making the final nominations to the Superintendent.

ARTICLE XI

TEACHER EVALUATION

The following procedure shall be used by administrators in their evaluation of teacher performance.

- A. All teachers shall be given a copy of the evaluation criteria and assessment form by October 1 of the regular school term. This shall include an explanation and discussion of the evaluation process.
- B. Within ten (10) days following each visitation and prior to a subsequent visitation, the evaluator shall meet the teacher to discuss the written report of the teacher's strengths and weaknesses. The evaluator and the teacher shall sign the report before it is placed in the teacher's personnel file. Such signature by the teacher only acknowledges that he/she has read the report and does not necessarily indicate agreement with its content.
- C. Observations and monitoring of teachers shall be conducted openly and with the full knowledge of the teacher. The evaluator shall have the right of visitation without advance notice.
- D. The teacher will receive a copy of all written reports made by the principal/evaluator to be placed in his/her personnel file. In the event a teacher disagrees with any such reports, he/she will have the opportunity to refute in writing any given item or items within it and the response(s) will be placed in the personnel file.
- E. In order that each teacher may be aware of his/her strengths and weaknesses, a written teacher evaluation will be given to each teacher. The written evaluation will include strengths and deficiencies, a statement of the improvements desired, and a statement of how to attain the desired improvements.
- F. The Association and the Board agree that the purpose of teacher evaluations shall be to improve instruction, develop best practices, and maximize student achievement. Evaluation should not be punitive in nature. To that end, the Association and Board shall form a joint committee to review and make recommendations for changes to the evaluation instrument and procedures. The committee shall be made up of 3 members appointed by the Association and 3 members appointed by the Board.
- G. Evaluations may be grieved pursuant to Article IV (J) Level Two to redress any procedural concerns, including miscalculations and instructional practices, by the grievant. Since evaluations are used for the calculation of performance pay, a grievance regarding the evaluation must be filed within 14 calendar days of the grievant signing the evaluation.

ARTICLE XII

REDUCTION IN PERSONNEL

- A. In the event the Board determines that staff must be reduced, current Florida Statutes will be as the criteria to reduce and rehire.

ARTICLE XIII

LEAVES

- A. Four (4) days of advance sick leave shall be credited to each teacher at the beginning of the school year and one (1) for each month accumulative to the number of months under contract. (10 days for 10 months, 11 days for 11 months, 12 days for 12 months) In addition, six weeks summer school personnel shall earn one and one-half (1 ½) days of sick leave.
- B. Teachers shall be granted six (6) days personal leave per year to be deducted from sick leave. These days are non-cumulative, which means accrued sick leave from prior years may not be used for personal leave. Personal leave days may be used for any purpose at the discretion of the teacher. (1/8/02) FS 1012.61(2)
- C. The total unused portion of the annual sick leave allowance shall be permitted to accumulate in accordance with Florida Statutes.
- D. The Board shall grant family leave in accordance with Florida Statutes. (1/8/02)
- E. A pregnant teacher may continue to work as late in pregnancy as she desires, provided she is able to carry out her normal duties.
- F. Sick leave days accumulated by a teacher prior to a leave of absence shall be credited to the teacher upon his/her return.
- G. Annual and accumulated sick leave day may be used for the following situations:
 - 1. Personal illness of the teacher, which shall include temporary medical illness or disability related to pregnancy. It is understood and agreed that the normal nine (9) month pregnancy in and of itself shall not be considered as personal illness.
 - 2. Death or serious illness in the immediate family. Immediate family members shall mean husband, wife, father, mother, brother, sister, child or other close relative or member of his/her own household.
 - 3. A district employee may authorize his or her spouse, child, parent, or sibling who is a district employee to use sick leave that has accrued to the authorizing employee. A district employee may transfer a specific number of accumulated sick leave days to any other employee of the district. These days shall be transferred into the Donated Sick Leave Pool to be administered by the payroll department for use only by the specified person to the extent days were donated in their name. These days may not be used until all of his or her sick leave has been depleted, excluding sick leave from a sick leave pool, if the recipient participates in a sick leave pool. Donated sick leave under this provision shall have no terminal value. (School Board Policy 6.35)
- H. A teacher absent from work because of illness due to a communicable disease or injury related to employment in the district shall suffer no loss of pay and shall not be charged with loss of sick leave for a period of ten (10) days in accordance with Florida Statutes.
- I. Teachers may access their available sick leave time in the Employee Access System, which is located within Skyward Business.
- J. When a teacher serves on jury duty, the Board shall pay the teacher his/her full salary. Jury duty leave shall be classified as professional leave. A teacher shall return to their duty site within thirty (30) minutes if an hour or more of class duty is possible after in-county court or one-half day's class duty is possible after out-of-county court.

K. A teacher may request a personal leave of absence without pay for a specified period of up to one (1) year. The request shall be made in writing to the board. The leave request, together with the recommendations of the principal and Superintendent, will be submitted to the Board. The request shall specify the time of leave and the reason for the request. Personal leave without pay may be requested for:

1. Leave to serve in the Armed Forces.
2. Leave for academic study.
3. Leave for child-rearing (for natural or adopted child).
4. Leave for childbearing.
5. Leave for personal illness or illness in the immediate family.
6. Leave for campaigning for public office.
7. Any other reason deemed appropriate by the administration and Board.

Requests for personal leave without pay may be approved only if the Board is satisfied that the instructional needs of the district can be met.

L. One Year or Less Leave of Absence

Prior to March 15, instructional personnel, returning from a one-year or less leave of absence must submit a written notification to the Superintendent of their intent to return. Such notification will allow returning employees on professional services status to receive their same position in the same school. If the position has been done away with, he/she will be offered a position for which they are certified at the same school.

An employee who is on annual contract status, may request a leave of absence, only if they have been approved for reappointment for the next school year.

If the employee fails to provide proper notification prior to March 15, he/she forfeits their claim to be given their same position. Instead, the individual shall be offered the first vacant position at their former school for which he/she is certified.

Over One Year Leave of Absence

Prior to March 15, instructional personnel returning with over a one-year consecutive leave of absence must notify the Superintendent in writing of their intent to return. The returning employee shall be offered the first vacant position at his/her former school for which he/she is qualified.

Prior to February 1, the district will send an "intent to return" form to all instructional personnel currently on an approved leave of absence. This is the form that needs to be returned to the Superintendent prior to March 15.

In the event that more than one teacher from the same school indicates that they plan on returning to work (but fail to provide proper notification prior to March 15), that school administrator will determine the order in which they are recommended for vacant positions for which they are both certified.

M. Tenure teachers returning from leaves of absences shall retain their tenure upon returning from leave.

- N. Professional leave days and temporary duty days, both with pay, may be granted to teachers for the purpose of:
1. Attending and/or participating in professional meetings relating to educational and organizational workshops, seminars, conferences and conventions sponsored by professional organizations, colleges, universities, or government or private agencies concerned with public school matters.
- O. Teachers who are subpoenaed to appear in court on any school-related matter or as a witness in cases to which the teacher is not a party, shall be paid their normal salary without loss of leave.
- P. Up to ten (10) days leave with pay may be granted to teachers to attend college during the summer term. A maximum of five (5) days shall be considered professional leave days and the remaining five (5) days shall be deducted from sick leave. These days will be used only when it becomes necessary to leave the normal school year early or to arrive back late due to the college's summer term schedule. If the teacher does not have accrued sick leave, a maximum of five (5) days leave without pay may be granted.
- Q. Teachers shall be permitted to register for educational courses at a nearby university or college when such registration cannot be accomplished during normal off-duty hours. Such time shall be deducted from the teacher's personal days which have been earned under "Sick Leave."
- R. Bereavement Leave - In the event of a death of a member of the immediate family, an employee shall be granted up to (2) two days of paid leave upon request. Bereavement leave is of a special nature and may not be deferred or converted to any other purpose. It is not charged against any other leave account. It is not transferrable or accruable and must be used within 30 calendar days of the death. Application shall be made to the Superintendent and granted by the Superintendent or his/her designee, in advance whenever possible. The employee will not be paid bereavement leave for days not scheduled to work. In order to honor a request for bereavement leave, employees are required to attach a copy of the obituary or other satisfactory document to the leave request form and details about the relationship may be required by the Superintendent.
- Immediate family shall be defined as: Employee's spouse, grandparent, parent, brother, sister, child, grandchild, or the grandparent, parent, brother, sister, child, grandchild, of the employee's spouse. This also includes individuals for whom the employee is the current legal guardian.

ARTICLE XIV

STAFF DEVELOPMENT PROGRAMS

Recognizing that a quality staff development program is essential in assisting teachers in improving and developing instructional strategies that should increase student academic achievement, it is agreed that:

- A. Teacher staff development programs shall be developed by the Board or its designee after first seeking input from the teachers involved, and shall reflect the needs of the district instructional staff.
- B. The Administration may require participation in one staff development program a year. Additional staff development programs may be required of those teachers with deficiencies noted on their evaluation if such programs are needed and available in the school system.
- C. Staff development during off-duty hours shall be paid at the rate set forth in this contract. (Appendix D)
- D. Attendance at planned activities on “early release days” is required, unless excused by the principal. Whenever possible, inservice points may be earned for activities. These points shall be voluntarily pursued by the participant.
- E. Teachers completing all of the requirements of the National Board for Professional Standards (NBCTs) shall receive the equivalent of 120 inservice points to be used, in accordance with the Florida Bureau of Certification guidelines, towards renewing their professional certificate.

ARTICLE XV

ACADEMIC FREEDOM

No arbitrary limitations shall be placed upon teachers in the study, investigation, presentation and interpretation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning. Use of political material for instructional purpose in the classroom is not forbidden but each teacher must be accountable that his/her presentation is open-minded, fair, responsible, and respectful of the differing opinions of others.

ARTICLE XVI

POLITICAL ACTIVITY

All teachers shall have entire liberty of political action when not engaged actively in their employment, provided such action is within the laws of the United States of America and the State of Florida; and provided further that such action does not impair their usefulness in the respective capacities.

ARTICLE XVII

SCHOOL CALENDAR

- A. The Association may submit recommendations for the school calendar to the Superintendent prior to February 1 of each year for the succeeding year's calendar.
- B. The calendar shall include six (6) paid holidays. Twelve-month employees will receive an additional paid holiday for July 4th (when it falls on a normal workday). 04/20/21
- C. Teachers may leave fifteen (15) minutes after the main buses on a day before a day off and election days. On a day before a day off that is also a shortened school day for students, teachers may leave fifteen (15) minutes after the normal dismissal time. The normal dismissal time is considered to be the normal student release time at the close of a full day of school.
- D. Those teachers intending to attend P.T.A./P.T.O. meetings may leave early after clearing their leaving with the principal.
- E. First and last day of school will be one-half (1/2) day for students.

ARTICLE XVIII

PROFESSIONAL COMPENSATION

A. The salaries of each teacher covered by this agreement are set forth in the schedule which is attached hereto and made a part of (Appendix C.)

B. Credit on the salary schedule shall be given a teacher for each year of military service up to a maximum of four (4) years. A minimum of six (6) months military service shall be required to qualify for a year of service. Any teacher previously granted more than four years of credit for such service shall continue to receive such credit as previously given.

C. Four years credit will be given for active military duty but will not increase experience beyond the maximum. Beginning July 1, 2001, all instructional personnel who were not employed in the district prior to June 30, 2001 will, for placement on the salary schedule (Appendix C), receive full credit for each year of full-time teaching service as detailed in Policy 6.94. Retired teachers who are rehired to teach in Dixie District Schools will receive credit for each year of full-time teaching experience as detailed in Policy 6.94 with maximum placement on year 15 of the New Hire Placement Schedule (Appendix C).

1. All teachers having been employed one-half (1/2) or more of the preceding school year shall be credited an additional year of experience as of July 1st of each year. This additional year of experience shall be reflected in the first payroll of the school year. After completion of the collective bargaining procedure, the final salary shall be adjusted up or down accordingly over the remaining pay periods of the fiscal year.

D. Method of Payment

1. At the beginning of each school year, each teacher shall elect one of the following methods of payment:
(1) 20 equal payments: (2) 24 equal payments.
2. The schedule of payments shall be a part of Appendix E.

E. Deductions for personnel during the regular school term for daily absences not covered by provisions of this Agreement shall be made at the rate of 1/196 of the amount of the annual contractual salary per day.

F. Upon authorization by the Superintendent or his designee, any teacher may provide his/her own personal automobile or may otherwise provide his/her own transportation when on school district business and shall upon being so authorized, be reimbursed by the Board at the rate established by Board policy. Such mileage reimbursement shall not include routine travel to and from the teacher's home and the school to which he/she is assigned. The actual cost of other expenses incidental to travel, such as meals and lodging, when on school business, may also be reimbursed by the Board.

G. The Board shall provide terminal pay for accumulated sick leave to all teachers upon application according to Board Policy 6.31 (Terminal Pay), 6.311 (Qualified Retirement Plan), and 6.216 (DROP). If termination is by death of the employee, any terminal pay to which the employee may have been entitled shall be made to their beneficiary upon application.

H. If a teacher is required to serve on the No Child Left Behind's School Improvement Committee (as required by statute) he/she shall be reimbursed at the same rate as a teacher receiving a stipend for the staff development training.

I. Performance pay increases are to be negotiated annually.

J. Supplements will be paid in accordance with Appendix F.

ARTICLE XIX

INSURANCE AND FRINGE BENEFITS

- A. The Board's payment towards the employee's major health insurance plan will be no less than the prior year's payment.
- B. The Board agrees that should any insurance program provide a reimbursement or reduction of premium to the Board, that amount of such reimbursement or reduction of premium shall be used to increase the benefits of such insurance or reduce the individual's premium. The School Board employer contribution per fiscal year toward employee group insurance shall be up to \$8499 per employee.
- C. In the event that an employee has exhausted accrued sick leave, the above-mentioned fringe benefits shall continue throughout the balance of the contractual year upon payment by the employee to the Board the amount necessary to participate in such program.
- D. The Dixie County School Board offers group insurance plans to all employees and retirees. This group insurance benefit includes School District designated plans for health insurance, group life insurance, and accidental death and dismemberment insurance. At the annual renewal of insurance plans, the District Insurance Committee shall make recommendations and the School District shall select, approve, and offer the plans to employees. Retiree health plans are offered with the retiree assuming cost of the full insurance premium.

The Board and the Association agree to establish the District Insurance Committee as follows: five (5) members appointed by the Union representing five different cost centers, one (1) member appointed by the School Board, and five (5) members appointed by the Superintendent. Committee representation should be inclusive of all employees including union members, non-union employees, instructional staff, educational staff professionals, district staff, employees that purchase district insurance benefits and those that don't. Members will serve a five (5) year term unless the member chooses to step down early. Members can serve more than five (5) years with continued support of the Board and/or Association.

ARTICLE - XX

MANAGEMENT RIGHTS

The Board retains and reserves all power, right authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Florida and of the United States, unless expressly limited by other articles and/or sections of this Agreement.

- The administration reserves the right to notify annual contract instructional personnel of reappointment or non-reappointment for the following school year until May 15 of the current school year.

ARTICLE XXI

MISCELLANEOUS

- A. This Agreement constitutes the entire agreement between the parties and except as provided herein includes collective bargaining for the term of this agreement.
- B. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, it shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with the terms of this Agreement.
- D. Individual contracts between the Board and an individual employee shall be made according to the terms of this Agreement.
- E. In lieu of printing copies of the Agreement, the Board instead can place the final ratified Agreement on the district web page. Upon request, a printed copy will be provided to the member of the bargaining unit. The cost of this will be divided evenly between the School Board and the Union.
- F. Representatives of the Board and representatives of the Association will meet periodically at the request of either party during the regular school year at a time that is convenient to both parties. Topics for discussion shall include Evaluations/Observation Instruments, Staff Development, School Calendar, Curriculum, and Insurance. In addition, such meetings shall also be held for the purpose of reviewing problems that may arise with the provision of this agreement or employee complaints. These meetings are not intended to bypass the negotiation or grievance procedure.
- G. By September 30 of each year, the Association shall be notified in writing of the grade and/or subject area of each teacher employed in the district, and the type of certification held by the teacher. This information will also include the site in which the teacher works. Such information about teachers employed subsequent to September 30 shall be given to the Association within one (1) month.
- H. The District agrees to reimburse the admission fee for the certification test for any teacher who previously was covered under the Middle Grades Integrated Curriculum (MGIC) certification, provided that the teacher passes the new certification test.

INSTRUCTIONAL CONTRACT

The articles in the Instructional Contract that are in effect on June 30, 2026 between the Dixie County Education Association and the Dixie County School Board shall continue to be in effect with the following change of date for the term of agreement.

TERM OF AGREEMENT

This agreement by mutual consent of both parties shall be effective upon ratification and shall remain in effect until June 30, 2029. During the term of agreement, the parties agree to limit renegotiations to:

- A. Compensation and fringe benefits for all employees;
- B. Specific additions or revisions incorporated in Florida Statutes;
- C. One existing article;

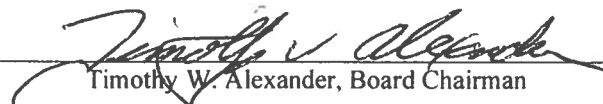
The Board and the Association agree that any item or section of the Agreement may be reopened to negotiation and/or discussion upon mutual agreement of the parties.

Thomas Schrider, DCEA President



Mike Thomas, Superintendent

Annette Kinsey, Bargaining Chair



Timothy W. Alexander, Board Chairman

Kristen McCaskill, Administrative Negotiator

Karen Ganus, Administrative Negotiator

Michael O'Steen, School Board Attorney

INSTRUCTIONAL CONTRACT

The articles in the Instructional Contract that are in effect on June 30, 2026 between the Dixie County Education Association and the Dixie County School Board shall continue to be in effect with the following change of date for the term of agreement.

TERM OF AGREEMENT

This agreement by mutual consent of both parties shall be effective upon ratification and shall remain in effect until June 30, 2029. During the term of agreement, the parties agree to limit renegotiations to:

- A. Compensation and fringe benefits for all employees;
- B. Specific additions or revisions incorporated in Florida Statutes;
- C. One existing article;

The Board and the Association agree that any item or section of the Agreement may be reopened to negotiation and/or discussion upon mutual agreement of the parties.

Thomas Schrider, DCEA President

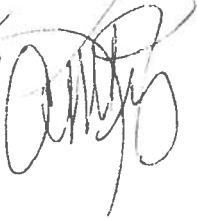
Mike Thomas, Superintendent

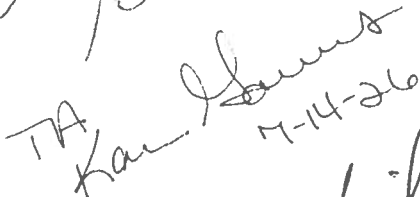
Annette Kinsey, Bargaining Chair

Timothy W. Alexander, Board Chairman

Karen Ganus, Administrative Negotiator

Chana Watson, School Board Attorney

TA  7/14/2026

TA  7-14-26

TA Thomas Schrider
7/14/2026

APPENDIX A
MEMBERSHIP APPLICATION

(Coming Soon)

APPENDIX B

OFFICIAL GRIEVANCE FORM

Name: _____

School: _____ Position: _____

Home Address: _____

Telephone Number: _____

LEVEL I

A. Date cause of grievance occurred: _____

B. Relates to Article(s) _____ of contract.

C. Related to policies, practices, rules of law: _____

D. Statement of grievance: _____

E. Relief sought: _____

Date: _____ Signature: _____

F. Disposition by immediate supervisor: _____

Date: _____ Signature: _____

1 copy to immediate supervisor
1 copy to Association
1 copy to grievant

Decision Appealed

Decision Accepted

APPENDIX C

INSTRUCTIONAL NEW HIRE PLACEMENT SCHEDULE

APPENDIX D

HOURLY WAGE SCHEDULE FOR INSTRUCTIONAL PERSONNEL

1. Beginning 02/01/2021, any teacher engaged in the direct instruction of students above and beyond the normal workday will receive his or her regular rate of pay.
2. Hours worked beyond the normal workday that do not involve the direct instruction of students will receive \$25 per hour. Examples include professional development and IEP staffings.
3. An exception will be made for grant funded activities, which will be paid based on individually approved grant budgets.
4. Beginning June 14, 2010, additional hours for the following job classifications will be their normal hourly rate.
 - Eleven Month Instructional Employees
 - Twelve Month Instructional Employees
 - TSA - Title I Coordinator
 - TSA - Pre-K Coordinator
 - TSA - Staffing Specialist for ESE
 - Teacher on Special Assignment
 - Reading Coaches

APPENDIX E

METHOD OF COMPENSATION

- A. At the beginning of each school year, each teacher shall elect one of the following methods of payment:
 - 1. Twenty (20) equal payments with the final payment to be made within ten (10) working days following the last day of the contractual year.
 - 2. Twenty-four (24) equal payments with the final payment to be in a lump sum within ten (10) working days following the last day of the contractual year.
- B. Within two (2) days of the beginning of the school term, individuals may elect either of the above methods of payment.
- C. The first payment will be paid on August 16 of each year of this agreement. Subsequent payments will fall on the 16th and the last day of each succeeding month.
- D. The payment due on December 31st will be paid on the last working day before winter break.
- E. No partial payments will be paid in advance of the scheduled payments.
- F. In the event that payment is on a holiday, weekend, or any non-duty day, such payment shall be made on the last previous duty day, with the exception of the final payment of the contractual year.
- G. Should a teacher fail to have earned sufficient time for a full payment, payment will be made based on the actual credit accumulated.
- H. Direct deposit of payroll will be required for all new hires, effective January 1, 2022.

APPENDIX F

SUPPLEMENT SALARY SCHEDULE