

ARTICLE SIX
GENERAL EMPLOYMENT PRACTICES

- A. **Physical Examinations:** All employees, upon initial employment, may be required to present evidence of physical ability to perform duties assigned and of being free from communicable diseases. Such evidence, if required, shall be obtained from a licensed physician of the employee's choice. The cost of such examination shall rest with the employee. The District may require a subsequent physical or psychological examination by a physician, or clinical psychologist or psychiatrist, respectively, licensed in Florida, when in its judgment such an examination is relevant to teaching performance or employment status.
1. The affected employee's immediate supervisor shall submit a request for the examination to the applicable employee and/or department as determined by the Superintendent. If the affected employee requests, he/she shall be provided a copy of the note written by the supervisor which indicates the apparent difficulties the employee is encountering.
 2. The employee has the right to attach a rebuttal statement and to have a pre-examination meeting with the Superintendent's designee to discuss the perceived problems. However, the employee must submit this request in writing to the applicable employee and/or department as determined by the Superintendent within five (5) calendar days of written notification that an examination will be or has been scheduled.
 3. The employee may be represented by a person of their choice. This meeting shall not in any way infringe on the Superintendent's right to require an employee to take an examination called for in this section.
 4. The appointment of the physicians and/or clinical psychologists or psychiatrists to the list shall be made by the local or county respective professional association and the District shall pay costs incurred for the examination. Under unusual circumstances as determined by the Superintendent, an additional examination can be scheduled.
 5. If a determination is made that no examination is necessary, the parties agree to petition the Department of Library & Information Services for permission to destroy all documents related to the incident.

- B. **Substitute Notification:** Any employee shall not be required to obtain a substitute for himself/herself or for other absent employees. The employee shall have the option of recommending a sub. The recommendation shall be submitted with as much advance notification as possible.

If an employee is not given a substitute job number after contacting the sub locator system, the employee shall notify the designated school-site administrator of the employee's intended absence prior to the start of the employee's regular workday.

Where an employee has secured both a substitute and an authorized temporary duty assignment (TDA), revocation of the TDA shall occur only as a last resort. Should revocation occur, the employee shall have the option of retaking the specific session missed the next available time the course is offered. The required TDA to attend the makeup session may not be revoked. If the workshop/training is offered only once, the TDA will not be revoked.

- C. **Substitutes:** Substitute employees shall be employed for all absent employees, except studio teachers, school counselors, psychometrists, guidance directors, psychologists, school social workers, speech language pathologists, ESE specialists, media specialists, and when the employee and principal agree that employment of a substitute would be inappropriate for certain exceptional children. When it is known that an employee in one (1) of the exceptions listed above will be absent for an extended period of at least twenty (20) consecutive work days, a substitute shall be employed for such absent employee provided that a properly certified/licensed substitute is available. Substitutes may be employed during pre-school or post-school conference periods or on teacher workdays when students are not in session when the principal determines that the situation warrants it. Substitute teachers shall be expected to perform all duties normally performed by the regular employees.

- D. **Covering Classes:** Employees shall not be required to substitute for absent employees. Where substitutes cannot be obtained for an absent employee, temporary coverage will be worked out mutually by the principal and the affected employee. The principal shall establish a list of volunteers and shall rotate requests for coverage among those who volunteer. Where said lists have not been established, teachers shall not be subject to disciplinary action for refusal to cover classes. Employees who volunteer to increase their normal work load by covering the class of an absent employee when no substitute is available shall have their hourly rate increase by twenty-five (\$25) dollars during the period spent covering a class (rounded to the nearest half hour). Employees who

volunteer to increase their normal work load by accepting a portion of the students assigned to an absent employee in order to cover a class when no substitute is available shall have their daily rate increased by twenty-five (\$25) dollars on those days when they accept a portion of the students assigned to an absent employee. Classes will be proportioned as equally as possible. In elementary schools where sufficient volunteers are available, classes shall be divided equally among at least four (4) employees. When volunteers substitute by covering other classes, they are responsible to provide adequate planning for their own classes for the following school day.

E. **Full-Time Employees:** Substitute teachers, teacher aides, teacher assistants, or education support professionals shall not be employed in or assigned to a teaching position to avoid the employment of a full-time teacher when such a full-time position exists as defined in Article Twenty-Five, Section B, or for other purposes intended to circumvent any provision of this Agreement.

F. **Summer School Employment:**

1. Each summer school center shall advertise all anticipated bargaining unit vacancies no later than sixty (60) days prior to the beginning date for such positions. The notice shall state the title of the position; where to apply for the position; deadline for submitting application; certification required; beginning and ending date of employment; the school where the application is to be sent; and the person with whom applications are to be submitted. Each applicant must apply for at least two (2) summer school locations.
2. All applicants shall be informed of the status of their applications no later than twenty (20) days prior to the beginning date of employment.
3. **Summer School Qualifications:** Assignments to such positions in each summer school center shall be made according to the following ranked criteria:
 - (a) Proper certification is held by the employee.
 - (b) Employee has taught one (1) school year in the subject applied for within the past three (3) years.
 - (c) Applicant is a continuing employee of the District.

- (d) Should the employee receive less than a satisfactory overall end of the year performance evaluation ranking, that employee shall not be eligible for summer employment.
- (e) Twenty percent (20%) of the positions that remain after the superseniority procedures of paragraph 4 below are applied shall be selected based on seniority in the District.
- (f) Section (e) above notwithstanding, assignments to summer school positions may be made in exceptional student centers, Alternative Education Centers and of school counselors, instrumental music teachers, agriculture/horticulture teachers and media specialists, in which cases seniority within the center or classification shall apply.

4. **Steward Superseniority:** One (1) union steward from each site as determined by the BTU shall be given superseniority. Effective the summer of 2018, assignment of union stewards to summer school positions shall be made pursuant to the provisions of Section F(3) above and will be thirty percent (30%) of the total number of budgeted summer school positions.

Not later than March 1st of each school year, the BTU shall provide the Superintendent with a list of the one (1) steward at each school that this section as well as Article Twenty-Five, Section D, 5 applies to. If the steward at a school leaves this position for any reason, the BTU shall immediately notify the Superintendent and provide a replacement name.

- G. **Supervisory Duties:** An employee shall not be required to perform managerial/supervisory duties as an assistant to or a substitute for a principal or other supervisor. However, elementary principals may designate an employee, upon mutual agreement, as teacher-in-charge to act in emergencies when the principal is absent.
- H. **Supervision of Employees:** All employees such as, but not limited to, psychologists, school social workers, and speech language pathologists, whose assignments involve working in or with more than one (1) school shall be under the supervision and direction of and responsible to the appropriate District office administrator or his/her designee.
- I. **Job Descriptions** shall be established by the Board for all bargaining unit positions, including supplementary pay positions. A copy of the job description shall be provided to the employee upon request.

Employees assigned to bargaining unit positions where the job description, Board policy, and/or contract requires:

1. a longer calendar,
2. additional compensation,
3. an accompanying supplement, or
4. additional and/or broader job responsibilities,

shall be reassigned out of such positions only by mutual agreement between the supervising administrator and the affected employee, for just cause, or except when such reassignment is necessary for the operational needs of the District.

J. **Equal Opportunity:** The Board and the BTU are committed to assuring equal educational opportunity for all students, to recognizing the rights and dignity of all persons, and to implementing policies which provide equal opportunity and assure nondiscrimination in employment for minorities, women, and any individual covered by a protected status. The District recognizes that minorities, women, and individuals covered by a protected status deserve equal opportunity for employment or promotion and that it has an affirmative responsibility to advance these opportunities.

K. **Bullying/Harassment:** District employees should not be subjected to harassment, abusive language, upbraiding, insults or interference by a parent or other person in the performance of the employee's duties. A principal or assistant principal shall not be considered in violation of this section when providing input during a performance evaluation meeting with a teacher. Bullying/Harassment shall be defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student that is severe or pervasive enough to create an intimidating, hostile or offensive educational environment, cause discomfort or humiliation, or unreasonably interfere with the individual's school performance or participation.

School administrators should not express unnecessary complaints or criticisms concerning an employee in the presence of other employees, students, or parents. Employee complaints under this paragraph K shall not be subject to the provisions of Article Thirty-Four, but shall first be directed to the Chief School Performance & Accountability Officer. If the employee is not satisfied with the disposition of the complaint, the complaint shall be submitted to the Chief of Staff. If the employee is not satisfied with the Chief of Staff's decision, the complaint may be advanced to arbitration for the final and binding decision.

- L. **Back to School Night:** All bargaining unit members may be required annually to attend one (1) back-to-school night. With sufficient reasons, an employee may be released from attendance of this activity with prior approval of the principal. Such employee shall participate in a similar type activity within the school year as mutually agreed upon by the employee and the principal.

High schools on a 4x4 block schedule may plan a second back-to-school night. Employees who volunteer to attend shall be compensated for three (3) hours at their hourly rate.

Should the employee and principal fail to reach agreement by January 31st, the matter shall proceed to the Chief School Performance & Accountability Officer for final determination. The Chief School Performance & Accountability Officer's decision is exempt from all provisions of Article Thirty-Four.

- M. **Secretarial Services and Clerical Support:** Secretarial services shall be available to elementary School Counselors, ESE Specialists and Media Specialists to perform routine clerical duties (i.e. typing and filing) during periods where workloads are high and to the extent possible as determined by the principal. When media specialists are assigned classes to instruct, their non-instructional workload shall be modified to accommodate these additional instructional responsibilities.
- N. **Trade Organization Membership:** The vocational career and technical department chairperson shall offer input with his/her principal on school/individual membership to the employee's trade organization in each vocational career and technical area. The principal shall make the final decision and the school shall assume all costs for membership fees.
- O. **Electronic Grade Books:** The electronic grade book will be used in lieu of the traditional paper grade book when functionally possible at the work location.

The Teacher of Record will input a minimum of three (3) grades by the Interim Period. By the end of each quarter, the grade book will reflect a minimum of nine (9) grades. Recording grades in the areas of related arts and advanced placement subjects will vary.

Standard operating procedures should be followed for incomplete make-up work.

- P. **Sign Out Sheets:** In recognition of their professionalism, employees shall not be required to sign out of their worksite unless leaving the location during work hours.