

ARTICLE VII – TEACHER RIGHTS

A. OBSERVATIONS

1. Observations made for the purpose of evaluations shall be made with the full knowledge and awareness of the Teacher.
2. Teachers shall receive their copy of the observation at the time the instrument is signed.
3. If a Teacher receives an unsatisfactory observation, the Teacher can request a second observation.
4. All observations included in the personnel file(s) shall be shown to ~~the teacher~~ and acknowledged by the Teacher. Observations placed in the personnel file(s) shall be identified as to date, time, and place. Any written ~~teacher~~ response by the Teacher to such observation shall be placed in his/her ~~the teacher~~ file.
5. Observation/Appeal: If a Teacher receives an overall Needs Improvement (NI) or Unsatisfactory (U) on the majority of the standards on their observation, he/she may request and receive an additional observation from another ~~a~~Administrator at their school or a district assigned ~~a~~Administrator. If this does occur, both observations will be used in the evaluation process.

B. EVALUATIONS

1. The CCSB Evaluation Plan shall comply with all applicable laws and state mandates and shall be available for employee access online.
2. Not later than ten (10) working days after employment, all new Teachers shall receive a copy of the evaluation criteria and evaluation form to be used prior to the evaluation. This shall include an explanation of the evaluation process.
3. According to the District established guidelines, all Teachers shall be notified of their individual evaluation criteria at their initial PDP/Data Source meeting with their ~~a~~Administrator.
4. Teachers shall not perform evaluations of other school board employees.
5. All evaluation procedures shall be completed not less than fifteen (15) working days prior to the termination of the student year. Teachers shall receive their copy of the evaluation at the time the instrument is signed.
6. The parties agree all teaching days are valuable. Management will make every effort to conduct a formal observation of the Teacher on a day that represents a most typical classroom environment.

7. All evaluations included in the personnel file(s) shall be shown to ~~the teacher~~ and acknowledged by the ~~Teacher~~. Evaluations placed in the personnel file(s) shall be identified ~~as to~~ by date, time, and place. Any written ~~teacher~~ response by the Teacher to such evaluation shall be placed in his/her ~~the teacher~~ file(s).
8. The judgment of the evaluator/Administrator shall not be subject to the grievance process.
9. Changes to the Evaluation Plan shall be presented to the Bargaining Team by the Evaluation Committee/designee.

C. PERSONNEL FILE(S)

1. Public school system employee personnel files shall be maintained according to the following provisions:
 - a. Except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension, or dismissal under laws of this state, no derogatory materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee.
 - b. The employee will indicate awareness of information by signed documents or through certified mail.
 - c. No anonymous letter or materials shall be placed in the personnel file.
2. Each ~~Teacher~~ shall have the right to review the contents of all his/her personnel file(s) no later than twenty-four (24) hours or one (1) working day from the time of the written request.
3. Any employee has the right to answer, in writing, any such materials in the file, and the answer shall be attached to the file copy.
4. The personnel file custodian shall maintain a record in the file each time it is reviewed.
5. This shall in no way violate Florida Statute.

D. CONCERN/COMPLAINT PROCEDURE

The parties are encouraged to have concerns resolved at the informal level. When a concern is lodged against a bargaining unit member, an informal conference(s) will be scheduled with the bargaining unit member and may include, but not be limited to, the complainant. The ~~a~~Administrator shall state the nature of the concern at the beginning of this meeting. If the concern is resolved at this step, no further meetings or written notifications will occur. If the concern cannot be resolved at the informal level, a formal written complaint may be filed.

No written complaint or report of complaint will be placed in a ~~€~~Teacher's personnel file(s) unless:

1. The ~~a~~Administrator, within five (5) working days, notifies the ~~€~~Teacher in writing that a complaint form has been received.
2. The ~~€~~Teacher has had an opportunity to review the complaint in a conference with the ~~a~~Administrator.
3. The ~~€~~Teacher may request a meeting with the complainant in the presence of appropriate administrative staff.
4. After reviewing the written complaint and any conferences as described herein, the ~~a~~Administrator will place the valid written complaint in the ~~€~~Teacher's personnel file. All other complaints will be forwarded to the Director of Human Resources (HR).
5. The ~~€~~Teacher shall sign the file copy of the written complaint form. Such signature shall be understood to indicate awareness of the material but shall not be interpreted to mean agreement with the content of the material.
6. The ~~€~~Teacher may respond in writing to the complaint placed in the personnel file(s) and such response shall be attached to the report of complaint in the personnel file(s).

E. REPRESENTATION

The Administration has the right to meet with an employee. Employees have the right to representation of their choice at meetings with management, which may result in disciplinary action to the employee.

1. Meetings at the site level shall take place within 48 hours (2 ~~business-working~~ days).
2. Meetings at the Human Resources (HR) level shall take place within five (5) business working days.
3. The parties shall make the best effort to meet within the timelines, ~~recognizing that~~ communicating in advance if these timelines may not be met due to extenuating circumstances.

F. JUST CAUSE AND EMPLOYEE DISCIPLINE

Just cause for termination purposes shall be defined by Florida State Statute, Citrus County School Board Policy and or by Citrus County School Board action.

The District will follow a policy of corrective and progressive discipline (e.g., Verbal Reprimand, Formal Reprimand, Suspension without Pay, Termination from Employment) whereby less severe forms of discipline are issued prior to resorting to the imposition of more severe sanctions for the same or similar misconduct. The District specifically reserves the right to issue discipline up to, and

including, termination from employment in response to a first occurrence based on the specific facts of the case.

G. ASSIGNMENTS

1. Teachers who are reappointed for the following school year shall be notified within thirty (30) days of the Board's reappointment action of the school to which they will be assigned for the following school year. Any changes in that assignment made after notice is given shall be made after a conference with the ~~te~~Teacher.
2. ASSIGNMENT CHANGES: It is recognized that extenuating circumstances may necessitate a change of Assignments. If it is necessary for an assignment change during the two-week window preceding pre-planning, the bargaining unit member will be notified of the change via summer contact information immediately upon determination of the change. If the employee is not satisfied with the assignment change, they will have the right to apply for another position in the district, interview, and, if selected, make the transfer to that position.
3. CONSIDERATION OF RE-APPOINTMENT: Effective July 1, 2015, ~~if~~ if an annual contract ~~te~~Teacher has received an evaluation rating of Highly Effective (HE) or Effective (E) on the portion of the evaluation that is available at the time of contract renewal and for their overall evaluation rating the previous year, the ~~s~~Superintendent shall recommend renewal of the annual contract in the absence of charged and found misconduct and every effort will be made for the employee to be hired for an instructional position within the ~~d~~District for the following year if there is a position available ~~in~~ for which they are certified.

H. TRANSFERS

1. This section shall apply to all transfers, including the staffing of new schools. The following criteria, ~~in no specific the order listed~~, shall be utilized to select the ~~dictate the method of selecting~~ personnel to be transferred.

If more volunteers than positions:

- a. Certification in area(s) and appropriate qualifications
- b. Highest seniority (number of years in district)
- c. Earned degree or equivalent (Ph.D., Ed.D., Spec., M.A., B.S.)
- d. Decision by approval of the receiving building ~~a~~Administrator

Inadequate number of volunteers:

- a. Certification in area(s) and appropriate qualifications
- b. Lowest seniority (number of years in district)
- c. Earned degree or equivalent (B.S., M.A., Spec., Ed.D., Ph.D.)
- d. Decision by approval of both building ~~a~~Administrators

2. Teachers shall not be allowed to transfer two (2) weeks prior to the first day of pre-planning.
3. Teachers may again be allowed to transfer within the district after mid-term/progress reports are complete. The District and the Association shall meet by March 1st to discuss and determine transfer timelines for the upcoming school year.

These criteria shall not be applied to a ~~te~~Teacher replacing a person on a leave of absence. Rather, the criteria shall be applied to the person on leave.

1. Teachers shall not be transferred during the school year to another school center or reassigned to teach another grade level or subject area without prior consultation between the ~~te~~Teacher and the ~~a~~Administrator(s) involved.
2. Teachers who are being involuntarily transferred by the ~~d~~District for reasons of staff reductions in a school shall have priority consideration on assignment to open positions over all voluntary transfers.
3. A letter from the transfer applicant shall be forwarded to the ~~principal or administrative~~ Administrator or his/her designee specifically advising them that the applicant is requesting consideration for a transfer to a posted position. The request shall be signed and dated by the ~~principal or his administrative~~ Administrator or his/her designee verifying receipt. A copy of this letter shall be forwarded to the Director of Human Resources. Copies of this letter shall be made available to the Association ~~Citrus County Education Association (CCEA)~~ upon request.

I. VACANCIES AND PROMOTIONS

1. Vacancies are defined as positions in the bargaining unit, either unfilled or newly created, which are available during the school year or for the next school year.
2. Promotions are defined as those administrative or supervisory positions, requiring certification, which are available during the school year or for the next school year.
3. NOTICE Vacancies Announcements: All open positions shall be posted on the District website for no less than five (5) District working days, or no less than three (3) District working days in the two (2) weeks before and two (2) weeks after the first day for students, and will be updated daily as needed. Positions may not be filled on a permanent basis before five (5) working days from the date of the original posting or before all qualified internal candidates who apply within the five (5) days have been considered.
 - a. ~~A notice will be posted on a Personnel Office bulletin board and in each school center. Notices shall be sent to the Association President, Chief Bargaining Spokesperson, and the Association Executive Director.~~

- b. ~~Notices will be posted for at least five (5) district working days following the first posting. Notices will be e-mailed to each school. Each school will post the notices on Monday and Thursday by noon. The hot line number will be included on each posting.~~
 - c. ~~Posting—Two (2) weeks prior to and two (2) weeks after the first day for students, postings will be made as soon as an opening becomes available. Postings will last for no less than three (3) district working days and will be updated daily as needed on the hot line as well as being physically posted at all cost centers.~~
- 4. Employees of the ~~d~~District who are qualified and apply for a vacancy or promotion within the deadline shall be interviewed.
 - a. ~~Persons~~ Employees not granted an interview shall receive an explanation (written or verbal) from the site ~~a~~Administrator or designee as to why they were not interviewed prior to filling the vacancy.
 - b. All employees interviewed shall be notified by the site ~~a~~Administrator or designee within ten (10) working days after the decision has been made.
- 5. Each year, ~~the District will survey for teachers who wish to be considered for teaching summer school~~ Extended School Year programs, and placements will be made based on certification, program needs, performance rating, and seniority in the District. ~~may request to have their name placed on a list of availability in the Superintendent's office. Requests must be made in writing before the end of the eighth school month. Copies of the list will be furnished to each principal, and posted on each school bulletin board. Notification regarding summer school applications shall be printed at the bottom of the March pay stubs.~~
- 6. Receipt of applications and requests under this section will be acknowledged ~~by the Board. Acknowledgment will be mailed within ten (10) District working days of receipt by the person designated.~~

J. TERM TEACHER

A ~~t~~Term contract is issued to a Teacher eligible for Florida teacher certification when a position is advertised as "TERM." ~~The teacher must be eligible for Florida teacher certification. The~~ Such position is limited to for a specific period of time and does not provide an expectation of continued employment beyond the term. ~~∅The decision~~ to post a term position will be mutually agreed upon ~~between by~~ the parties on an individual basis. Reasons for a term position are:

- 1. Grant ~~funded~~ing/limited-time state ~~funded~~ing programs
- 2. Teacher on ~~L~~leave of absence

K. SENIORITY

Seniority is defined as service in a certificated position, in the Citrus County School District. Seniority shall be calculated from the first duty day of the most recent period of full-time continuous employment within the district, exclusive of long-term leaves of absence without pay. Halftime experience shall count as one-half of full-time experience for the purpose of calculating seniority. Seniority shall accrue annually with a year of seniority to be defined in the same way as a year's credit on the salary schedule.

L. REDUCTION IN FORCE (RIF)

In the event the Superintendent determines that the district-wide instructional staff must be reduced, the Association will be notified by the Superintendent, in writing, with an explanation of the reasons for such Reduction in Force (RIF) at least seven (7) days prior to the Superintendent's submission of his/her recommendation to the Board for final Board determination.

1. The Board shall determine the number of positions which will be eliminated. After the number of positions has been determined, the Superintendent will notify the Association of such determination.

a. Lay-off shall be made as determined by the Superintendent according to the needs of the Citrus County District and identified certification. Needs of District include, but are not limited to the following:

- i. Highly Qualified
- ii. Critical Shortage Area
- iii. Aligned to Strategic Plan

b. Where a Teacher is in the final year needed to make a person eligible for retirement the Teacher will be permitted to finish the year.

c. Where all the above criteria are equal, seniority as defined in Article VII, Section K ~~herein~~ will be the determining factor.

~~Seniority is defined as service in a certificated position, in the Citrus County School District. Seniority shall be calculated from the first duty day of the most recent period of full-time continuous employment within the district, exclusive of long-term leaves of absence without pay. Halftime experience shall count as one-half of full-time experience for the purpose of calculating seniority. Seniority shall accrue annually with a year of seniority to be defined in the same way as a year's credit on the salary schedule.~~

d. Any member of the bargaining unit who is laid-off as part of a Reduction in Force (RIF) may elect to participate in group insurance programs for a period of one year, provided that all costs of participation are paid by the member.

e. All things being equal after the above considerations, seniority in the subject area (i.e. science, elementary education, etc) will be the next criteria.

- f. If subject area seniority is equal, then total seniority in the district including jobs in the district outside the Instructional Bargaining Unit will be the determining factor. Example: two (2) teachers have the same total district and certification job experience, but one of them has an additional five (5) years as a teacher's aide/paraprofessional. All the above criteria being equal this will be the determining factor.

If this is not a factor, then the following criteria in the order listed below will be a tiebreaker:

- i. Multiple Certifications/Endorsements listed on teaching certificate
- ii. Last five (5) years Overall Evaluation rating
- iii. Discipline record in the last five (5) years
- iv. Level of degree in certified area (ex. of degrees: bachelors, masters, specialists, or doctorate)

2. RECALL

The Board shall determine the positions in which recall will be made and the number of teachers to be recalled. When the determination has been made by the Board, the recall will be in inverse order of lay-off considering certification and experience in the type of position being filled.

- a. Annual contract teachers shall not have recall rights. Recall rights apply only to Continuing Contract (CC) and PSC teachers.
- b. As vacancies become available, the laid-off teacher with the greatest seniority, who has the area of certification needed for the major teaching assignment of the vacancy shall be offered the position first.
- c. As long as vacancies exist for which there are certified teachers for the major teaching assignment required by the position, no new teachers shall be hired for the recall period. The recall period shall expire after twelve (12) months following Board action authorizing the RIF.
- d. It shall be the responsibility of the laid-off teacher to be certain that the Human Resources Department has a correct, current address during lay-off and to be available for mail notification. Failure to do so may result in the forfeiture of recall rights. A laid-off teacher who is notified of recall must respond within 72 hours from notification, whether or not they accept the recall. Failure of the teacher to respond within that time shall terminate the teacher's right to recall. If the laid-off teacher declines a position, any further recall rights are forfeited.
- e. No credit on the salary schedule shall accrue during the laid-off period.
- f. No teacher shall have recall rights to a supplemented position.

- g. Upon returning to work, the laid-off teacher will resume fringe benefits which had accrued prior to lay-off. These include sick leave and membership, if any, in the Sick Leave Bank, except that the member shall contribute any days due the bank at the time of recall.

~~SCHOOL DAY~~

- ~~1. Teachers shall report to their teaching or assignment stations a reasonable time before the school day begins and remain a reasonable time after the school day ends as determined by the Board.~~
- ~~2. Teachers will be available at all reasonable and appropriate times to attend meetings and programs with students, parents, and/or professional personnel, including administrator(s) and other supervisory personnel.~~
- ~~3. Up to six teachers, who are regular members of the collective bargaining team, will be released from assigned duties to participate in collective bargaining talks without loss of pay.~~
- ~~4. The association president or designee will be released from assigned duties one (1) day per month to conduct association business. The cost of a substitute, if any, will be paid by the association. Application for leave will be made at least five (5) days in advance, except in cases of emergency. The association president will check in with the administrator of the school center which he/she visits.~~

~~DUTY FREE LUNCH~~

~~Bargaining unit members will have a duty free lunch time of not less than 25 minutes. This shall be implemented through an administratively developed equitable rotation system utilizing all school personnel as necessary. The parties agree that the Board shall not be required to expend any additional amount of money in order to implement this provision.~~

~~LEAVING SCHOOL~~

- ~~5. Teachers may leave the school campus during non-student contact time for occasional personal requirements without utilizing personal leave. Teachers who leave the campus must sign out in the school office, give their destination, and sign in when returning to campus.~~
- ~~6. By prior arrangement with the principals, a teacher who has a supplemental obligation at another school shall be allowed to leave school during non-student contact time and prior to the close of the regular day at no loss of pay, accumulated leave, nor be required to make up time missed. If a substitute is needed, the cost will be paid by the school sponsoring the activity.~~
- ~~7. However, this shall not exempt a teacher from participating in the activities which normally occur such as faculty, department, team or grade level meetings; participating in conferences with parents or professionals or assigned duties at their primary school site.~~

L. SUPERVISION OF STUDENT TEACHERS, TEACHER INDUCTION PROGRAM (TIP) AND INTERNS

- a. Supervision of student teachers and interns by a ~~†~~Teacher shall be voluntary.
- b. Teachers who serve as Peer Teachers in the Teacher Induction Program will receive a supplement according to the attached supplement schedule.
- c. For the purpose of paying the supplement a Peer Teacher is defined as a member of the bargaining unit who is assigned to serves as Peer Teacher.

M. COPIES OF AGREEMENT

Copies of this agreement entitled "Agreement Between the School Board of Citrus County and the Citrus County Education Association (Instructional)" shall be posted on the ~~d~~District website within thirty (30) days after the agreement is signed ~~and shall be available within thirty (30) days to all teachers now employed or hereafter employed by the Board. Two printed copies of the contract shall be available at each site. The expense of printing of the agreement shall be borne equally by the Board and the Association. The contract will be printed by the Association.~~

~~PAY SCHEDULE~~

~~Teachers shall receive their pay in twice monthly installments.~~

~~INSTRUCTIONAL MATERIALS~~

~~Teacher lesson plans, grade book and other teaching material shall be made available to the administration at all times with the teacher's knowledge.~~

N. SCHOOL ADVISORY ENHANCEMENT COUNCIL

All ~~†~~Teacher representatives on the School Advisory ~~Enhancement~~ Council shall be elected by their peers as legislated by law. An election committee made up of an Administrator ~~principal~~, a ~~†~~Teacher, an education support person, a student and a parent shall tabulate the results of the balloting.

O. VOTING RIGHTS

The District and Association ~~CCEA~~ acknowledge the importance of voting and encourage all employees to exercise their right to vote. Although there are numerous opportunities for employees to vote outside of the workday, faculty/staff, department, grade level meetings, and/or inservice trainings will not be scheduled before or after student contact hours on Citrus County, state, and national election days, barring emergencies. This will not prevent administrators from meeting individually with staff members as needed.

P. ELECTRONIC DEVICES

Employees shall not be required to utilize personal devices for work-related tasks. There is no expectation that staff who voluntarily use personal devices to access digital tools required for the job surrender their right to privacy of personal data on their own device, provided that staff do not archive student information on their devices. Reasonable replacement costs for damages incurred to district devices as a result of negligence, carelessness, or malicious behavior shall be the responsibility of the employee.

TA# 27
[Signature]
For the Board
10/20/25
Date

[Signature]
For the Union
10/20/25
Date