

TA 4/30/24  
*[Signature]*  
April 30<sup>th</sup> 2024

ARTICLE IX  
*Professional Employee Qualifications and Assignments*

- A. The Board agrees to work toward the assignment of professional employees to teach in a grade level ~~they~~ or subject area only within the scope of their teaching certification, ~~or licensure, or otherwise permitted by Florida Law. This includes assigning professional employees in accordance with all state laws and guidance related to qualifications and scope of practice for ESE positions.~~
  - B. Each professional employee shall be provided a form to indicate ~~return~~ their preference for assignment for the following school year no later than the last day of the third quarter. ~~to their administrator. The employee must return the form present to their administrator~~ four (4) weeks before the last day of school, ~~a written statement of their preference for assignment in the following term.~~ This can either be an email or a letter. This process is not to be used for a transfer to another school. ~~The principal or designee will send a reminder at least 30 days prior to the deadline date. This can be an email or letter.~~
- All professional employees who fail to submit the required form by the due date shall be assigned to vacancies which exist in the school to best benefit the needs of the school.
- C. The Board agrees to notify each professional employee of their intended school assignment one week prior to the last post-planning day of the school year subject only to changes needed to address FTE, certification, or as directed by the Superintendent.
  - D. Whenever the regular teaching assignment and/or previously assigned classroom of a professional employee is to be changed after the first day for students of the current school year, written notification shall be given to the employee at least 5 days prior. The employee shall receive one (1) day of duty-free planning to prepare for change of subject area/grade level. The employee shall receive one (1) day of duty-free planning to prepare for a change of previously assigned classroom/location. If both above scenarios apply, the employee shall receive two (2) duty-free planning days. Such notification shall include the reasons for such change. If any verbal discussion of such change takes place, it shall be done in confidence and during non-student contact time.
  - E. Professional employees who wish to be considered to teach in a summer school program shall apply for a summer school position by using the school district web site at any time. Instructors will be appointed contingent on student load and will be notified as soon as summer school plans are finalized at each individual school.
  - F. Associate teachers will be hired in selected situations when a LEAD TEACHER is available and as a result of the needs as determined by the district. The Associate Teacher will work under the direction of one or more lead teachers. The intent of this position is to comply with the Class Size Amendment but does not limit the district in using the position in other areas as needed. The Associate Teacher must be eligible for Florida certification and will have all the rights associated with the Negotiated Agreement. They will be assigned students of record but the duties will be limited to assisting the Lead Teacher in their duties and responsibilities. The Associate Teacher may be required to grade papers, lead instruction and participate in parent conferences, etc. Associate Teachers shall not be used as substitutes unless in emergency situations.

An Associate Teacher can fill a regular teaching vacancy at their current school without a posting. Special circumstances in the best interest of students as determined by Human Resources will be considered with input from the SJEA President.

~~G. — Associate Teacher Committee~~

~~The Board and the Association agree to form a committee of eight (8) members, four (4) from the District and four (4) from the Association. The committee shall meet once per semester to discuss concerns and review/monitor the data. The committee shall report back to the bargaining teams at least two (2) times a year.~~