

ARTICLE IV - TEACHER RIGHTS AND RESPONSIBILITIES

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Definitions:

Continuing Contract (CC): a contract issued to a teacher prior to July 1, 1984 allowing the teacher to continue in that position or a similar position on the salary schedule authorized by the School Board without the necessity for annual reappointment until such time the position is discontinued, the person resigns, his/her contract status is changed, or the teacher is terminated in accordance with Florida Statute.

Professional Service Contract (PSC): a contract issued to a teacher prior to July 1, 2011 that renews each year until such time as the person resigns, his/her contract status is changed, or the teacher is terminated in accordance with Florida Statute.

Annual Contract (AC): a contract issued to a non-probationary teacher for one year which may be renewed annually in accordance with the provisions of this collective bargaining agreement and state statute.

Probationary Contract (PC): a contract issued to a teacher during the initial year of employment in Polk County Public Schools where the teacher may be dismissed without cause or may resign without breach of contract. An employee may only be issued one Probationary Contract unless

the employee was rehired after a break in service for which an authorized leave of absence was not granted. A Probationary Contract shall initially be awarded regardless of previous employment in another School District or state.

Just Cause: *fair and reasonable basis for disciplinary action up to and including termination, as defined in applicable Florida Statutes specific to the contract under which the employee is employed.*

Moral Turpitude: *gross violation of standards of moral conduct, vileness. An act involving moral turpitude is considered intentionally evil, making the act a crime.*

4.1 Right to Organize: Teachers shall have the right to self-organization for mutual protection, to form, join or assist the organization or refrain from such activity, and to bargain collectively through representatives of their own choosing.

Neutrality: The Polk County Public Schools hereinafter “the District” any members of management including but not limited to administrators, supervisors, agents, or other representatives) will remain neutral and will not oppose attempts by employees to organize or select a collective bargaining representative and will not take any action or make any statement that directly or indirectly states or implies any opposition by the Employer to the selection by the employees of a collective bargaining representative.

4.2 Non-Denial of Rights: The Board agrees that nothing contained herein shall be construed to deny to any teacher all rights as guaranteed by the laws and Constitution of the State of Florida and the United States.

4.2-1 County-wide Election Days: To encourage all employees to participate in local, state, and national elections, the Board agrees that no events should be scheduled outside the regular employee duty day on all County-wide Election Days.

4.3 Non-Discrimination:

The School Board of Polk County, Florida prohibits any and all forms of discrimination and harassment. It is the policy of Polk County Public Schools to not discriminate in admission or access to, or employment in its programs and activities on the basis of race, color, national origin, religion, sex, gender, sexual orientation, gender expression or identity, pregnancy, age, homelessness, disability, or the use of trained guide dog or service animal, veteran or military status, marital status, genetic information, or other legally protected classification in its educational programs or services.

4.3-1 Teachers shall not be subject to discriminatory treatment.

4.3-2 Teachers shall not be subject to retaliation as a result of exercising any rights under this agreement.

4.4 Just Cause: No teacher will be disciplined, reprimanded, suspended, terminated or otherwise deprived of fringe benefits or contractual rights during the term of his/her contract without just cause. No teacher shall be demoted from continuing contract/professional service contract to annual contract nor be deprived of his/her contractual salary for the remainder of the contract year without just cause. No teacher will be relieved from a supplemental position during the term of

that supplemental contract without just cause. Refer to 14.4-1 for discipline concerning supplemental positions. Any teacher terminated during the term of his/her contract shall be entitled to a fair hearing based on due process.

4.4-1 Progressive discipline shall be followed, except in cases where the course of conduct or the severity of the offense justifies otherwise. Unusual circumstances may justify suspension with pay. Progressive discipline shall be administered in the following steps:

(1) verbal warning in a conference with the teacher. (A written confirmation of a verbal warning is not a written reprimand);

(2) dated written reprimand following a conference;

(3) suspension without pay for up to five days by the Superintendent and

(4) termination.

“Letters of Expectation” are not a form of discipline and may address issues related to professionalism or policy.

4.4-2 This section shall not apply during a probationary period when the employee may be terminated without cause, or the employee may resign without breach of contract in accordance with Florida Statutes.

4.4-3 A teacher shall have the right to have present a member representative of the Association and/or the Association staff during any disciplinary or investigatory conference with said teacher conducted by the principal or other designated County school official regarding the teacher's infraction of rules or delinquency in the performance of his/her professional duties. Teachers shall be notified twenty-four (24) hours in advance of such conferences when possible. When the teacher requests such representation, no disciplinary action shall be taken until representation is present. If a teacher is called upon to assist in an investigation of a principal/immediate supervisor, which was initiated by administration, that teacher shall have the right to Association representation including staff.

4.5 Reports in Personnel File: Personnel files shall be maintained in accordance with Florida Statute 1012.31. Each teacher shall receive a copy of all evaluative, reprimanding, disciplinary, complimentary, and derogatory reports to be placed in his/her personnel files at the school/department or District office. These reports shall be delivered in person, and the teacher shall sign to acknowledge receipt of them. Each teacher shall have the right to answer in writing to all evaluative, reprimanding, disciplinary, complimentary, and derogatory reports. These answers shall be delivered in person and the immediate supervisor shall sign to acknowledge receipt of them. The responses then will be placed in the teacher's personnel file. The teacher and/or the Association, upon written authorization from the teacher, may review and reproduce the contents, at his/her expense, or any of same. The review shall be made in the presence of the administrator or his/her designee, responsible for the safekeeping of such file. The teacher may challenge, through the established grievance procedure, the maintenance of any document therein. At the written request of a teacher, any report in a teacher's personnel file (school/department or District office) excluding assessments or observations, that may be considered or construed by the teacher and/or Association to be reprimanding, disciplinary or derogatory will be placed in an envelope and labeled "not relevant for disciplinary purposes" and returned to the personnel file.

PCPS-PEA Negotiations #3 10.1.25 Teacher 4 (add 4.15), Para 4 (add 4.28), ESP 5 (add 5.28)

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This would be done only after three consecutive years of no serious reprimands or problems on record.

4.5-1 Any record of disciplinary action or derogatory report which has been in the file longer than three years, or any reference in the file to an incident that occurred more than three years ago, may not be used as evidence or testimony against a teacher. Cases of disciplinary action which was the result of moral turpitude or a pattern of allegations of child endangerment that results in disciplinary action by the District or professional practice services are exempted from the three year moratorium.

4.5-2 In the event of a current, on-going criminal investigation, a public criminal history may be obtained and used in determining possible disciplinary action.

4.5-3 Materials relating to work performance, discipline, suspension, or dismissal must be reduced to writing and signed by a person competent to know the facts or make the judgment. No such materials may be placed in a personnel file unless they have been reduced to writing within 45 days, exclusive of the summer vacation period, of the school system administration becoming aware of the facts reflected in the materials. Additional information related to such written materials previously placed in the file may be appended to such materials to clarify or amplify them as needed. A copy of such materials to be added to an employee's personnel file shall be provided to the employee. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents. No anonymous letter or anonymous materials shall be placed in the personnel file. An employee has the right to answer in writing any such materials and the answer shall be attached to the file copy.

4.5-4 Except for items that are by law exempt, all material placed in the teacher's personnel file shall be available to the teacher at his/her request for inspection.

4.5-5 There shall be a single point of contact in the Human Resource Services Division for an employee or the Association to review the personnel file as defined in FL Statute. Furthermore, it is agreed that the school/worksites shall send those materials noted in 4.5-3 to the Human Resource Services Division for placement in said personnel file.

4.5-6 When statements are made against a teacher no written copies or related materials will be placed in the teacher's individual file nor any disciplinary action taken against a teacher until the teacher is made aware of the person who is making the accusation, the matter is discussed with the teacher, and the teacher has received a copy. If the principal/administrator finds that the statements or accusations are false, no record shall be maintained. Before disciplinary action is taken, the teacher shall be made aware of the person who is making the accusation and that teacher, at the discretion of the principal, shall be given opportunity to confront the accuser.

4.5-7 A memorandum will be distributed annually from the Human Resource Services Division to all administrators reviewing the expectations for personnel records set forth in Article 4.5.

4.5-8 Probationary Period: The parties intend to assure that an environment exists that encourages employees' success on an initial probationary contract. Before making a recommendation for termination of an employee during an initial probationary period, the principal/supervisor must contact the Human Resource Services Division. The Human Resource

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Services Division and the Polk Education Association will review the proposed recommendation for termination. The options of offering the employee a *transfer* to another location or upholding the release during the initial probationary contract will be reviewed, which may provide the employee a greater chance for success.

The decision of the Associate Superintendent of Human Resource Services Division shall be final and binding, and the decision shall not be subject to the grievance procedure. Nothing in this subsection shall be deemed to waive an employees' rights under local, state, or federal law.

4.6 District Curriculum and Textbook Committees: Recommendations of curriculum and textbooks for the District shall be made by committees appointed by the Superintendent or his/her designee. Teachers in the appropriate grade level or subject area shall comprise at least 50% of each committee. Secondary Textbook Committees should include a Reading Specialist. Said Committees shall recommend up to three (3) books/series for each grade/subject appropriate to meet the varying instructional ability levels. The selections shall be recommended to the Superintendent for presentation to the Board for adoption.

4.6-1 Teachers shall be encouraged to give suggestions and shall be included in the procedure to determine textbook budget allocation and curriculum within each school.

4.7 Professional Dress: In as much as teachers are role models for students, each teacher shall maintain a neat, professional appearance appropriate for his/her specific teaching assignment.

4.8 Classroom Decorum: The Board and the Association agree that proper classroom decorum is essential to the learning process.

4.8-1 Feedback shall not be given to teachers by District staff in the presence of students or peers, and instruction shall not be interrupted except for the safety of a student or other person.

4.8-2 When officials from other educational agencies are conducting campus visits, any feedback that needs to be made to teachers as a result of these visits, should not be made in the presence of students or peers, however all feedback should be made in the presence of the school administration.

4.9 Teacher Responsibilities: It shall be the duty of the Superintendent and his designees to see to it that the teachers are informed of all teacher responsibilities. It shall be the duty of the teacher to comply with such requirements. Among the duties and responsibilities for which teachers will be accountable to perform are as follows:

1. Teach efficiently and faithfully in the classroom or place of duty.
2. Use prescribed instructional materials and methods of instruction.
3. Punctual and accurate record keeping.
4. Fulfill the terms of any teaching contract unless released from the contract by the Board.
5. Conform to Board rules and regulations.

6. Regular and prompt attendance is an essential job function for all employees. Employees who are absent from duty must be on a contractually recognized leave.

4.10 Use of Personal Property: Teachers shall not be required to provide/use personal property while carrying out their professional duties. A teacher shall have the right to appeal to the Board for payment for loss relating to personal property damaged beyond use or stolen (such personal property having been listed with the principal and not covered entirely by the teacher's insurance) while the teacher is acting in the performance of his/her teaching duties. Prior to appealing to the Board the request will be discussed with and investigated by the Superintendent or designee.

4.11 Faculty Funds: Personnel contributing to faculty funds shall yearly select a committee to manage the fund. An annual financial statement(s) of distribution of receipts from faculty funds and those vending machines used primarily by faculty members will be kept on file and made available to appropriate faculty members.

4.12 Teacher Orientation: The District employee handbook, the school faculty handbook which contains all local school policies and regulations, and any handbooks specific to assigned job tasks shall be updated annually, shall not be in conflict with the contract, and shall be provided to each teacher prior to the start of classes. Said handbooks shall provide written direction to access school board information on the web.

4.13 Polk County School Board Policies: Employees shall be notified of any changes in School Board Policies and all current policies shall be posted on the District's website.

4.14 Forms Management Committee: A county-wide standing committee shall be established to review paper and electronic forms that originate from any office within the school system to be completed by other divisions, other departments, principals, teachers, students or parents. The Association shall name a majority of the committee members.

4.14-1 The goal of this committee shall be to recommend the reduction of as much paperwork as possible.

4.14-2 Teachers shall not be required to fill out forms, checklists, or data gathering and other documents that do not have an official School Board number on them. §. [1008.385\(2\)](#) FLORIDA STATUTE requires each district school board to reduce paperwork and data collection and reporting requirements.

4.15 Supervisor Feedback

Each member of the bargaining unit shall have the opportunity to provide feedback to their administrator(s) and/or supervisor(s) at the end of the first and third quarter of each school year, in the form of an electronic, anonymous survey, with questions and format to be mutually agreed to by the District and the Association. This feedback is meant to assist administration in refining their policies, procedures, and management style for continuous improvement of worksite morale and operations. This feedback will be provided at request of the Association through the Chief of Schools.