

**AGREEMENT**

**BETWEEN**

**THE FRANKLIN COUNTY BOARD OF EDUCATION**

**AND**

**THE FRANKLIN COUNTY TEACHERS ASSOCIATION**

**FOR**

**2005-2008**

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## **PREAMBLE**

The Board of Education of the Franklin County School District, State of Florida, hereinafter referred to as the “Board”, and the Franklin County Teachers Association, hereinafter referred to as the “Association”, agree as follows:

### **ARTICLE I – RECOGNITION**

#### A. Unit

The Board hereby recognizes the Franklin County Teachers Association, an affiliate of the Florida Education Association and the National Education Association the certified exclusive and sole bargaining representative for all personnel as set forth in the PERC certification instrument (Case: 8H-RA-754-1170 No. 153) issued by the PERC on the 6<sup>th</sup> day of November, 1975. This includes appropriate personnel whether under contract, either verbal or written, employed by the Board of Education of the Franklin County School District. The unit described in the above certification is as follows:

Included: Instructional Teachers, Guidance Counselors, Media Specialists, and all other employees whose salary is based upon the Instructional Salary Schedule.

Excluded: Superintendent, Principals, Assistant Principals, all district level administrators, and All other employees employed by the Franklin County School Board.

#### B. Definitions

1. The term “Board”, as used in this Agreement, shall mean the Board of Education of the Franklin County School District or its duly authorized representatives.
2. The term “employee”, as used in this Agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employees Relations Commission.
3. The term “Association” as used in this Agreement, shall mean the Franklin County Teachers Association or its duly authorized representatives or agents.

## **ARTICLE II – ASSOCIATION AND TEACHER RIGHTS**

- A. The employees will retain and reserve the rights, the duties, and the responsibilities vested in them by the Florida Statutes, Constitution, and the State and School Board regulations and policies.
- B. The FCTA shall be permitted use of school buildings for meetings the same as other organizations, provided details are arranged in advance with the building principal. A minimum rental charge may be assessed, if as a result of the meeting the school incurs expenses for security, custodial, or other services. Such rental charges shall be consistent with charges made to other organizations using school facilities.
- C. The Association shall have the right to post notices of activities and matters of Association concern in a location in each school building mutually agreed upon by the building representative and principal. The Association shall have the right to the use of teacher mail boxes, for communications to teachers, with the prior knowledge of the building administrator.
- D. A duly authorized Association representative, or the representative of its respective affiliates, shall be permitted access to school property to investigate teaching conditions, teacher complaints, and problems in response to specific complaints, provided that they make their presence and the nature of the business known to the principal prior to entering the building, and provided that this shall not interfere with or disrupt normal school operations. Nothing in the above paragraph shall be construed to provide release time to any employee.
- E. The Board agrees to furnish the Association in response to their official request, all available public information at cost.
- F. The private and personal life of any teacher is within the concern or attention of the Board only when it affects teaching performance as defined by Florida Statutes. The teachers shall be entitled to full rights of citizenship as guaranteed by law.
- G. Payroll deduction of Association dues
  - 1. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association.

Such authorization shall continue in effect from year to year thereafter, unless revoked in writing giving (30) days notice to the clerk and FCTA President. Pursuant to such authorization, the Board shall deduct such sum as authorized in one (1) full payment or in equal payments from the teacher's regular salary check received by the teacher in the pay period following the date of authorization. The

deductions shall be remitted not less frequently than monthly to the Association. (See Continuing Membership Payroll Deduction Authorization Form in Appendix A.)

2. The FCTA shall indemnify and save harmless the Board from any and all claims, demands, suits, and costs incurred in connection with any such claim, demand, or suit resulting from any action taken or omitted by the Board for the purpose of complying with the provisions of section G.
  3. The initial cost of setting up dues deduction shall be borne by the Board.
- H. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, insurance, or any other plans or programs currently being deducted. With respect to all sums deducted by the Board pursuant to authorization of the employee, the Board agrees to promptly to disburse said sums.
- I. The Association Faculty Representative shall be given an opportunity at each building faculty meeting to present brief reports and announcements at the conclusion of the faculty meeting.
- J. Present Board policies relating to teacher employment shall be maintained unless changed by the terms of this contract.
- K. The teachers through the Association representative, shall be given the opportunity to speak before the Board on matters regarding the formulation of Board policies and educational programs.
- L. The Board shall retain all rights, functions, powers, and authority it had prior to the signing of this contract, except as such rights are specifically relinquished in this contract.

### **ARTICLE III – NEGOTIATIONS PROCEDURES**

- A. Representatives of the Board and the Association's negotiations committee will meet as mutually agreed upon during the regular school year at a time convenient to both parties, for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise. Each party shall submit to the other, at least twenty-four (24) hours prior to the meeting, an agenda covering what they wish to discuss. The parties agree to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving such matters.

- B. In any negotiations described in the Agreement, neither party shall have any control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the 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 negotiations. Throughout negotiations, all tentative agreements shall be signed by representatives designated by each party. There shall be four (4) signed copies of any final agreement. Two (2) copies shall be retained by the Board and two (2) by the Association.
- C. Any cost incurred through mediation, fact-finding, and arbitration shall be shared equally by the Board and the Association except as provided by PERC order.
- D. All proposals and counter-proposals, introduced by either party with the intent to amend the Agreement, shall be reduced to writing.

#### **ARTICLE IV – GRIEVANCE PROCEDURE**

- A. Any claim by a teacher, or the Association, that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the principal, either personally or accompanied by an Association representative.
- C. The filing of a grievance must take place within fourteen (14) days of the occurrence of the alleged grievance or within fourteen (14) days of when the employee knew or should have known of the events which gave rise to the grievance.
- D. If as a result of the informal discussion with the principal, a grievance still exists, the following formal grievance may be processed through the Association on the form set forth in annexed Appendix B, signed by the grievant, which form shall be available from the Association representative in each building. Such form shall be fully completed.

#### Step I

The grievant shall submit to the principal, a copy of the completed grievance form. If the grievance involves more than one school building, it shall be filed with the Superintendent or his/her designee. Within five (5) working days of receipt of the grievance, the principal shall meet informally with the grievant and the designated

representative from the Association in an effort to resolve the grievance. The principal shall indicate the disposition of the grievance in writing within five (5) working days after such meeting, and shall furnish a copy thereof to the Association.

### Step II

If the grievant, represented by the Association, is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting, the grievance shall be submitted to the Superintendent. Within ten (10) calendar days the Superintendent or his/her designee shall meet with the grievant and the designated representative from the Association and shall indicate the disposition of the grievance in writing within five (5) calendar days of such meeting and shall furnish a copy thereof to the Association.

### Step III

If the aggrieved is not satisfied with the disposition at Step II, the aggrieved may choose to submit the grievance to either a School Board hearing or an arbitrator. If the aggrieved chooses a Board appeal, the Board shall hold a hearing within thirty (30) calendar days after the receipt of the grievance. The aggrieved and the Board shall have the right to include in its representation such witnesses and counselors as they deem necessary to develop facts and proofs pertinent to the grievance. All expenses of counselors and witnesses for each party will be handled by the party requesting their attendance. Upon conclusion of the hearing, the Board shall have seven (7) working days in which to provide its written decision to the aggrieved. Such decision is final and not subject to the arbitration step of this Article.

### Step IV

If the grievance remains unresolved at the conclusion of Step II, the grievance may be submitted to final and binding arbitration. Employees who choose a School Board hearing may not submit the grievance to arbitration. The aggrieved must notify the Board with twenty (20) working days in writing if the grievance is submitted to arbitration. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be requested to furnish a panel of five (5) names. The Board and the aggrieved respectively shall alternate by striking a name until one is left. The parties may request an entire new panel if they so desire and provided the parties mutually agree. The rules of the American Arbitration Association shall govern the proceedings. The arbitrator shall have no power to alter the terms of the Agreement. The cost of the arbitrator will be shared equally. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other. The right to proceed to the arbitration step shall be limited to the Union.

- E. The Board and the Association shall share equally the fees and the expenses of the arbitrator.
- F. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 11 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Whenever illness or other incapacity of the parties prevents attendance at a grievance meeting and conferences are held during school hours, all employees whose presence is required shall be excused with pay for that purpose.
- G. Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this agreement.
- H. All teachers will be entitled to fair, reasonable, and equitable treatment. A teacher who participates or intends to participate in any grievance as described herein shall not be subjected to any discipline, reprimand, warning, or reprisal because of such participation or intention. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant.
- I. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of contract, the teacher shall be reinstated with full reimbursement of all professional compensation lost. If any teacher shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to the teacher.
- J. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- K. Nothing in this Article shall be construed to prevent any grievant from presenting at any time his own grievances, in person or by legal counsel, to the employer, and having such grievances adjusted without the intervention of the Association, provided however, that if such grievant chooses to represent himself, he shall do so in accordance with the provisions and procedures outlined in this contract.
- L. During the process period of a grievance, the grievant shall continue to follow the directions of his/her administrator until such time as the grievance is settled.

## **ARTICLE V – TEACHING CONDITIONS**

- A. The Board shall determine the adequacy of educational facilities and provide, as nearly as possible, a uniform system of schools in the district.
  
- B. The beginning and ending time of the teacher workday may be varied to meet local school needs. The workday for teachers shall be seven hours, fifteen minutes, consecutively, except that duty teachers may be required to work a 7 ½ consecutive hour day, on a rotating basis. The workday shall include a planning-preparation period during the student day, teaching periods, and time for other daily, routine duties. Teachers will not be asked to substitute during the planning-preparation period except in cases of emergencies. The school's principal shall discuss with the teacher the possible impact of the request on student learning activities. Teachers whose workday is extended due to substituting during their planning period, shall have the 7 ¼ hour pay extended to provide those extra services necessary to perform their job requirements. This additional pay is for work done beyond the 7 ¼ hour day.
  
- C. All teachers shall have a planning-preparation period during the student day. In instances when the employee who regularly supervises the students during the music and physical education period is absent, a substitute shall be provided.
  
- D. A duty roster shall be made which shall allow each teacher the maximum number of duty free lunch periods per week. Continuing efforts will be made to provide a duty free lunch period for each teacher. All teachers are entitled to fair, reasonable, and equitable treatment.
  
- E. The Board shall make available in each school, lunchroom, restroom, and lavatory facilities for staff use and at least one room, furnished and ventilated, which shall be reserved for use as a staff lounge. Students shall not be permitted to use these areas unless approved by the building administrator.
  
- F. A private room or space equipped with a telephone shall be assigned by the principal for parent-teacher conferences.
  
- G. The principal may make teacher assignments for activities and pupil supervision as he/she deems necessary during the workday. Duty assignments will be made on a fair, reasonable, and equitable basis.

- H. Teacher participation in extra-curricular activities beyond the normal workday, for which no additional compensation is paid, shall be strictly voluntary. However, the principal will have the option to require attendance at graduation activities, annual school open house, awards night and home-coming activities and appropriate release time shall be made by the principal. The Association shall encourage all teachers to participate in the aforementioned activities.
- I. The principal shall schedule faculty meetings as deemed necessary. Faculty meetings may extend the working day by not more than thirty (30) minutes, provided that faculty meetings which extend the working day shall not be held more than three (3) times in any calendar month.
- J. When school is not in session, teachers may be given access to their classrooms or work areas by arranging such access with the principal.
- K. Teachers shall not be required to perform tasks which would endanger their health or safety. In an emergency, teachers shall take necessary action to provide for the safety of the students and themselves, and as soon as possible the principal shall be advised of the situation.
- L. Observations of a teacher's class by persons other than school district or state administrative/supervisory personnel shall be allowed only after consent has been granted by the building administrator and a 24-hour notification is given to the teacher involved.
- M. Regular custodial service shall be provided by the Board to maintain classrooms, and other learning areas of each school, in a clean condition. It is the responsibility of teachers to see that students clear paper, books, etc. from the floor daily and the room is kept in neat order.
- N. Occasionally, teachers may leave school prior to the end of the teaching day with prior approval of the principal providing that the teacher has arranged for coverage of all duties.
- O. Travel time for "out-of-town" conferences or inservice activities may extend the working day without further compensation.
- P. Effort shall be made to give all employees notice of their assignment for the forthcoming semester as soon as possible.

## **ARTICLE VI – SCHOOL ADVISORY COUNCILS**

### A. School Advisory Councils

1. The Franklin County School Board shall establish a school advisory council in each District school pursuant to current legislation on School Advisory Councils, Section 1001.452 (1) Florida Statutes.
2. Council members shall include the school principal, an appropriately balanced number of teachers, educational support employees, parents, students, and business and community representatives. Members shall be representative of the ethnic, racial, and economic community served by the council.
3. At any school where no representative of FCTA is elected as a member of the SAC, an FCTA member, selected by the faculty, may be presented to serve as a non-voting resource person. All meetings of the SAC are open and public.

B. Teacher representatives who serve as members of the SAC will be given temporary duty leave to attend SAC meetings held during school hours.

C. Information regarding the development and implementation of school improvement plans and minutes from SAC meetings will be made available to staff members. Minutes are to be posted following SAC meetings.

D. A school board may originate a request for a waiver and submit the request to the commissioner if such a waiver request is submitted by the SAC established pursuant to Florida Statutes.

Requests for a waiver must comply with Florida Statutes and State Board Rules and are inclusive of the following:

1. Specific statute or rule to be waived;
2. Statute or rule citation authorization waiver;
3. Description of the innovative, proposed changes, and implementation procedures;
4. Description of how the statutes or rule is a restriction;
5. Description of how the waiver will improve student outcomes in relation to performance standards;
6. Description of how student performance will be evaluated, and
7. Description of how the district will report the improvements that take place as a result of the waiver;

Waivers must be approved by the Franklin County School Board prior to the submission to the Commissioner of Education and consist of all information requested on ESE 661. Waiver requests are good for one year.

- E. Representatives of the Franklin County School Board and the Association's negotiations committee will meet as mutually agreed upon during the regular school term to review any waiver requests submitted by School Advisory Councils which might have a direct bearing on the Collective Bargaining Agreement.

The waiver process for the collective bargaining agreement must meet the following conditions:

1. A school must explore alternative solutions with the district prior to requesting any waiver.
2. Any waiver request must express a consensus of the school. Documentation must be available to support the claim of consensus.
3. A description of the situation which requires change must be provided and must include alternatives already tried, objective of the waiver request, methods, and effective date for the new procedures.
4. Waivers must be school specific (requested by individual schools) and shall be granted for a limited time, according to the needs of the requesting school.

Any waiver request must be reviewed by a committee as established in Article III paragraph A of this agreement. This committee shall recommend to the Executive Committee of the Franklin County Teachers Association and to the Franklin County School Board the merit of the waiver requested. Upon mutual acceptance of the waiver request by the Franklin County School Board and the Executive Committee of the Franklin Teachers Association, the waiver shall be granted.

## **ARTICLE VII – CLASS SIZE, CLASS LOAD AND SPECIALIZED INSTRUCTION**

- A. The parties agree that class size limits should be ideally maintained to meet Southern Association standards. Particular attention should be paid teacher allocations in the primary grades, based upon the assumption that smaller classes are more critical to the teaching and learning processes in grades K-3.
- B. When a teacher believes that class size is a problem in his/her class, the teacher will discuss the situation with the principal. Alternatives will be discussed and implemented. If the teacher or the principal feels that other resource persons are necessary, a meeting will be scheduled within five (5) school days with the teacher, the principal, and a district level administrator. Management will forward its decision to the teacher within five (5) school days of said meeting.

- C. Class size will not be used as a punitive measure against a teacher and within a given school, the administration will attempt, where possible to balance the load between teachers teaching identical elementary grade levels and/or identical courses.
- D. Total time between tardy bell and dismissal bell shall be uniform throughout the county for similar grades at the elementary level. Total classroom instructional hours shall be uniform throughout the county at the secondary level.
- E. Elementary teachers may use the time during which their students are in special classes such as art, music, or physical education as a preparation/conference period.
- F. Teachers of art, music, physical education, laboratory sciences, medial specialists, speech therapists, reading consultants, visiting teachers, counselors, and all exceptional education teachers shall be provided with relief and preparation time to the same extent as other teachers at their grade levels.

### **ARTICLE VIII – TEACHER AUTHORITY AND PROTECTION**

- A. The Board recognizes the necessity for provision of measures to insure both the authority and the personal protection of each member of the instructional and administrative staff. It is therefore agreed that, whenever and wherever possible, issues of this nature will be characterized by cooperative efforts and mutual support between and among the various levels of district educational personnel.
- B. Any case of assault upon a teacher while on duty shall be reported promptly to the Board or its designee by that teacher or any other teacher observing or having knowledge of the assault. In cases involving assault by a student upon a teacher, where said teacher is determined by the administration to be free from fault, and where said teacher has filed civil charges, the Board will advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by Law Enforcement and Judicial authorities.
- C. Any parent or other person not subject to the discipline of the school who assaults any person employed in an instructional capacity on school property shall be guilty of a felony of the third degree, punishable as provided by law.
- D. Any person who upbraids, abuses or insults any member of the instructional staff on school property or in the presence of the students at a school activity, or any person not otherwise subject to the rules and regulations of the school who creates a disturbance on the property or grounds of any school, who commits any act that

interrupts the orderly conduct of a school or any activity thereof, shall be guilty of a misdemeanor of the second degree, punishable as provided by law.

Students will be disciplined in accordance with the Franklin County School Board Code of Conduct.

- E. Any teacher may use such force as is deemed reasonable in protection from personal attack or to prevent injury to another student or fellow employee.
- F. In the event that any employee of Franklin County must be searched, probable cause based on reasonable suspicion must be established. Reasonable suspicion must be based on specific, objective facts derived from surrounding circumstances from which it is reasonable to infer that further investigation is warranted.
- G. Where a teacher is adjudged guilty of a criminal charge or has judgment entered against him/her, the Board has no further responsibility for pay or loss of accumulated leave.
- H. Any employee required to appear before a judicial body or legal authority as a result of conditions described in sections B, C, D, E of this Article shall be entitled to leave of absence and as outlined under provision for jury leave provided under this agreement.
- I. No complaint by a parent or a student directed toward a teacher shall result in formal disciplinary action without the teacher first being given an opportunity to respond at an informal level. A teacher shall be entitled to have present a representative of the Association when formal action of a disciplinary nature is anticipated for any infraction of rules or delinquency in professional performance. It is the prerogative of the administration to investigate any such complain and to take action it deems necessary to bring such complaints to resolution in the best interests of the students.
- J. A record of student misconduct shall be kept by the principal or his/her designee. Such a record shall be kept current, and it shall include the student's name, the referring teacher, the date, the nature of the misconduct, and the disposition. A copy of the last referral stating the disposition shall be provided to the referring teacher within twenty-four (24) hours.
- K. If any teacher is complained against or sued as a result of any action taken by the teacher while in the pursuit of employment, the Board will underwrite the cost of legal counsel for cases of tort liability, provided that in the opinion of the Board the employee was at his/her assigned post and was not guilty of willful neglect of duty, gross negligence, or improper conduct. If the teacher pleads guilty or nolo contendere, the Board shall be relieved of all further responsibility for the teacher's liability.

## **ARTICLE IX – GENERAL EMPLOYMENT PRACTICES**

- A. Based on a probable cause determination, the Board may require a physical or mental examination beyond the required by school board policy. Cost of such examination shall be paid by the Board. When such is necessary, the Board will provide a list containing least two (2) physicians from which the employee may choose the physician. The teacher, at his/her option and expense, may obtain another physician's examination and report. Such report shall be given equal consideration. Time used in examination requested by the Board shall not result in a loss in pay.
- B. Teachers for summer school will be notified and placed under contract for the summer school positions. Principals are responsible for the selection of summer school employees based upon certification, length of service in the school, learning styles, and other instructional needs.
- C. Teachers who begin at the beginning of the school year and work the entire contract period on a full-time basis, shall receive 1/20 of the annual contract salary, over 10 months, paid on the 14<sup>th</sup> and 30<sup>th</sup> of each month.
- D. Paychecks shall be issued on a twice monthly basis on the 15<sup>th</sup> and 30<sup>th</sup> of each month (over a 10-month period). Deductions shall equal ½ of the monthly deductions. If a payday falls on a school holiday or a weekend, paychecks shall be issued on the last scheduled work day prior to the 15<sup>th</sup> or 30<sup>th</sup>.
- 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 annual contractual salary per day.
- F. Annual contract teachers shall be informed of their job status by three (3) weeks following the close of the regular legislative session. Any teacher who is not recommended for reappointment may request the reason(s) for non-reappointment.
- G. All teachers shall receive full credit on the salary schedule for satisfactory teaching experience in the state of Florida or any other school district accredited by a recognized agency.
- H. A \$100.00 Performance Bonus will be awarded at the end of the year for all teachers who have an effective or above evaluation overall.

I. Performance Pay Plan

1. Persons who are eligible for performance pay must meet 3 of the 5 following criteria:
  - a. Exemplary annual evaluation
  - b. National Board Certification
  - c. Continuing education at the rate of three (3) semester hours of graduate level courses completed prior to May 30<sup>th</sup> of each year, documented by transcript
  - d. Completion of a minimum of 50 volunteer (non-paid/non-supplemented) hours for the Franklin County School System. The volunteer hours must be documented by the activity sponsor and principal/district level administrator. The volunteer hours must be outside of assigned areas or supplemented positions.
  - e. Fifty-five (55) percent of students show at least one-half year gain on state standardized tests or posttests for courses not covered by standardized state assessment.
2. Persons who are eligible for performance pay will receive a five (5) percent supplement on their individual total base salary payable June 15 of each year.

**ARTICLE X – TRANSFERS AND REASSIGNMENTS**

- A. Beginning the last teaching day of September and continuing on the last teaching day of each month, the Superintendent or designee shall post in all school offices and faculty rooms, all known vacancies which will occur, including newly created positions, the date the vacancy will occur, the subject area or grade level of the vacancy and the school in which the vacancy will occur.
- B. Teachers who have requested transfer or reassignment shall be notified of the administration's action on said transfer or reassignment as soon as action is taken.
- C. Involuntary transfers will be made only to prevent undue disruptions of instructional programs. It is recognized that the frequent transfer of teachers from one school to another is disruptive of the educational process and interferes with the optimum teacher performance. It is therefore agreed as follows:
  1. When reduction in the number of teachers is necessary, all volunteers shall first be transferred, after which transfer will be made on the basis of years of service in school building and areas of certification. Where there are two teachers equally certified, then the one with least service shall be transferred first. Such transfers shall be in areas of certification with written notice given to the teachers concerned as soon as possible.

2. When involuntary transfers are necessary, lists of positions in other schools shall be made available to all teachers being transferred. In filling such positions, preference shall be given to presently employed teachers over newly hired teachers. Such preferences shall be based on qualifications, certification, and length of service.
- D. The foregoing shall not be construed in such a way as to prohibit the Board from transferring employees when the Board determines it is in the best interest of the school system.
- E. 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, provided that this training shall be at no additional expense to the Board and if time permits.

#### **ARTICLE XI – REDUCTION IN PERSONNEL**

- A. When staff reductions among certified personnel are necessitated by a decrease in enrollment, budgetary restrictions, or the phasing out or reduction of programs, staff reductions shall be based on length of service in the school system, qualifications, and program needs by subject area or grade level.
- B. All certificated personnel terminated for reasons stated above shall be given preferred consideration for reemployment in order of length of service in the school system, provided that program needs by subject area and grade level are met through appropriate certification qualification of the employee.
- C. No new teachers will be hired in a subject area before teachers who are terminated from other subject areas or grade levels who may be qualified and who possess the necessary certification or approval have been offered the position and have declined or failed to accept the position.
- D. Any teacher who would have qualified for retirement during the reduction year shall be permitted to teach that year so as to acquire needed service.

#### **ARTICLE XII – VACANCIES AND PROMOTIONS**

- A. All openings for promotional or extra-compensation positions shall be posted by the Superintendent or his/her designee. These notices shall be posted in the offices and the faculty rooms of all buildings. These notices will include the job description,

effective date of vacancy, kind of certification necessary, and information concerning the securing and the deadline for filing of the application.

- B. Any qualified teacher may apply for the positions described in Paragraph A above, and all applications will be given due consideration. If the application is on file, it can be updated.
- C. Summer school positions and summer workshop assignments should not be assigned to teachers who have indicated they do not plan to work for the Franklin County School District the following year.

### **ARTICLE XIII – TEACHER EVALUATION**

The parties recognize that evaluation is something that is done with and for a teacher, and not to a teacher. The parties further recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, the following procedure will be used to accomplish these goals with teachers.

- A. All teachers shall be given a copy of the evaluation criteria and appraisal form during September. This shall include an explanation and discussion of the evaluation process. Any change in the currently adopted evaluation form shall be negotiable.
- B. The number of formal and informal observations shall be determined by the Administration; however, there shall be at least one formal evaluation per semester for all personnel on annual contract. Formal evaluation shall occur when the Administrator visits the classroom after having identified the weeks within which the formal classroom observation will take place. Informal observations shall be any other observation of an employee's performance during work or assigned duty hours. Where an administrator observes during an informal observation that the employee's performance needs to improve, the employee shall be notified in writing of the behavior observed and instructed how to improve.
- C. All formal observations of employees for the purpose of evaluation shall be conducted openly and with the full knowledge of the employee. Any informal observation will also be conducted openly and the employee will be made aware of any such entry as per sections E and F below.
- D. A conference involving the administrator and the employee shall be held to discuss the administrator's formal evaluations. The formal employee evaluation form shall be the means by which the district complies with the annual assessment of employee performance of duties as required by Section 1012.34, Florida Statutes.

- E. The administrator and the employee then sign any document to be placed in the employee's personnel file. The employee's signature shall indicate only that the employee has read the report and does not necessarily indicate agreement with the content.
- F. The employee will receive a copy of any document or any other reports (letters of complaint, etc.) that are to be placed in the personnel file. Further, the teacher shall have the right to respond in writing to any such documents and to submit additional information to be attached to the entered document.
- G. The written formal evaluation will include statement of: strengths, deficiencies, desired improvements, suggested methods to improve, lengths of time in which to achieve improvements, and consequences that may occur if the improvements are not achieved. The formal evaluation shall include the evaluator's recommendations regarding the continued employment of the teacher and the reasons for such recommendation.
- H. No employee shall be disciplined including reprimand or suspension without just cause. Where a request for Association representation is made, disciplinary action shall be delayed for up to twenty-four (24) hours to allow employees to obtain such representation, except in situations where the employee's presence might prove disruptive to the orderly operation of the school.
- I. Employees shall have the right, upon request, to review and reproduce the contents of his/her own personnel file. A representative of the FCTA may, at the employee's request, accompany the employee in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file.
- J. A copy of the evaluation form shall be attached to this contract.

#### **ARTICLE XIV – SICK LEAVE POOL**

- A. A Sick Leave Pool Committee shall be established consisting of one member from each school selected by the union and one member appointed by the Superintendent. All voting representatives must be members of the sick leave pool. Members of the sick leave pool from each school will be selected by October 1 of each year. Members of the committee will review and monitor sick leave procedures and make decisions concerning sick leave days awarded to eligible members. The sick leave pool shall operate only in accordance with the provisions of Florida Statutes 1012.61.
- B. The sick leave pool shall be used for the employee's personal debilitating illness, accident, or injury.

C. The sick leave pool is available to all employees represented by the bargaining union after one (1) year of employment. One year means uninterrupted employment over a twelve (12) month period. Participation in the sick leave pool is voluntary to bargaining unit employees who have accrued a minimum of five (5) sick leave days left over from the previous year or years. Each participating employee shall contribute one (1) day of sick leave, which shall be removed from the employee's record during the first month of participation. Employees who have been employed for one (1) year or more with a minimum of five (5) sick leave days shall provide written consent for participation in the sick leave pool on or before September 15 of each year. Exceptions shall be made for employees of the bargaining unit who gain eligibility status after September 15.

#### D. General Provisions

1. Participating employees shall be eligible to draw in ten (10) day increments, from the sick leave pool, for any one illness, injury, accident, or complication thereof. A maximum of thirty (30) sick leave days per year can be utilized. Each application shall be accompanied by a physician's statement. Photostatic copies of the doctor's statement will not be accepted. The committee reserves the right to ask for a second opinion. Sick leave pool days may not be used for maternity except in cases of major complications.
2. Extension applications for an initial illness, accident, injury, or complication thereof will be submitted within seven (7) days of the beginning date of the original application.
3. Any participating employee withdrawing sick leave days from the member's respective category shall not be required to replace those days except as a regular contributing member to the sick leave pool.
4. If a member is incapacitated and cannot act on his/her own behalf, the member may appoint, in writing, an authorized agent to transact sick leave pool actions.
5. All applicants requesting use of sick leave pool shall give written consent for sick leave records to be reviewed by the Sick Leave Pool Committee. Employee records shall be confidential. Applications for sick leave days must be made within thirty (30) working days after returning to work.
6. The committee shall establish procedures for identifying and recording contributions to and withdrawals from the sick leave pool and for compliance with State Board Rules, Florida Statutes, and School Board Policies. Bookkeeping requirements for the sick leave pool will be the responsibility of the Superintendent or designee due to audit requirements.

7. The Sick Leave Pool Committee shall review sick leave pool procedures annually and participate in scheduled annual workshops with the Franklin County School Board to review the sick leave procedures.
8. Periodic notification of sick leave pool status shall be reported to the members. Immediate notification shall be given if additional days are levied to replenish the pool.
9. The Sick Leave Pool and the Superintendent and/or Designee shall take all necessary precautions to preclude abuse by members.
10. An eligible employee may apply for leave from the sick leave pool after the depletion of the employee's accrued sick leave days.
11. The Sick Leave Pool Committee shall make the final decision in awarding sick leave days from the sick leave pool. The decision of the committee shall be binding.
12. If the number of active participants in the sick leave pool falls below twenty-five (25) percent of the total number of school board employees from the bargaining unit, the sick leave pool will be discontinued for the balance of the school term.
13. Members of the Sick Leave Pool Committee and the Franklin County School Board agree to review and make agreed upon revisions as required to initiate the implementation of the Sick Leave Pool.

#### **ARTICLE XV – PAID LEAVES**

- A. Sick leave shall be granted in accordance with Florida Statutes Section 1012.61.
- B. Teachers shall be given a copy of a written accounting of accumulated sick leave days. Such accounting shall include the number of sick days used during the year and the total number of sick days accumulated to date. Such accounting shall be furnished each teacher annually.
- C. Extended Sick Leave – An employee who is unable to work because of personal illness or disability: or illness, disabilities or death of a member of his immediate family, and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year. Such leave may be used by an employee who is taking extended parent leave (Article XVI – Section A) until the first day of the semester when such leave begins.
- D. Job Related Illness or Injury – An employee may apply for illness-in-line-of-duty leave for personal injury received in the discharge of his duty or for illness from any

contagious or infectious disease or other infestations contacted in school work. Such leave is non-cumulative and shall not exceed ten (10) days during any school year, except at the discretion of the Board, and is not charged as sick leave. All applications for illness-in-line-of-duty leave must be accompanied by a certificate of illness from a licensed physician and endorsed by the principal to the effect that the employee had, prior to his absence, been exposed to the disease at the school center and that in his opinion the disease was probably contacted in school work. Payment for leave under this provision will not be made without prior school board approval.

E. Temporary Leaves of Absence – As of the beginning of each year, employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay.

1. Personal – Each member of the instructional staff employed on a full-time basis shall be entitled to accumulate sick leave as provided by Florida Statute 1012.61. Each member of the instructional staff is permitted to be absent up to six (6) days each year for personal reasons. Such absences shall be charged only to sick leave and leave for personal reason is noncumulative. Personal leave may not be used to conduct union business or for any activity which will result in taxable income. Personal leave will be applied for on a form provided by the Board, the reason given shall be: *This leave request is not a violation of the collective bargaining agreement.* Personal leave requests will be filed twenty-four (24) hours in advance, except in cases of an emergency. Principals may restrict such leave to 10% of a faculty on a given day. It is understood that the principal may deny requests for personal leave the day preceding or following a holiday, or other critical date (FCAT testing date, for example), when the teacher's presence may be in the best interest of the students.
2. Jury and Legal – Any regular employee of the school system, when called for jury or subpoenaed as a witness, shall be given temporary duty and shall receive his/her full salary. If the subpoena is for personal reasons, the employee must take personal or annual leave, whichever is applicable.
3. Association – Up to twenty (20) days shall be available, collectively, for representatives of the Association to attend conferences, conventions, or other activities of the local, state, and national affiliated organizations. Such leave shall be approved in advance by the principal.
4. Professional – Professional leave up to ten (10) days may be temporarily assigned and therefore absent from his regular duties and place of employment for the purpose of performing other educational services, including participation in surveys and workshops. Temporary duty may not be assigned for the purpose of earning college credits, improving rank, or renewing certificates except when participating in a staff development program approved by the Board.

5. Temporary Duty – Any member of the instructional staff may be temporarily assigned and therefore absent from his regular duties and place of employment for the purpose of performing other educational services, including participation in surveys and workshops. Temporary duty may not be assigned for the purpose of earning college credits, improving rank, or renewing certificates except when participating in a staff development program approved by the Board.
  6. In the event of the death of an employee or student in the Franklin County School District, the principal or the immediate supervisor or such employee or student shall grant to an appropriate number of employees sufficient time to attend the funeral.
  7. Volunteer Firefighter – Any regular employee of the school system who is a member of a volunteer fire company, when called to a fire, shall be given temporary duty and shall receive his/her full salary.
- F. A teacher who has been absent for two (2) consecutive work days of sick leave shall notify the principal or his/her designee by 8:00 p.m. on the night preceding the next school day if he/she expects to return to work the next day. Otherwise, the substitute will return and the teacher will be charged another sick leave day.
- G. It shall be the duty of the teacher to notify the principal as soon as possible that he/she will be absent. When a teacher has not notified the principal or his/her designee that he/she will not be present for duty and is not on duty by the time students would be considered tardy, a substitute will be called. The teacher will be charged one-half day of leave. If the teacher does not report in for work by 11:00 a.m., the substitute will remain all day and the teacher will be charged a full day of leave without pay. Further disciplinary action for a break in contract is also possible for a full day's absence without notification as prescribed in Florida Statutes. Principals may excuse tardiness due to unavoidable emergencies.
- Personal leave with pay shall be granted in the event and upon proof of an unavoidable emergency which prevented the teacher from notifying the principal.
- H. The Board agrees to provide payment for the sick leave accumulated that year for those employees who choose to sell it. Such payment shall be based on the employees daily rate multiplied by 80%, and such leave will be deducted from the employees leave balance.
- I. Annual Leave

All personnel employed on a 12-month basis shall be entitled to annual leave cumulative from year to year, provided that no more than thirty (30) days may be carried forward at the end of any fiscal year.

The annual leave allowances shall be one (1) work day per month for employees who have not been employed in Franklin County for five (5) years; one and one-fourth (1 ¼) work days per month for five (5) years but less than ten (10) years; one and one-half (1 ½) work days per month for employees who have been employed in Franklin County more than ten (10) years.

Credit for annual leave will be posted as of the last day of each month. Annual leave for an individual employee shall be scheduled so there will be a minimum disruption of the school system.

## **ARTICLE XVI – UNPAID LEAVES** **Extended Leaves of Absence**

### A. Parental

Parental leave shall be subject to the following conditions:

- a. Notification – The employee shall notify the Board as soon as the employee foresees any necessity to alter employment commitments as a result of parental leave. If differences of opinion exist regarding ability to continue duties, each shall be resolved by a written statement from the employee’s attending physician.
- b. Pay – An employee shall be entitled to all raises and increments upon return according to the salary schedule.
- c. Extension Without Pay – Extended leave without pay for up to one school year on a semester basis shall be granted upon the request of the employee.
- d. Adoption – In cases of adoption of a child, these policies shall apply where appropriate.

### B. Association

A leave of absence without pay for up to one year shall be granted to any employee for the purpose of serving as an officer of the Association, its affiliates, or on its staff.

### C. Military

Leave of absence shall be granted for any period of active state or federal military service. Such military leave shall be without loss of status or efficiency rating and without loss of pay during the first seventeen (17) days of such leave. On completion of such military service, the employee shall be entitled to resume the position formerly held without loss of salary or benefits that would have been received had such leave not been taken.

Any employee whose military leave exceeds a continuous period of six (6) months shall make application for reinstatement to the Superintendent or designated representative and return to employment within ninety (90) days after termination of such military service.

D. Family Illness

A leave of absence without pay of up to one year shall be granted for the purpose of caring for a sick or injured member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

E. Educational Improvement

A leave of absence without pay of up to one year shall be granted to any employee, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to professional responsibilities.

F. Good Cause

Other extended leaves of absence without pay may be granted in writing by the Superintendent with approval of the Board.

G. Return Rights

Upon return from extended unpaid leaves except Military Leave, any employee may be assigned to any position in the District for which they are qualified. The employee shall be placed on the salary schedule based upon the number of years of experience and the degree held.

## **ARTICLE XVII – MAINTENANCE OF STANDARDS**

Except as this agreement shall hereinafter otherwise provide, all terms and conditions of employment in effect at the time this agreement is signed, as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this agreement.

## **ARTICLE XVIII – EMERGENCY SCHOOL CLOSING**

All of the schools and school offices in the school system will be open on all regularly scheduled days unless closed by the Superintendent because of an emergency.

- A. When an emergency confronts the schools, notification of the closing of schools will be released for broadcast over all appropriate radio and television stations as soon as possible.
- B. When the school and school offices are officially closed by the Superintendent, all personnel represented by the Association will be paid their regular salary. The Association agrees that these days must be made up, even if the school year must be extended.
- C. When the schools are not officially closed because of an emergency, but roads are closed which prevents a teacher from reporting to work, such absences shall not result in a loss of pay to the teacher.

### **ARTICLE XIX – POLITICAL ACTIVITY**

- A. 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 their respective capacities.
- B. The right of all employees to work and to vote for the party and candidates of their choice shall never be questioned, abridged, or denied.
- C. All employees shall be entirely free from political domination or coercion, or the pretended necessity of making political contributions of money, or other things of value, or engaging in any political work or activity against their wishes under the assumption that failure to do so will in any way affect their status as employees of the school system.
- D. Use of political material for instructional purposes in the classroom is not forbidden, but each teacher must be accountable that the presentation is open-minded, fair, responsible, and respectful of the differing opinions of others.

### **ARTICLE XX – SCHOOL CALENDAR**

- A. The school calendar for each school year shall be a part of this contract.
- B. On days of early dismissal of students prior to vacation and other such events, the teachers' workday will extend 30 minutes past student dismissal.
- C. The Association shall appoint four (4) members to the calendar committee.

- D. The employee work year shall be 196 days per year, six of which shall be paid holidays; however, teachers shall be provided access to their schools and classrooms should they have work that must be completed.

It is understood that days for inservice may be provided by the School Board during the 196 day contract year. When the School Board provides inservice programs during the course of the regular school year, attendance shall be required within the district and voluntary outside the district.

### **ARTICLE XXI – PROFESSIONAL COMPENSATION**

- A. The basic salaries of teachers covered by this Agreement shall be set forth in Appendix C of this Agreement.
- B. Adjustments to higher salary levels will be made upon submission by the teacher of appropriate evidence of additional academic credit earned. These adjustments shall be included in the paycheck in the month following verification from the Certification Department that all requirements for the higher certificates have been met. Increase in pay will only be effective from this date forward and will not be retroactive.
- C. Extra-pay-for-extra-duty positions shall be those as set forth in Appendix D, which is attached to and incorporated in this Agreement. Teachers assigned to such positions shall be in accordance with said Appendix and all other provisions of this Agreement.
- D. A person who leaves the employment of the Board shall be entitled to the following terminal pay for accumulated sick leave:
  - 1. During the first 3 years of service, the daily rate of pay multiplied by 35 percent times the number of days of accumulated sick leave.
  - 2. During the next 3 years of service, the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave.
  - 3. During the next 3 years of service, the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave.
  - 4. During the next 3 years of service, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave.
  - 5. During and after the 13<sup>th</sup> year of service, the daily rate of pay multiplied by 100 percent times the number of days of accumulated sick leave.

- E. Teachers who have assignments beyond the normal school day and whose positions are not listed in the Extra-Pay-For-Extra-Duty Appendix shall be paid an hourly rate in accordance with the schedule contained in Appendix C.

## **ARTICLE XXII – INSURANCE**

- A. The Board will provide without cost to the employee group term life insurance for a twelve (12) month period annually in the amount of at least \$20,000 to be paid to the appropriately designated beneficiary.
- B. The School Board shall continue to provide a comprehensive group health/hospitalization insurance policy at least comparable to the coverage provided during 1990-91 without cost to the employee. In the case of married employees, when both are employed by the School Board, the cost of both shall be applied toward the total health rate for family coverage.

Upon retirement from the school system, the employee may continue participation in the group by paying the required premium cost in ten (10) monthly payments to the School Board up to the age allowed by the Insurance Carrier.

- C. The School Board will appoint an Insurance Committee consisting of representatives (selected by the Association) and Administrators (selected by the Superintendent) to determine the most appropriate health insurance coverage. The Committee will recommend to the Association and to the School Board the type of coverage to be provided. If ratified by the Association and approved by the School Board, a different type of coverage may be provided.

## **ARTICLE XXIII – CONTINUITY OF OPERATIONS**

- A. The Association accordingly agrees that it will not, during the period of this agreement, directly or indirectly engage in or assist in any strike, as said term is defined by the laws of the State of Florida.
- B. The Board also agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice.

## **ARTICLE XXIV – MISCELLANEOUS**

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties written and signed amendment to 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, said provisions shall be automatically modified by mutual agreement of the parties to the extent that it violates the law but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision.
- C. This Agreement shall supersede and rules, regulations, or practices of the Board which shall be contrary to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. Any individual contract between the Board and an individual teacher shall be made expressly subject to the terms of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.
- E. Copies of this Agreement titled “Agreement between the Franklin County Teachers Association and the School Board of Franklin County” shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and shall be presented to all teachers now employed, hereafter employed, or considered for employment by the Board. Further, the Board shall furnish 25 copies of said printed Agreement to the Association for its use.
- F. The Board agrees that it will not, during the period of this Agreement, officially adopt nor implement any term or condition of employment not contained within this Agreement until such term has been a subject of negotiations and ratified by both parties under such procedures for negotiations as defined in this Agreement.

**FRANKIN COUNTY TEACHERS ASSOCIATION**

**GRIEVANCE FORM**

**NAME:** \_\_\_\_\_

**SCHOOL:** \_\_\_\_\_ **ASSIGNMENT:** \_\_\_\_\_

**HOME ADDRESS:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**STEP 1, 2, 3 Please circle Step**

**A. Date cause of Grievance occurred:** \_\_\_\_\_

**B. Relates to Section (s):** \_\_\_\_\_

**C. Statement of Grievance:** \_\_\_\_\_

**D. Relief Sought:**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**E. Disposition of Immediate Supervisor:**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Copy: Immediate Supervisor**

**Copy: Association**

**Copy: Grievant**

**ARTICLE XXV – TERM OF AGREEMENT**

- A. This Agreement shall continue until June 30, 2008.
- B. It is further understood that on or about June 1 of each year the parties shall meet to begin negotiations on amendments to this Agreement. This shall be negotiated in keeping with the rules of PERC and applicable law. However, during said negotiations, the provisions of the Agreement shall continue in force and effect.
- C. The parties agree to reopen the salary schedule, supplements, insurance, two articles of each party's choice, and any articles or issues affected by legislative decision made by the Florida legislature.

**Franklin County Teachers  
Association**

**Franklin County School  
Board of Education**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Chairman**

\_\_\_\_\_  
**Executive Director and  
Association Negotiator**

\_\_\_\_\_  
**Superintendent**

\_\_\_\_\_  
**Board Negotiator**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**Date Signed**

