

AGREEMENT

BETWEEN

THE FRANKLIN COUNTY BOARD OF EDUCATION

AND

THE FRANKLIN COUNTY TEACHERS ASSOCIATION

FOR

2023-2026

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Exhibit 1 Teacher Evaluation Handbook

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 6th 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 and email for communications with teachers, staff and administration.
- 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

The parties agree that under current Florida law the language in Article II (G) below is null and void. Should the law change and permit the School Board to allow union dues payroll deductions, the parties will meet and agree to the same language or modify as the law requires.

- 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 by the 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.~~
2. ~~If the Association waives this right, the Board shall not be required to deduct any Association dues or uniform assessments during the specified waiver period. No waiver under this paragraph shall exist until the Board has received such waiver in writing from an authorized agent of the Association. The Association may specify its period of waiver as effective "until further notice" and, if so, automatic dues deductions shall resume only from the pay period following receipt of the Association's written notice withdrawing its waiver.~~
3. ~~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.~~
4. ~~The initial cost of setting up dues deduction shall be borne by the Board. The Association may temporarily waive its right under this article to receive an employee's dues through payroll deductions.~~
- 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 or Florida Statutes.

- 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.
- M. 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.
- N. 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.
- O. 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.
- P. 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.

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 those voting in the bargaining unit, 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 10 working days of the occurrence of the alleged grievance or within 10 working 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 A, 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 seven (7) 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, or in the case of an association issue, the superintendent shall indicate the disposition of the grievance in writing within seven (7) 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 seven (7) working days of such meeting, the grievance shall be submitted to the Superintendent. Within ten (10) working 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 seven (7) working days of such meeting and shall furnish a copy thereof to the Association.

Step III

Upon mutual written and signed agreement of the parties the grievance may be submitted to grievance mediation through FMCS prior to submitting the grievance to arbitration according to the procedures outlined in this Article IV. When the parties agree to submit the grievance to mediation the timelines are waived until the mediation process is concluded.

Step IV

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 an arbitrator is chosen and upon mutual consent of the parties an expedited arbitration procedure, in accordance with the procedures of the American Arbitration Association, shall be used. 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) calendar 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 V

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) calendar 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 parties agree to reschedule at earliest date.
- 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 during the grievance process. 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, thirty minutes, consecutively, except that duty teachers may be required to work an 8 consecutive hour day, on a rotating basis. This 15 minute increase in the workday will result in a pay increase commensurate with each teacher's hourly rate on the current salary placement schedule. The workday shall include a planning-preparation period, 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. In such cases where a teacher substitutes during the planning-preparation period the teacher shall be paid his/her hourly rate for the extra time of teaching that eliminates the planning-preparation period.
- C. All teachers shall have a planning-preparation period. 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. During pre-planning, a duty roster shall be developed by a committee comprised of faculty, staff and administrator which shall allow each teacher the maximum number of duty free lunch periods per week.
- E. All teachers are entitled to fair, reasonable, and equitable treatment.
- F. 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.
- G. A private room or space equipped with a telephone shall be assigned by the principal for parent-teacher conferences.
- H. 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.
- I. 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 homecoming activities during the teacher workday.

- J. Appropriate release time shall be made by the principal. The Association shall encourage all teachers to participate in the aforementioned activities.
- K. The principal shall schedule faculty meetings as deemed necessary. Faculty meetings may extend the working day by not more than thirty (30) minutes.
- L. When school is not in session, teachers may be given access to their classrooms or work areas by arranging such access with the principal.
- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. Travel time for out-of-town conferences or inservice activities may extend the working day without further compensation.
- R. Effort shall be made to give all employees notice of their assignment for the forthcoming semester as soon as possible.
- S. Drug testing shall be in accordance with applicable state law for current employees sought by the District will be paid for by the District. Job applicants are responsible for initial drug testing.
- T. Every reasonable effort shall be made to provide all curriculum materials for all students and courses before the student year begins.

ARTICLE VI – 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. 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.
- E. Teachers of art, music, physical education, laboratory sciences, media 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 VII – TEACHER AUTHORITY AND PROTECTION

- A. The Board recognizes the necessity for provision of measures to ensure 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 site based administration 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.

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

- D. 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.
- E. 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.
- F. 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 for loss of accumulated leave.
- G. 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.
- H. 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 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 complaint and to take action it deems necessary to bring such complaints to resolution in the best interests of the students.

- I. 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.
- J. 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 VIII – GENERAL EMPLOYMENT PRACTICES

- A. Based on a probable cause determination, the Board may require a physical or mental examination beyond that 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 at 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 1/24 of the annual contract salary, over 11 months, paid on the 15th and 30th of each month.
- D. Paychecks shall be issued on a twice monthly basis on the 15th and 30th of each month (over a 11-month period). Deductions shall equal ½ of the monthly deductions.
- 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 newly hired 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. If the Board requests a teacher to add a subject or endorsement to their certificate the Board agrees to reimburse the teacher for a successful completion of exams and cost of certification after subject is added to the certificate. The teacher must maintain the subject or endorsement while employed by the Board.
- I. Effective August 2022 all teachers shall receive credit for previous administrative experience in the same manner as full-time teaching experience.

ARTICLE IX – TRANSFERS AND REASSIGNMENTS

- A. The Superintendent or designee shall post on the district website, 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. Advertisement will be for a minimum of five working days. Preference will be given to current members of the Unit who meet the qualification for the position and have an effective or higher evaluation.
- C. 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.
- D. 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 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.
- E. 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.
- F. 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 X – 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 upon the performance evaluations of employees within the affected program areas in accordance with Ch. 1012.33(5) Florida Statute and length of service in the school system, qualifications, and program needs by subject area or grade level.
- B. In the event that two (2) or more employees have equal ratings on performance evaluations, the following additional criteria should be used to determine the order in which reductions shall proceed. If a tie is resolved at any point through the process below there is no need to continue to consider additional criteria as set forth in (a) through (d) below:
 - a. Employees not holding certificates in the area in which they are teaching. This provision shall not apply to employees who have been teaching out of field during all or a portion of the two (2) school years prior to layoff.
 - b. Employees having the least amount of service in the Franklin County School District; however District service prior to a hiatus of more than two (2) years in District employment shall not count as service for this purpose.
 - c. Employees with the lowest level of educational degree.
 - d. Employees with the least amount of service outside the District
- C. All ~~certified~~ personnel terminated for reasons stated above shall be given ten (10) work days notice and 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.
- D. 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.

ARTICLE XI – VACANCIES AND PROMOTIONS

- A. All openings for promotional or extra-compensation positions shall be posted by the Superintendent or his/her designee. 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.
- 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 XII – TEACHER EVALUATION

The parties recognize that evaluation is something that is done with and for a teacher, and not to a teacher. It is a practice to reflect upon successes and improve a teacher's pedagogy. 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.

Definitions:

- **State assessments:** Any standardized state approved assessment for a given subject.
 - **District assessments:** A standardized district created and/or approved assessment for a given subject across the district in a given subject area.
 - **Value added state model:** Formula developed by the state to measure student-learning growth.
 - **Learning targets:** Locally agreed upon goal for measurement of student progress
 - **Three years of data:** Current year plus two immediately preceding years
 - **Teacher Evaluation Program:** The term for the overall evaluation of a teacher.
 - **Teacher Observation Instrument:** The observation portion of a teacher's evaluation which is based on multiple observations undertaken by the teacher's supervisor.
 - **Unsatisfactory Performance:** Two consecutive unsatisfactory annual performance evaluations, two unsatisfactory annual performance evaluations within a three year period, or three consecutive annual performance evaluations of Needs Improvement or a combination of Needs Improvement and Unsatisfactory
- 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 and staff development as outlined in the Individual Professional Development Plan. Any change in the currently adopted evaluation form shall be developed with input from the Association.
- B. The number of formal and informal observations shall be determined as referenced by the Franklin School District Evaluation Manual. The current version of said manual will be posted on the District website. Category 1 teachers will be evaluated two times within the school year.

Evaluations shall be conducted in accordance with the principles and procedures as outlined in the Franklin School District's Evaluation Manual and any changes

shall be developed with input from the Association. Formal classroom observations shall occur when the administrator visits the classroom after having identified the weeks within which the observation will take place. Informal observations shall be any other observation of an employee's performance during work or assigned duty hours. When 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. The written evaluation of a formal observation will include statements of strengths, deficiencies, desired improvements, suggested methods to improve, the assistance provided by the administration, length of time in which to achieve the improvements and consequences that may occur if the improvements are not achieved.

- C. All instructional employees will be formally assessed at least once during the year, prior to the conclusion of the contract year. There shall be no limit to the number of observations, either formal or informal, made by the administration. All formal observations for the purpose of evaluation will be scheduled in advance with the teacher for a specific day and time. All visits to the classroom may be considered part of the assessment process. The formal scheduled assessment shall be for a period of not less than thirty (30) minutes in length.
- D. All instructional employees shall meet with the administrator within five(5) school days of the request for a pre-conference to schedule the formal observation.
- E. All observations for purposes of evaluation shall be conducted openly and with knowledge of the employee. Once input is entered into iObservation the information will be shared with the teacher to review within five (5) school days.
- F. Within seven (7) school days of the formal scheduled assessment, the administrator shall complete the assessment form and discuss the assessment with the employee. The written assessment shall cite deficiencies of performance, if any, and recommendations for correction. The evaluator shall recommend a reasonable prescribed period of time for the correction of deficiencies and provide appropriate assistance in the correction process. Each assessment shall state the consequences that may occur if deficiencies are not corrected within a reasonable, prescribed period of time. Both parties will sign the form indicating their awareness of its contents, following which; one copy will be given to the employee and one copy forwarded to the Office of the Superintendent.
- G. The signature of the employee on the Assessment Form or other documentation of observations indicates only that he or she has read the form and is familiar with its contents, not necessarily that the employee agrees or accepts the assessment as accurate. A teacher shall not be requested nor required to sign a blank or incomplete form. Within ten (10) school days following receipt of the evaluator's written assessment, the employee shall have the right to submit a written response

to the assessment and such response shall be attached to the assessment and become a permanent part of his/her personnel file.

- H. The assessment file shall be accessible only to the employee, the administrator, Superintendent, School Board or other persons authorized by the Superintendent or employee, unless otherwise provided by law. No teacher shall receive adverse comments from any observer in the presence of pupils or faculty members. All comments regarding a teacher's professional performance shall be communicated directly to the affected teacher. Written records shall be maintained. Evaluation shall involve only the evaluator and employee.
- I. All employees shall be fully informed of the assessment criteria and procedures prior to October 1, in the context of a formal orientation sessions(s) designed for this purpose. Such orientation(s) will be completed prior to the implementation of the annual assessment process. All employees must be trained in the observation and evaluative techniques used for the "Teacher Evaluation Report."
- J. Under no circumstances will members of the Association's Bargaining Unit be permitted to complete and/or participate in the teacher evaluation form.
- K. It is the responsibility of the evaluator to apprise the Employee of the data which led to the evaluation.
- L. The evaluation of teachers will be based on student performance data and teacher performance. Teachers will be provided in writing a roster of the test/assessment results along with student names for those students whose test/assessment results are being used in the evaluation, and will be allowed to verify the student names prior to the results being used in the evaluation. Every effort will be made to ensure that all of a teacher's students are included in the student performance portion of the evaluation, and that no student's performance will be included who is not verified by the teacher as being his/her student.

Evaluation Appeals Process

- M. All content and procedures outlined in this article are subject to the grievance procedure through Step 2, ending with the Superintendent as set forth in Article IV herein. Evaluations which result in the termination of the employee shall be subject to the entire grievance procedure as set forth in Article IV.

ARTICLE XIII – SICK LEAVE DONATION

Sick Leave shall be earned, donated and used in accordance with Franklin County School Board Policy 3430.03

ARTICLE XIV – 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.
- 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 Statue 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 any business or for any activity which will result in taxable income. Personal leave will be applied for on a form provided by the Board. 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 (a state mandated 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. The Board shall pay the salary and benefits upon receipt of documentation verifying activities which are a direct representational nature, including but not limited to collective bargaining, grievance and membership representation.
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 activities deemed useful for the District 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 members of the instructional staff may be temporarily assigned and therefore absent from their 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.

8. Bereavement Leave - Effective [July 1, 2022](#), in the event of a death of a member of the immediate family (parent, spouse, child, grandparent, grandchild, sibling stepparent, stepchild, step grandparent, step grandchild, step sibling, parent-in-law, child-in-law, grandparent-in-law, grandchild-in-law, step-parent-in-law, step-grandparent-in-law, sibling-in-law), an employee shall be granted up to five (5) days of paid leave upon request. Bereavement leave is of a special nature and may not be deferred or converted to any other purpose. It is not charged against any other leave account. Application shall be made to the Superintendent and granted by the Superintendent or his/her designee, in advance whenever possible. The employee will not be paid bereavement leave for days not scheduled to work. In order to honor a request for bereavement leave, employees are required to attach a copy of the obituary or other satisfactory document to the leave request form and details about the relationship may be required by the Superintendent.

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 employee's 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.

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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.

J. Extended Leaves of Absence will require reason for granting.

ARTICLE XV – UNPAID LEAVES

Extended Leaves of Absence

- A. Parental leave shall be subject to the following conditions:
1. 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.
 2. Pay – An employee shall be entitled to all raises and increments upon return according to the salary schedule.
 3. 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.
 4. 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 pursuant to Chp 115.07, Florida Statute. Such military leave shall be without loss of status or efficiency rating and without loss of pay during the first two hundred and forty hours (240) 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 has 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 may 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 may 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 XVI – 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 XVII – 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.
- D. During extended holiday closing of schools, employees are encouraged to not use the facilities in an effort to conserve resources.

ARTICLE XVIII – 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 XIX – 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 with prior approval of administration.
- E. 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.
- F. During pre-planning days prior to the beginning of the student year, all teacher-based employees shall be provided at least two (2) unscheduled days when there are five (5) or more preplanning days or one (1) unscheduled day when there are four (4) or fewer planning days to provide ample time to plan and/or set up classrooms in preparation for the school year. These days shall not include district or school administration-scheduled events such as inservice workshops, professional development training, faculty/team/department/grade level meetings, meet the teacher events, PLC meetings, or any other scheduled meetings which take time away from teachers for the stated purpose of preparing for the school year.

ARTICLE XX – PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement shall be set forth in Appendix B of this Agreement.
- B. The parties agree that pay raises will be negotiated pursuant to Florida Statutes Chapter 447 for each school year. The parties have agreed to a performance pay plan as set forth in Appendix C.
- C. Experienced teachers newly hired to the District shall have initial placement on the salary schedule in a salary slot not greater than an effective or highly effective teacher with the same years of experience.
- D. If a newly hired teacher has previously retired from teaching and returns to the District or is hired by the District the teacher will receive up to 10 years credit of previous experience and will be placed on the corresponding step/level on the placement schedule.
- E. 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.
- F. 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.
- G. 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 5 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 5 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 5 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 5 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 25th year of service, the daily rate of pay multiplied by 100 percent times the number of days of accumulated sick leave.
- H. 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 B.
- I. A teacher who is regularly scheduled to teach during the planning-preparation period shall be paid his/her hourly rate for the extra time of teaching that eliminates the planning-preparation period.

ARTICLE XXI – INSURANCE

- A. Employees shall be provided without cost to the employee a group term life insurance policy of at least \$25,000 to be paid to the appropriate designated beneficiary.
- B. The School Board shall provide 80% of the cost of the prevailing single subscriber premium for comprehensive group health/hospitalization insurance policy.

Upon retirement from the school system, the employee may continue participation in the group by paying the required premium cost in twelve (12) 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. The plan will be opened for employee enrollment.

ARTICLE XXII – 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 XXIII – 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 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 posted on the District website within thirty (30) days of ratification and approved by both parties.
- 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.

ARTICLE XXIV – TERM OF AGREEMENT

- A. This Agreement shall continue until June 30, 2026.
- B. It is further understood that on or about February 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 the term of this agreement, the provisions of the Agreement shall continue in force and effect.
- C. For the 2024-2025 school year, there are no limits on the number of items either party may bring to negotiations. In the 2025-2026 school year, the parties agree to reopen the salary schedule, supplements, evaluations, 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

Superintendent

FCTA Association Negotiator

Board Negotiator

Date Signed

Date Signed

APPENDIX A - GRIEVANCE FORM

NAME _____

SCHOOL _____ ASSIGNMENT _____

HOME ADDRESS _____ PHONE _____

Please circle Step STEP 1, 2, 3

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

APPENDIX B – SALARY SCHEDULE

APPENDIX C – PERFORMANCE PAY SCHEDULE

APPENDIX D – EXTRA DUTY/SUPPLEMENT SCHEDULE