

AGREEMENT
BETWEEN THE
HAMILTON COUNTY EDUCATION ASSOCIATION
AND THE
HAMILTON COUNTY SCHOOL BOARD
2008-2010
INSTRUCTIONAL

SCHOOL BOARD AND ADMINISTRATION

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PREAMBLE

THIS AGREEMENT has been entered into this **11th Day of January 2008**, by and between the Hamilton County School Board, hereinafter called the "Board", and the Hamilton County Education Association, a registered organization, hereinafter called the "Association", for the school years **2008-2010**.

ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative for the unit as defined by the Florida Public Employees Relation Commission in the Order entered in Case Number 8H-RA-754-1047 (Cert. No. 63) issued to the Association May 28, 1975. The term "unit" when used hereinafter in this Agreement shall refer to all certified members of the instructional staff represented by the Association in the bargaining unit as defined above.

- B. Should another teacher group challenge the Association as a bargaining unit, the rules and regulations of PERC shall apply and be followed?

ARTICLE II RIGHTS

ASSOCIATION RIGHTS:

- A. The Board agrees to furnish to the Association, at the time of copying for other bodies, one copy of pertinent information concerning the financial resources and conditions of the school district of Hamilton County, including such items as:
1. Annual financial reports
 2. Monthly financial reports
 3. Budgetary amendments
 4. Tentative annual budgetary proposals upon presentation to the Board
 5. Agendas and minutes of Board meetings
 6. Financial statements when presented to the Board when prepared
 7. Names, addresses of all teachers employed by the Hamilton County School Board, salaries, rank, certification, and years of experience
 8. When agenda is received by Union President, president should check other items the union would like to receive a copy of. President should let county office know within three days, so when the package is picked up by the board members the Union could pick up their package.

The Association will reimburse the school district the cost of the printing of such documents as charged the district by the company owing the machines.

- B. The Association shall have the right to use teacher mail boxes for communicating to teachers legitimate association business, distributing legitimate association business, or distributing legitimate association literature or ballots to teachers before or after duty hours by the building representative. A copy shall be given to the principal at the same time.
- C. The Association will have the exclusive use of a bulletin board at each school center. The bulletin board will be located in the faculty room or in another area frequented by all teachers in the school. The association will provide the bulletin board. The articles will be signed by the Association President or building representative.
- D. The Association shall have the right to use school buildings as other non-school groups.
- E. Payroll dues deductions will be allowed provided the Association presents a list of members desiring payroll dues deductions to the district office by September 15. Signed continuous dues deduction authorization form shall accompany said list from each member desiring payroll dues deduction. Payroll dues deduction shall be continuous until canceled in writing by the member. Said written request for cancellation shall reach the office of the Finance Officer no later than the date the monthly payroll is due in order for the cancellation to become effective the current month. The dues shall be deducted in twenty-four installments; thereupon the Finance Officer shall remit a check monthly to the Association. Employees who enroll during the contractual year may use the payroll dues deduction plan by signing the continuous

dues deduction form. The amount to be deducted shall be submitted by the payroll due date following the beginning date of enrollment with a pro rata amount for the remainder of the deduction year.

- F. The Association will be given the last place on the agenda of each regular meeting involving the total school faculty to conduct Association business.
- G. The principal/designee shall permit employee/non-employee agents of the Association reasonable access to work locations provided that (1) prior notification to the principal specifically permitted by the principal/designee.

TEACHER RIGHTS:

- A. Teachers shall have the right to self-organization, to form, join, or assist labor unions or labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection.
- B. Teachers shall have the right to maintain one's own private and personal life and activities but subject to all provisions of laws and statutes of the State of Florida.
- C. At the request of the teachers, they shall have the right to have deducted from their salary, medical hospitalization insurance, annuities, and other deductions as approved by the Board. Additionally, the Board will provide up to two (2) payroll deduction slots to be used for PESCO services. The deduction authorizations must be in the district office by the payroll due date. The deductions will be made in ten (24) payments.

Employee participation in charitable drives is voluntary.

- D. The teachers will be given notice of tentative teaching assignment, room assignments and class schedules within a school no later than one (1) week prior to the beginning of teacher preplanning.

BOARD RIGHTS:

If this Agreement does not contain in its written provisions benefits, privileges or duties previously regarded as part of Board policies, said benefits, privileges or duties shall not be binding on the School Board.

ARTICLE III NEGOTIATION PROCEDURES

- A. The Board's negotiating committee and the Association's negotiating committee will meet by mutual consent during the regular school year at a time convenient to both parties for the purpose of reviewing the administration of the Agreement and to attempt to resolve problems that may arise.

B. Negotiations for the reopeners of the contract shall be initiated on or about May 1.

ARTICLE IV GRIEVANCE PROCEDURE

Section 1: Definition

A grievance is defined as a violation of a specific article or section of this Agreement.

An employee who is a member of the unit may present his or her grievance to the Board or its designated representative and to have the grievance adjusted without the intervention of the Association or its representatives as long as the adjustment is not inconsistent with the terms of this Agreement. Grievances will be presented in the following steps:

Section 2: Procedure

Step One:

Informal - Building Level. Within eight (8) working days of time a grievance occurs, the grievant will present the grievance to his/her principal at such time as mutually agreed upon by the employee grieving and the principal. In case of action by either party, which is unknown at the time of such action, the action may be grieved when it is known. The grievant must provide proof that he/she had no knowledge of the action at the time it occurred. Within five (5) working days after presentation of the grievance, the principal shall give his/her answer to the employee.

Step Two:

Formal - Superintendent Level. If the grievance is not resolved in Step One, the employee or the Association representative may, within five (5) working days of receipt of principal's answer, submit to the Superintendent a written "Official Grievance Form" (See Attachment B) signed by the employee. A copy shall be given to the principal involved at the same time. The "Official Grievance Form" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement violated by appropriate reference, shall state the contention of the employee and of the Association with respect to these provisions and shall indicate the relief requested.

The Superintendent or his designated representative shall give the employee or the Association representative an answer in writing no later than five (5) working days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent or his designated representative and the Association or employee.

Step Three:

Board Level. If the grievance is not resolved in Step Two, the employee or the Association shall, within five (5) working days, file the "Official Grievance Form" with the

Chairman of the Board at the official Board office, and with a copy of the written answer rendered in Step Two above in the office of the Superintendent. The Superintendent and the Board shall meet with the employee or the Association within a reasonable time not to exceed five (5) working days unless a longer time is mutually agreed upon between the parties, after unit working hours, to discuss the grievance.

Step Four:

Arbitration Level. If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step Three above, the Association shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules prescribed by the American Arbitration Association and provisions of this Agreement, which proceedings shall be initiated by filing with the Board or Association, as the case may be, a Notice of Arbitration.

The Notice of Arbitration shall be filed within twenty (20) calendar days after the date of the meeting provided in Step Three above. The Notice of Arbitration shall include a statement setting forth precisely the issue to be decided by the arbitrator and the specific article or provisions of this Agreement involved.

The arbitrator shall issue his decision not later than thirty (30) calendar days from the date of the closing of the hearing, or if oral hearing has been waived, then from the date of transmitting the final statement and proofs to the arbitrator. The decision of the arbitrator shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue submitted. The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this agreement.

Section 3: Powers of the Arbitrator

It shall be the function of the Arbitrator, after due hearing, to make a decision in cases of violations of the specific articles and sections of this Agreement.

The decision of the Arbitrator shall be final and binding on the Association, its members, the employees involved, and the Board.

Section 4: Claims for Back Pay

A. All grievances whereby pay is withheld must be filed in writing six (6) days from the time the violation was to have occurred (date of occurrence defined as the pay date money withheld). The Board shall not be required to pay back wages more than six (6) days prior to the date a written grievance is filed.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he/she may have received from any source during the period of the back pay.

2. No decision in any one case shall require a retroactive wage adjustment in any other case.

- B. Grievances will be processed under the terms of the agreement in existence on the date of the filing of the grievance. Grievances may be expedited by mutual consent of the parties so that the grievance steps may be exhausted prior to the end of the fiscal year or as soon thereafter as possible.
- C. The fact that the parties have considered the grievance in the preceding steps of the grievance shall not constitute a waiver or jurisdictional limitations upon the Arbitrator in this Agreement.

Section 5: Arbitrator's Fees and Expenses

The arbitrator's fees and expenses shall be borne equally by the parties to the dispute; all other costs and expenses shall be borne by the party incurring same, and neither party shall be responsible for the expense of witnesses called by the other party.

Section 6: Grievance Time Limits

Any grievance not advanced to the next step by the Association or the employee within the time limit in that step, or if no time limit is specified within five (5) working days shall be deemed abandoned. Time limits may be extended by mutual agreement of the Board and the Association or by mutual agreement of the Board and the employee. The extension must be in writing and such date or time as mutually agreed upon shall prevail.

Section 7: General Provisions

- A. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject, however, to the final decision of the grievance.
- B. Nothing contained in this article or elsewhere in this Agreement shall be construed to prevent any individual employee from presenting and processing a grievance through the procedures provided in this article.
- C. The Association and grievant, upon mutually agreeing what best suits the interest of the parties, may withdraw the grievance at any point in the process.
- D. No reprisals shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure.
- E. The grievant may have the option of having representation at any level of this procedure.
- F. These procedures will be kept as informal and confidential as may be appropriate at any level of the procedure, except that in the event a grievant does not choose to be represented by the Association, the Association shall be notified of the disposition of Step Two, or higher, grievance.

- G. No documents of any kind or form pertaining to the initiation, processing, or settlement of any grievance whatsoever shall be placed in the personnel file of any member of the unit.

ARTICLE V TEACHING CONDITIONS

- A. A rotating duty roster will be prepared by the principal, or his/her designee during preplanning for teachers, to reflect duty assignments such as, but not limited to, playground supervision, lunchroom supervision, hallway supervision, bus loading and unloading supervision, and other similar responsibilities. This duty roster, or a copy thereof, will be posted. Faculty members are encouraged to provide advisory assistance in preparation of the duty roster.
- B. Teachers will be provided with supplies, textbooks, and teaching materials that are necessary to teach the courses assigned.
- C. The length of the teacher workday shall be seven and one half (7 ½) hours. Teachers shall be required to report for duty a minimum of fifteen (15) minutes before the beginning of the student day and shall remain a minimum of fifteen (15) minutes after the close of the student day unless otherwise directed by the principal. At the discretion of the principal, teachers may leave 30 minutes before the end of the regular workday on Friday and the day before a holiday.
- D. Flex time shall be granted to teachers for attendance at meetings which exceed the 7 1/2 hour day, provided it has prior approval of their principal. Flex time shall be taken with the principals approval and may be taken as a whole day, such as a workday. Time should be taken after student contact time if possible. Flex time will not be carried over to a new fiscal year.
- E. Each school, to every degree possible, shall establish a duty roster for student lunch supervision that will entitle teachers to have a 30-minute lunch without direct supervision of students.
- F. Interruption of classes by sales persons, intercom, custodial, and district maintenance employees shall be held to a minimum.
- G. Faculty meetings shall not exceed fifteen (15) minutes past the workday except in cases of emergency.
- H. Teachers shall be provided an agenda for faculty meetings (24) hours in advance except in cases of emergency as determined by the principal.
- I. A private conference room will be provided in each school for necessary teacher conferences with parents and students. This shall be an existing office or room in the present facility.

- J. Teacher participation in extra-curricular activities after the normal teacher workday for which no additional compensation is paid shall be voluntary.
- K. All teachers shall have a daily ten (10) minute break. The time of the break shall be either mid-morning or mid-afternoon, provided proper supervision is maintained for all students. Any school having common planning time after student dismissal may have a ten (10) minute afternoon break.
- L. Teachers shall report to the principal any unsafe facilities and working conditions. The principal will investigate and have such conditions corrected.
- M. Off-street parking facilities shall be provided, maintained, and so identified for teacher use on each school campus.
- N. Lounges with rest rooms for adults shall be provided in each school.
- O. Teachers may have access to school buildings for preparation of schoolwork after the regular school day with consent of the principal.
- P. The Board agrees to provide heating and air conditioning in the District schools, including the high school weight- room at a reasonable or normal temperature with regard to the outside temperature except for shops, gyms, and other special purpose areas requiring different temperatures, but subject to mechanical failure of heating or cooling units.
- Q. Class size may vary because of local conditions and student needs. However, class loads shall be equalized among teachers within grade levels and subjects areas where possible.
- R. Any finger printing and/or criminal background check of any current employee required as the result of changes in Florida or Federal Statutes shall be provided to the employee at Board expense.
- S. Teacher authority and Protection
 - 1. A teacher may send a student to the principal's office to maintain effective discipline in the classroom. The principal shall respond by employing appropriate discipline-management techniques consistent with the student code under F.S. 1006.07.
 - 2. A teacher may remove from class a student: (a) who has been documented by the teacher to repeatedly interfere with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn; or (b) whose behavior the teacher determines is so unruly, disruptive, or abusive that it seriously interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmate to learn.

3. If a teacher removes a student from class, the principal may place the student in another appropriate classroom, in in-school suspension, or in an alternative education program; or the principal may recommend the student for out-of-school suspension or expulsion, as appropriate. The student may be prohibited from attending or participating in school-sponsored or school-related activities. The principal may not return the student to that teacher's class without the teacher's consent unless the committee established herein determines that such placement is the best or only available alternative. The teacher and the Placement Review Committee must render decisions within five (5) days of the removal of the student from the classroom.
4. Each school shall establish a Placement Review Committee to determine placement of a student when a teacher withholds consent to the return of a student to the teacher's class. Committee membership shall include the following: (a) two (2) teachers selected by the school's faculty; (b) one (1) member from the school's staff who is selected by the principal; and one (1) alternate teacher selected by the school's faculty to serve on the Committee in the event that a teacher who withheld consent to readmitting the student. The Committee may meet during the workday.

(Authority F.S. 1003.32)

T. Medical Procedures Limits

1. Nonmedical school district personnel shall not be allowed to perform invasive medical services that require special medical knowledge, nursing judgment, and nursing assessment. The procedures include, but are not limited to:
 - (a) Sterile catherization
 - (b) Nasgastric tube feeding
 - (c) Cleaning and maintaining a tracheostomy and deep suctioning of a tracheostomy.
2. Nonmedical assistive personnel shall be allowed to perform health-related services upon successful completion of child-specific training by a registered nurse, a licensed practical nurse, a physician licensed pursuant to S.S. 458 or 459. The nurse shall monitor all procedures periodically. These procedures include, but are not limited to:
 - (a) Cleaning intermittent catherization
 - (b) Gastrostomy tube feeding
 - (c) Monitoring blood glucose
 - (d) Administrating emergency inject able medication

3. For all other invasive medical services not listed in subsection (1) and (2) above, a registered nurse, a licensed practical nurse, a licensed physician, or physician assistance certified pursuant to F.S. 458 or 459 shall determine if properly training bargaining unit personnel shall be allowed to perform such service.
4. With the exception of medical personnel, invasive medical training shall be strictly voluntary for bargaining unit personnel. Any such training shall be provided at no cost to the employee and if provided at times other than the regular workday, such trainees shall be paid for the time spent at their regular rate of pay.
5. Bargaining unit members shall not be assigned to the provision of invasive medical service other than an emergency.

(Authority F.S. 1006.062(3))

ARTICLE VI GENERAL EMPLOYMENT PRACTICES

- A. Conditions of employment shall not be based upon marital status, race, creed, religion, color, sex, age, handicap, or national origin.
- B. The Board shall require as a condition of initial employment that all teachers present evidence, which has been obtained from a licensed physician of physical fitness to perform duties assigned. The Board may require a subsequent physical examination by a physician when in its judgment such an examination is relevant to teacher performance or employment status. The Board shall make the selection of the physician, and the Board shall pay the costs incurred.
- C. Assignments for any summer school, evening school, or other programs of the school district beyond the normal school day shall be made with preference to school district personnel who are the most qualified as determined by the Board and shall be covered by the terms of this contract.
- D. Instructional position vacancies will be posted by April 15 with a revised list being posted by May 15. These postings are not intended for hire, only planning purposes. Teachers who desire to transfer to another school shall file a written statement of such desire with the Superintendent or designee. Transfers shall be with the approval of the principals based upon qualifications involved. The Superintendent shall review all requests received and submit to the Board the recommendation for filling the open positions. Teachers applying for transfer shall be notified of the action taken as soon as possible after the decision has been made.

E. Reduction in Force

If the district has to choose from among its instructional employees, the following criteria shall be used:

1. Annual performance assessment
2. Certification needs of the school or district
3. Annual contract personnel will be reduced before continuing contract or professional service contract personnel if sections 1 and 2 are fulfilled.
4. When a reduction of personnel is necessary, the Board, to every degree possible, shall utilize transfers and re-assignments so as to accomplish the minimum reduction of teachers.

F. Involuntary Transfers

1. Involuntary transfers shall not be made until voluntary transfers have been considered.
2. Length of service in the school district will be a consideration but may not necessarily be the determining factor in involuntary transfers.
3. No employee shall sustain a loss of pay due to an involuntary transfer.

G. Teachers who transport students for an approved school related activity shall receive, upon request, written notice outlining the Board's liabilities.

**ARTICLE VII
VACANCIES AND EXTRA COMPENSATION POSITIONS**

- A.** All vacancies or extra-compensation positions shall be posted by the Superintendent or his designee in each school. These notices will state the position, qualification requirements and appropriate salary range, effective date of the vacancy, kind of certificate necessary, information concerning filing of application, deadline for filing and interview information. Except in those cases where the Superintendent declares an emergency, the Superintendent or his designee will post notification as soon as Board action is taken and action on applications will not be taken for ten (10) calendar days after notification. During June and July, in-house posting will be for (5) work days and out of county (5) additional work days. Whenever an applicant from within the school district meets all job requirements and is qualified as determined by the Board, he/she shall be given preference over those who are not from the district.
- B.** Applicants for promotion who are fully certified or who can meet certification requirements and otherwise be qualified as determined by the Board will be given first consideration.
- C.** Employees will be given an opportunity to sign an eligibility list for homebound and regular community education positions during preplanning in each school. Pay scale will be determined by established rate of each job listing. Positions requiring teacher certification will receive the hourly rate of the instructor.

ARTICLE VIII TEACHER ASSESSMENT

The Superintendent shall establish procedures for assessing the performance of duties and responsibilities of all instructional personnel employed in the district. The procedure manual/handbook developed by the district shall be incorporated by references in this agreement.

The School Board shall provide training programs which are based upon guidelines provided by the Florida Council on Educational Management to ensure that all individuals with evaluation responsibilities understand the proper use of the assessment criteria and procedures.

All personnel shall be fully informed of the criteria and procedures associated with the assessment process before the assessment takes place. As a part of pre-school orientation for teachers, the principal shall place a copy of the teacher assessment instrument in the hands of all instructional personnel and explain the assessment procedure.

A written report of each assessment shall be made and a copy thereof shall be given to the employee no later than 10 days after the assessment takes place. The written report of assessment shall be discussed with the employee by the person responsible for preparing the report.

The employee shall have the right to initiate a written response to the assessment, and the response shall become a permanent attachment to his/her personnel file.

In the event that an employee is not performing his/her duties in a satisfactory manner, the evaluator shall notify the employee in writing of such determination and describe such unsatisfactory performance. The evaluator shall thereafter confer with the employee, make recommendations with respect to specific areas of unsatisfactory performance and provide assistance in helping to correct such deficiencies within a reasonable prescribed period of time.

The assessment criteria for the Hamilton County School District shall be in accordance with Florida Statutes 1012.34(3) and as determined by the local district.

A committee of teachers from various grade levels shall be formed to make suggestions for teacher assessment forms and procedures to the Superintendent or his designee, but this committee shall be of an advisory nature only.

The Superintendent shall establish the due dates for the district assessment program. An evaluation may be made only by an employee's supervisor. Assessment observations made by peers are for improving instructional techniques only.

Mechanical devices may be utilized for evaluation only with the full knowledge of the teacher.

**ARTICLE IX
DISCIPLINARY ACTION**

- A. Disciplinary action may not be taken against an employee except for good and sufficient reasons, and must be substantiated by evidence, which supports the recommended disciplinary action.
- B. Where good and sufficient reasons warrant such action(s) an employee may be demoted, suspended, or dismissed upon recommendation of the immediate supervisor to the Superintendent. Unless circumstances warrant immediate serious disciplinary action, progressive discipline shall be administered as follows:
 - 1. Oral warning/reprimand
 - 2. Written reprimand
 - 3. Suspension with or without pay
 - 4. Dismissal by Board action
- C. An employee against whom action is to be taken under this section shall have the right to review all documents or records relied upon to support the proposed action and shall be given a copy upon request.
- D. When a principal/supervisor deems it necessary to discipline an employee, said disciplinary action should be made in private and with discretion.
- E. When an employee is involved in circumstances, which could lead to disciplinary action, the employee shall have, upon request, Association representation at any conference between the school administrator(s) and the employee, which relates to the matter.

**ARTICLE X
LEAVE WITH PAY**

- A. 1. Each member of the instructional staff employed on a full-time basis shall be entitled to four (4) days of sick leave as of the first day of employment of each contract year, and shall thereafter earn one (1) day of sick leave for each month of employment, which shall be credited to the member at the end of that month and which shall not be used prior to the time it is earned and credited to the member. However, the member shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment. Each member of the instructional staff shall be allowed to take six (6) days personal leave to be charged to that teacher's accrued sick leave.
- 2. An employee may authorize his or her spouse, child, parent or sibling who is a district employee to use sick leave that has accrued to the authorizing employee. A recipient may not use the donated sick leave until all of his or her sick leave has been depleted, excluding sick leave pool, if the recipient participates in a sick leave pool. Donated sick leave under this section shall have no terminal value as provided in 1012.61(3).F.S.

- B. "Sick leave" shall be defined as a personal illness or disability of the teacher or the illness or death of a member of the immediate family. The immediate family shall mean mother, father, brother, sister, husband, wife, child, other close relatives or member of his/her own household.
- C. Absence related to maternity shall be treated as any other illness, including the use of sick leave provisions as outlined by Florida Statutes.
- D. There shall be no limit on the number of days of sick leave a member of the instructional staff may accrue, except that at least one-half of this cumulative leave must be established within the district granting such leave.
- E. The Superintendent may require a certificate of illness from a licensed physician for justifying sick leave.

F. Jury Duty Leave:

1. In case of a summons for jury duty, the teacher shall present the summons to his/her principal and shall submit an application for leave.
2. Any full-time teacher summoned for jury duty shall be granted temporary duty with pay, and any jury fees shall be retained by the teacher.
3. Any full-time teacher subpoenaed as a witness, not involving his/her personal litigation, shall be granted temporary duty with pay, and any witness fees shall be retained by the teacher.

G. Illness-in-line-of-duty Leave:

Any teacher shall be entitled to illness-in-line-of-duty leave with no more than full compensation when the teacher has to be absent from his duties because of illness from any contagious or infectious disease contracted in school work as determined by a licensed physician. This leave shall not exceed more than ten (10) work days during the school year unless the Board extends the length of the leave.

H. Professional Leave:

Professional leave may be granted to teachers to attend educational meetings and/or educational courses as approved by the Superintendent. Compensation for such absences shall be determined by the Board.

I. Military Leave:

Employees who are commissioned reserve officers or reserved enlisted personnel in the United States military or naval service or members of the National Guard shall be entitled to a leave of absence from their respective duties without loss of pay, time, or efficiency rating on all days during which they shall be engaged in field or coast defense exercise or other

training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active duty; provided that leaves of absence granted as a matter of legal rights under the provisions of this article shall not exceed seventeen (17) days in any one annual project.

J. Buy-Back of Employee Sick Leave:

A teacher who meets the following criteria may request the buy-back from the Board three days of personal leave to be charged against the teacher's accrued sick leave:

1. The teacher must have been in the district 5 years.
2. The teacher must have a minimum of 20 days accrued sick leave.
3. The teacher must not have used more than 3 days personal leave in the year of the request.
4. The buy-back rate shall be 80% of the daily rate of pay for that contract year.
5. The teacher must request the buy-back days by May 31.
6. The payment will be made on the July payroll.

K. Terminal Pay:

Any full-time member of the instructional staff shall be entitled to accrued sick leave pay at the time of initial retirement as defined by the Florida Retirement or Teacher Retirement System, or payment will be made to his/her beneficiary if service is terminated by death. Terminal pay shall be computed as authorized by Florida Statutes in the following manner:

1. During the first three years of service, the daily rate of pay multiplied by 35 percent times the number of days or hours of accumulated sick leave.
2. During the next three years of service, the daily rate of pay multiplied by 40 percent times the number of days or hours of accumulated sick leave.
3. During the next three years of service, the daily rate of pay multiplied by 45 percent times the number of days or hours of accumulated sick leave.
4. During the next three years of service, the daily rate of pay multiplied by 50 percent times the number of days or hours of accumulated sick leave.
5. During and after the 13th year of service, the daily rate multiplied by 100 percent times the number of days or hours of accumulated sick leave.

ARTICLE XI UNPAID LEAVE

- A. An employee may request personal leave without pay for a specified period up to one (1) year. The request shall be made in writing on the form prescribed by the Board. The leave must be approved by the employee's immediate supervisor and the Superintendent or his designee before it is presented to the Board for approval. The request shall specify the time of the leave and the reason for the request. Personal leave without pay may be requested for, but not limited to:

1. Leave to run for elective office
 2. Leave for academic study
 3. Leave for child rearing (for natural or adopted Child)
 4. Leave for childbearing
- B. Request for personal leave without pay will be approved only if the employee's immediate supervisor, the Superintendent, and the Board are satisfied that the instructional needs of the district can be met. Personal leave shall be granted at the discretion of the School Board.
- C. An employee on personal leave without pay may remain an active participant in the employee's retirement system by contributing thereto the amount necessary to continue as a member on leave as provided by the provisions of the retirement system of which the employee is a member.
- D. An employee on personal leave without pay shall receive no credit on any salary schedule for experience for the time on leave.
- E. Any employee returning to work after personal leave without pay will be placed in an appropriate position for which he/she is qualified.
- F. Any employee wishing to return to work before the end of the requested leave should make his/her request in writing to the Superintendent as early as possible but no later than thirty (30) days before he/she wishes to return to work. The Board will make every effort to allow the employee to return to work as soon as possible.
- G. Family and Medical Leave:
1. Family and Medical Leave Act: All provisions of this article shall be interpreted so as to comply with the requirements of the Family and Medical Leave Act and any amendments thereto, and with such federal regulations that may be issued under the Act. This leave provision does not operate to limit or reduce leaves provided under other contract terms.
 2. Leave Year: An eligible employee is entitled to take up to twelve (12) weeks of FMLA leave in any twelve (12) month period to be measured forward from the first date of leave. The leave may not exceed twelve (12) weeks in a twelve-month period, except in the case of leave for health reasons; it may not exceed the duration of the serious health condition.

ARTICLE XII INSERVICE TRAINING

- A. The Board shall develop a comprehensive program of Staff Development, one part that shall be solely for the staff development of teachers. The Superintendent, in conjunction with the principal, shall appoint one (1) teacher from each school, with the teacher's consent, as a

member of the Teacher Education Center Council for the planning, development and continuous evaluation of the teacher part of staff development.

The Board, through the Superintendent, the principals, and members of the Teacher Education Center Council shall develop an in-service program for teachers. This part of in-service will be based upon need as established by principals, teachers generally, and input from the Teacher Education Center Council.

The teacher in-service training component shall be financed by law and will receive its fair share of the in-service money designated for that purpose, and the Board will designate such amount.

In connection with teacher in-service, travel and per diem will be established by the Board.

Record of in-service points earned by teachers shall be maintained at the district office.

The Board shall maintain a balanced program of components for that part of in-service designed for teachers.

B. Stipends will be paid at \$16.00 per hour for teachers for in-service programs held at times beyond the contract year. Special curriculum writing projects will be paid at the employee's hourly rate and required summer in-service institute participants will be paid at the rate of \$16.00 per hour. All stipends, supplements, and special payments shall be handled through regular payroll procedure and shall be treated as salary.

ARTICLE XIII EMERGENCY SCHOOL CLOSING

When an emergency, as determined by the Superintendent or her designee, requires closing of school for students, school shall be closed for teachers also. Teachers will be paid their regular salary during each emergency; however, teachers shall make up such time missed during an emergency at a time designated by the Board, without further payment of any compensation, unless waiver is granted by the State Board of Education.

ARTICLE XIV POLITICAL ACTIVITY

All teachers shall have entire liberty of political actions except direct political activity during instructional time and shall be free from political domination and/or coercion provided such actions within the laws of the United States of America and the State of Florida.

**ARTICLE XV
INSURANCE**

- A. The Board shall pay a maximum of \$3,840.00 annually as its contribution toward the approved district insurance plan. The Board's contribution to the individual plan shall not exceed the cost of full coverage on the health plan.

**ARTICLE XVII
PAID HOLIDAYS**

The members of the bargaining unit shall be granted six (6) paid holidays.

**ARTICLE XVIII
CALENDAR**

By February 1, the association shall meet with the Board's negotiation committee to discuss the school calendar. The committee's recommendation shall be sent to the Superintendent for his/her recommendation to the Board. The recommendations will be taken under advisement when the school calendar is being formulated, but the decision of the Board shall be final.

**ARTICLE XIX
SCHOOL IMPROVEMENT**

- A. Teacher members on the School Advisory Council shall be elected by the teachers of that school. The procedures for that election shall be determined by the faculty of each school site.
- B. Teachers at a school site shall be provided an opportunity for input and review of the School Improvement Plan prior to the plan being submitted to the Board.
- C. Any request for a waiver of provisions of the Collective Bargaining Agreement between the Association and the Board shall be submitted in writing to the Superintendent and the President of the Association for disposition. Such a request must be part of a School Improvement Plan and must be mutually agreed upon by the Association's Executive Board and the School Board for the waiver to be granted.

Any request for a waiver of Department of Education Rules or School Board Policy, which directly impact terms and conditions of employment, must be mutually agreed upon by the Association's Executive Board and the School Board for the waiver request to be further pursued.

A waiver(s) approved by the Parties shall be in force for no more than one year unless renewed pursuant to this section.

- D. The Board shall offer the opportunity for training to assist each school's team in preparing the School Improvement Plan.

**ARTICLE XX
MISCELLANEOUS**

- A. In the event that any provision of this Agreement is judged contrary to law by a court of competent jurisdiction, it shall be modified accordingly. All other provisions shall remain in full force and effect for the duration of this Agreement.

- B. Copies of this Agreement titled "Agreement Between the Hamilton County Education Association (Instructional) and the Hamilton County School Board" shall be printed at the expense of the Board and the Association and shared equally within thirty (30) days after the Agreement is signed and shall be presented to all teachers. The Board shall furnish 200 copies of said printed Agreement to the Association for its use. The shared cost shall be on the basis of 300 copies.

**ARTICLE XXI
TERM OF AGREEMENT**

This Agreement shall become effective July 1, 2007, upon ratification by both parties and shall continue in effect through June 30, 2010. This Agreement between the Board and the Association constitutes the entire agreement between the parties and shall not be extended nor altered in any way without the written mutual consent of both parties.

The parties agree that the following items shall be reopened for negotiations each May 1:

- 1. Salary
- 2. Insurance
- 3. Paid Holidays

Each party shall have the right to reopen one (1) article of the existing contract and one (1) new article.

**ATTACHMENT A
OFFICIAL GRIEVANCE FORM**

NAME _____
School _____ Assignment _____

Home Address _____ Home Phone _____

Step II

A. DATE GRIEVANCE OCCURRED _____

B. RELATES TO ARTICLE
(S) _____

_____ OF CONTRACT.

C. GRIEVANCE STATEMENT _____

D. RELIEF SOUGHT _____

Signature Date

DISPOSITION OF IMMEDIATE
SUPERVISOR _____

Signature Date

- 1 copy to immediate supervisor
- 1 copy to Association
- 1 copy to grievant

**HAMILTON COUNTY
EDUCATION ASSOCIATION**

President

Secretary

Executive Committee Member

Executive Committee Member

Executive Committee Member

Chief Negotiator

**HAMILTON COUNTY
SCHOOL BOARD**

Chairman

Superintendent

Board Member

Board Member

Board Member

Board Member

Chief Negotiator

ATTACHMENT B

GENERAL PROVISIONS:

Employees are to work the following number of days:

9-month employees	-	180 days
10-month employees	-	190 days
10 ½-month employees	-	200 days (190 + 10)
11-month employees	-	210 days (190 + 20)
10 + 1	-	210 days (190 + 20)
10 + 2	-	230 days (190 + 40)
12-month employees	-	248 days (190 + 40 + 18)
		Vacation excluded when Determining daily rate

The following formula reflects the way a salary adjustment will be made in the event of a reduction in service:

$$\frac{\text{Annual Salary}}{\text{Working Days} \times \text{days of service}}$$

For experience purpose, 3 years of credit will be given for active military duty.

If an employee desires to make a change in his/her withholding deduction, insurance deduction, dues deduction, etc., the Finance Office must be notified in writing by the due date of the payroll at 11:00 a.m. in order for the change to become effective for the current month.

Ten minutes of planning time will be given for each hour of instruction for homebound services. No employee will be allowed to work nor be paid for more days than stated in these provisions without prior approval of the Superintendent.

Stipends will be paid at \$16.00. per hour for teacher in-service programs held at times beyond the contract year. All Stipends, supplements, and special payments shall be handled through regular payroll procedure and shall be treated as salary.

The dates that payroll checks will be issued are specified on the payroll schedule. All employees will be paid in 24 checks.

Employees who use their private vehicles in connection with the performance of their official duties will be reimbursed at the rate allowed by Board Policy. All travel performed by an employee in connection with the instructional program must be approved by the principal/supervisor and will be charged against the travel account of the school/department at the rate allowed by Board policy. The state-approved travel requisition form must be used.

Adult and Community Education: Part-time Adult Education teachers employed by the Board to provide instructional services in adult education will be paid the hourly rate where they fall on the instructional salary schedule, provided the employee is certified in the Course Code Directory area of certification required for instruction and the instruction is FTE generating.

Part-time teachers or others who provide instructional services for fee supported community education programs which do not require certification and do not generate FTE will be paid

\$9.00 per hour, the approved part-time hourly rate for purchased services under the Hamilton County Community Education Program Personal Service Agreement, Form HCS 6024. The \$9.00 rate is subject to the generation of participant fees adequate to support the activity. In no instance will payments be made in excess of fees generated to support the activity.

Selected non-certified part-time instructional personnel employed under the provisions of A-1.502, SABER, will be paid \$9.00 per hour.

Part-time adult teachers previously paid at the beginning step of the instructional salary schedule will continue at that level.