

# MASTER CONTRACT

**2016-2019**

Between the School Board of Wakulla County, Florida and the  
Wakulla Classroom Teachers Association

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8/8/17

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## Table of Contents

Preamble.....	2
Article #1: Recognition.....	2
Article #2: Negotiation Procedures.....	3
Article #3: Teacher Rights and Responsibilities.....	3
Article #4: Vacancies & Promotions .....	6
Article #5: Association Rights .....	6
Article #6: Teaching Conditions.....	8
Article #7: Wakulla County Instructional Employees Performance Evaluation System .....	9
Article #8: Personnel Files.....	13
Article #9: Reduction in Personnel.....	13
Article #10: Grievance Procedure.....	14
Article #11: Leave.....	16
Article #12: Salary & Benefits.....	21
Article #13: Miscellaneous .....	25
Article #14: Terms of Agreement .....	25
APPENDICES .....	26
Appendix A.....	27
2017-2018 Instructional Placement Schedule.....	27
Appendix B.....	28
2017-18 Salary Adjustment Formula.....	28
Appendix B1.....	29
2018-19 Salary Adjustment Formual.....	29
Appendix C.....	30
2017-2018 Supplemental Pay Schedule.....	30
Appendix D.....	35
2016-2019 Grievance Form .....	35
Official Grievance Disposition Form.....	36
Official Grievance Appeal Form .....	37
Appendix E.....	38
School Calendar 2017-18.....	38
Appendix F.....	39
2017-2018 .....	39
Sick Leave Bank Membership/Authorization Form.....	39

## **Preamble**

The School Board of Wakulla County and the Wakulla Classroom Teachers Association, an affiliate of the Florida Education Association, agree that they hold as a common objective the education and welfare of the students of the Wakulla County School System. Further, it is recognized that there should be a formalized process by which the School Board of Wakulla County and the Wakulla Classroom Teachers Association can work toward a mutually satisfying agreement.

## **Article #1: Recognition**

- A. The School Board of Wakulla County, Florida (hereafter referred to as the Board) recognizes the Wakulla Classroom Teachers Association (hereafter referred to as the Association) as the exclusive and sole bargaining agent for a bargaining unit including; all full-time or regular part-time classroom teachers (including art, music, P.E., and director of athletics), counselors (including D.C.T.), librarians (media specialist); instructional/reading coaches, special area teachers (including exceptional child teachers, psychologists, social workers, occupational specialists, and vocational teachers), specialists in funded programs, dean of students, and department heads; but excluding: principals, assistant principals, curriculum coordinators, coordinator of community schools, administrative assistants, directors, supervisors, superintendent, all classified personnel, and temporary employees.
- B. The Association recognizes the Wakulla County School Board as the public employer with the right to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matter have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force or any civil or career service regulation.
- C. The Board recognizes that teachers shall have the right to be represented by any organization of their own choosing to negotiate collectively through a certified bargaining agent with the School Board in determining wages, hours and conditions of employment as defined in Chapter 447, Florida Statutes. Nothing contained herein shall be constructed to deny or restrict to any teacher his/her rights under the Florida School Laws or other applicable laws, and DOE Rules and Regulations and/or Florida Administrative Code.
- D. The term “Board” when used in this agreement shall include the School Board and all administrators and other agents of same.
- E. The term “Association” when used in this agreement shall mean the Wakulla Classroom Teachers Association (WCTA) which is the exclusive bargaining agent for all bargaining unit members.
- F. The term “teacher” when used in this agreement shall include all members of the bargaining unit.

**Article #2: Negotiation Procedures**

- A. Neither party shall have any control over the selection of negotiating representatives of the other party.
- B. Meetings shall be held at times and places mutually agreed upon by the parties.
- C. When it is necessary for a negotiating session to take place during the regular work day, bargaining team members shall be granted assignment to temporary duty status.
- D. It is understood that no final agreement between parties may be exacted without ratification by a majority of the Board and by a majority of the Bargaining Unit voting in any ratification.
- E. Both parties mutually pledge that their representatives shall have all necessary powers and authority to make proposals, consider proposals, make concessions in the course of negotiations, and that said representatives will negotiate in good faith. Meetings shall be held at times and places agreed to by the parties.
- F. The School Board negotiator shall meet informally with the President of the Association and/or his/her designee(s) at least quarterly for the purpose of discussing any alleged problems and/or misunderstandings and/or potential conflicts with existing statutes and/or court that may affect the administration of this contract. During post planning a meeting may be held to review the Personnel Handbook and other concerns. Such meetings will be held at a time convenient for both parties. The Association representative shall be granted assignment to temporary duty to attend said meetings when such arrangements are mutually beneficial to the parties. Should such a meeting(s) result in a mutually accepted amendment to this agreement, the amendment shall be subject to ratification by the Board and Bargaining unit prior to it becoming a part of this contractual agreement.

**Article #3: Teacher Rights and Responsibilities**

- A. The Board recognizes that teachers shall have the right to be represented by the Wakulla Classroom Teachers Association and the right to refrain from being represented.
- B. Race, creed, religion, color, sex, age, national origin, handicap or years of teaching experience shall not be grounds for discrimination, disciplinary action or conditions of employment under the terms of this agreement. However, this provision shall not be construed so as to prohibit the Board from implementing any affirmative action program as determined appropriate by the Board.
- C. Upon initial employment, teachers shall provide evidence of meeting all the physical and mental health requirements called for by the Florida Statutes, State Board of Education and the Wakulla County School Board Policies pursuant to their employment. If at any time, the Board desires further evidence concerning the above requirements of an individual teacher, it may, at its discretion, call for additional examination of that teacher by a licensed competent physician chosen by the teacher from a list of three (3) physicians submitted by the Board. The Board shall pay all costs incurred in said examination:
- D. The Board will establish rules for student conduct:

1. A copy of the rules shall be provided to all teachers at the beginning of each school year.
  2. Teachers shall be notified of any changes in the rules for student conduct.
  3. Administrators shall work closely with individual teachers to alleviate discipline problems.
  4. The Board shall support teachers in the maintenance of order in the classroom.
- E. The following procedures shall be followed for teachers who desire to be voluntarily transferred:
1. The School Board agrees to post teaching and supplemental vacancies on the District website.
  2. Teachers wishing to be considered for a vacancy and/or change in teaching assignment shall notify the appropriate administrator to indicate interest and make application.
  3. The administrator shall acknowledge receipt of such a request from a member of the Bargaining Unit within ten (10) working days.
  4. Teachers currently employed by the district requesting reassignments/transfer/and/or applying to fill instructional vacancies will be given consideration. No assignment of applicants to advertised vacancies in the school district shall be made until all applications of currently employed teachers have been considered.
  5. In situations where a new teacher is recommended by an administrator over a returning teacher already assigned to that school and who has applied for the position, the returning teacher shall be advised in writing of reasons for not being given the position, if written request is made by the teacher to the respective administrator within three (3) teacher days after being notified the position was filled.
- F. Involuntary transfers will be made only when deemed necessary and appropriate by the Superintendent on recommendation to the Board, and only after the teacher has been advised by the Superintendent or his designee. The teacher will be given at least three (3) working days' notice, along with School Board rationale for the transfer. If the involuntary transfer of a teacher from one school to another, results in that teacher being out of field, the School Board shall pay all necessary course tuition and/or certification exams necessary at the state university rate to meet certification at that school.
1. Teachers who are not satisfied with their placement or assignment, as a result of the involuntary transfer, may apply for other positions within the district.
- G. The following procedures shall be used in the selection of volunteers for extended contracts and additional employment.
1. The Board shall establish its program needs for summer session employment.
  2. Each school shall establish its own procedures for recommendation of after school, summer school, and teachers who teach a seventh period core class, with each department or grade level having opportunity to submit suggestions to the administrator. If a core class, which would require a teacher to teach a seventh period becomes available, the Principal shall seek a volunteer from those teachers certified to teach the class. No teacher shall be required to teach a seventh period core class. Core classes are defined by the Florida Course Code Directory, Appendix S.

- H. Teachers shall be subject to the accepted standards of professional responsibility as set forth in the Code of Ethics of the Educational Profession of Florida Principles of Professional Conduct and policies of the School Board of Wakulla County:
1. Use of political material for instructional purpose in the classroom is not forbidden, but each teacher must be accountable that the presentation is open-minded, fair, responsible and respectful of differing opinions of others. Whenever possible such materials will be previewed in advance by the building administrator.
  2. Teachers are entitled to full rights of citizenship, and no religious or political activities of any teacher or lack thereof, shall be grounds for discipline or discrimination with respect to employment of such teacher, provided that such activities do not violate the Constitution and the laws of the United States and/or the State of Florida.
  3. Teachers may present materials and ideas not included in the Board adopted curriculum and textbooks, provided that they receive prior approval from their building administrator. Both parties agree that no legitimate issue of controversy in our society should be excluded from the classroom. However, all sides of controversial issues must be presented and be age and grade level appropriate.
- I. The Board agrees to render legal assistance to the extent provided by law (F.S. 1012.26) to any teacher that is complained against or sued as a result of the legal performance of duty, providing that the teacher was found innocent and was acting within the scope of his/her teaching responsibility and is not guilty of willful neglect of duty, gross negligence or improper conduct, as determined by the Board.
- J. The Calendar Committee shall be composed of one (1) person from each school selected by the teachers. If after all selections are made and there is not at least one (1) non-instructional person, a non-instructional person will be appointed by an administrator. Should there not be at least one (1) Association member from each school level (elementary, middle and high) after all appointments are made, the Association President may appoint one (1) "at large" member for each school level not represented to serve on the Committee.
- K. Teachers shall have the right to make suggestions to the Board regarding the school calendar. In no way will this delay the date in which the calendar is set. Teacher suggestions to the school calendar must normally be submitted to the District Calendar Committee.
- L. No action against a teacher shall be taken on the basis of a complaint by a parent or student or other individual; nor shall any notice thereof be included in the teacher's personnel file, until the complaint is thoroughly investigated and deemed significant by the administrator. If deemed significant, the administrator will notify the teacher(s) involved, in writing of the accusations and findings, within five calendar days of the conclusion of the investigation.
- M. Teachers and the School Board mutually agree that the duties of instructional personnel include responsibilities that can best be accomplished by a teacher at times other than the normal school day. These responsibilities include SACS Committee Assignments, comprehensive audits, meetings with program advisory committees, parent-teacher conferences, P.T.O. meetings, and open house. Those teachers required to work additional hours in an officially assigned capacity as determined by the teacher and the

administrator, including carnivals, and if not in a differentiated pay position, will be given an equivalent amount of release time beyond the normal student day at the teacher's respective school. A system will be established by the principal and staff to maintain a fair and accurate accounting and documentation.

1. All duties will be assigned by the administrator in a fair and equitable manner.
2. Teachers serving in Differentiated Pay positions that require duty beyond the normal school day or duties/qualifications/expectations beyond the scope of a regular teacher are not excluded from additional duty assignments.
3. Duty assignments, as enumerated above, will be made in a fair and equitable way utilizing the following procedures:
  - a. Volunteers for assignment will be requested if deemed appropriate by the administrator.
  - b. In the absence of volunteers, assignment will be made by the administrator.
  - c. Administrators will not make these assignments in a punitive way.
  - d. Administrators may excuse teacher(s) from assigned duty.
  - e. Positions on the Differentiated Pay Schedule may be appointed by the administrator when no volunteers are available in lieu of dropping the program. Such appointments would be for one year.

N. Teachers shall be entitled to request a representative of their choice when they have been informed that a meeting has been scheduled with their administrator that may result in disciplinary action. In the interest of all parties, the administrator shall ask the teacher if they want representation. When a request for such representation is made, no action shall be taken with respect to the teacher until such representation is present. Such representation shall be secured within a reasonable time.

O. The Board and the Association agree to jointly plan and provide for new teachers an orientation which includes the Master Contract Agreement. This orientation may be held as a part of the "New Teacher Orientation" which is an annual part of pre-school, but in no case later than the eighth week of school.

#### **Article #4: Vacancies & Promotions**

- A. A current list of all Instructional and Supplemental Pay vacancies shall be posted on the District website for at least ten (10) calendar days prior to the application deadline except when said vacancies occur after July 15 for the new school term, at which time they can be declared an emergency and advertised at least five (5) calendar days.
- B. Notices and job descriptions of all administrative or supervisory vacancies shall be posted on the District website for at least ten (10) calendar days prior to the application deadline.
- C. Notice of all vacancies occurring during the summer months shall be posted on the District website.
- D. When an administrative vacancy occurs, teachers who are currently employed in the county will be given one additional point in the screening process if they are qualified to apply for the position.

#### **Article #5: Association Rights**

Wakulla County 2017-2018 Master Contract Tentative Agreement Michael Monroe, Missy Rudd, Randy Beach, and Angie Walker

- A. 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 anytime during the contract period. Such authorization shall continue from year to year unless revoked by written notice to the Association and the Board. During the school year, September through June, one-tenth (1/10) of the annual dues may be deducted each month the payroll deduction is authorized and the employee's earnings are sufficient to cover monthly cost. The payroll deduction authorization shall be submitted to the payroll department ten (10) days before payday. The Board, its agents and employees shall be held harmless by the Association against any charges, complaints, liabilities, or fiscal responsibilities for its actions or inactions in granting this privilege to the Association.
- B. With respect to all Association membership dues deducted by the Board pursuant to authorization by the employee, the Board agrees to disburse said sums, without administrative cost, to the Association.
- C. An Association faculty representative shall be given opportunity at the conclusion of faculty meetings to make brief announcements providing teachers not desiring to remain have been given opportunity to leave.
- D. The Association may post notice of activities and matters of Association concern on a bulletin board provided in the respective school faculty lounges, specified solely for such use, providing that the materials are seen by the administrator before posting. The Association shall maintain bulletin boards in an orderly and current manner. The Association Building Representative at each school shall be responsible for maintaining the bulletin board.
- E. Teacher mail boxes, district mail and email systems may be used by the Association to communicate with teachers.
- F. A copy of all distributed materials shall be provided to the administrator.
- G. The Board agrees to provide the Association with the date and time of School Board meetings. The administration will notify the Association of any special or emergency meetings of the School board. A copy of the meeting agenda shall be sent to each school for placement on the faculty lounge bulletin board and a copy will be sent to the Association President.
- H. The Association shall have the right to use buildings from immediately after the teacher duty day until closing time of the particular school, providing the building administrator is notified in advance as to time and place of the meetings. Requests to hold meetings at other times will be given the same consideration that is afforded other community groups.
- I. Upon request, the Association shall be provided, as soon as is practicable, school assignment, grade level and/or subject areas, and address of each teacher in the district.
- J. Upon proper written authorization by the Superintendent and the Association President or designee, Professional Leave with pay shall be granted to association members for the purpose of attending the yearly Florida Education Association Delegates Assembly, State Governance Board and/or Gulf Coast Leadership

Conference. Release time for the President and Association Leaders will not exceed fifteen total (15) days per year cumulative. The days are to be coordinated with the school principal for the mutual benefit of the Association and the District.

**Article #6: Teaching Conditions**

- A. The teacher workday shall be 7.5 hours. All full-time teachers shall have a minimum of 250 minutes of planning time per week. To the extent possible, all teachers shall have planning time during the student instructional day. If the nature of a subject or program requires the instructional schedule to be organized in blocks of time which makes this provision unworkable, planning time shall still be provided.
- B. Both Parties agree that a quiet, orderly and well-structured classroom environment is essential in providing successful learning experiences for students. The Board agrees to support teachers and administrators in efforts to minimize unnecessary interruptions/observations to classroom activities.
- C. When school is not in session, a teacher may be given access to the building by arranging such access with the administrator.
- D. Faculty meetings in each school may be scheduled as needed and determined by the administrator. Any meeting called to solicit funds from teachers shall be announced in advance, as to the purpose of the meeting. Attendance at such meetings shall be voluntary. When possible and where practicable, the administrator or his/her designee will notify teachers at least one (1) working day before faculty meetings.
- E. Private telephone access shall be made available for all confidential calls.
- F. Administrators at each school shall designate a room for private conferences with parents and the community.
- G. Teachers shall report in writing to their administrator alleged unsafe or hazardous conditions. Such report shall include the nature of the alleged condition, location and date observed. A copy of the report or action taken by school/district maintenance will be placed in the teacher's box.
- H. The School Board agrees to continue the practice of providing custodial services at each school.
- I. The School Board agrees to provide a lounge for use by faculty and staff at each school.
- J. In the event teachers are utilized to supervise students during their normal lunch period, an equivalent amount of release time shall be granted to those teachers during the school day.

- K. If requested, every effort will be made to employ a qualified substitute for all full day teacher absences, if deemed necessary and appropriate by the administrator.
- L. The Board shall reimburse a teacher for clothing or other personal items that are damaged or destroyed as a result of assault and/or battery upon him/her suffered in the course of legal performance of his/her assigned duties unless such loss is covered by insurance or reimbursement is obtained from other sources. Full details of the incident that allegedly caused the damage and/or destruction shall be reported immediately to the administrator along with evidence, where practicable, of clothing or other personal item damage for which reimbursement is being requested. All disciplinary actions regarding assaults upon teachers shall be administered in compliance with the adopted Code of Student Conduct.
- M. Teachers shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policy of the District, based upon his/her professional judgment and documentation.
- N. A teacher shall be permitted to use necessary and reasonable force to quell a disturbance, to protect him/her or others from possible injury, to restrain a disruptive student, or to protect personal and/or district property.

**Article #7: Wakulla County Instructional Employees Performance Evaluation System**

The parties view the primary purpose of the evaluation system is to increase student learning growth by improving the quality of instructional service. 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. In addition, the system must support and promote school improvement, focus on student growth and achievement, provide for parent input when appropriate and establish criteria for continuous quality improvement of the professional skills of instructional personnel which will result in measurable student growth. Therefore, the parties agree that the procedures for teacher evaluation shall become a part of the contract and consistent and in compliance with the educational philosophy of the Wakulla County School System, the Instructional Employee Performance Appraisal System, F.S. 1012.34 and F. S. 1012.335, The Student Success Act.

- I. A copy of the formal evaluation criteria and group and/or individual orientation to the evaluation process shall be given to newly employed and returning instructional personnel at each school within the first eight (8) weeks of school or prior to the first observation. Formal evaluation shall be conducted according to the Wakulla County Instructional Employees Performance Appraisal System and F.S. 1012.335, The Student Success Act.
- II. The formal evaluation procedure shall not be construed to prohibit administrators from unannounced visits to teacher classrooms during the school day.

III. The following contract language will be subject to re-openers and review within one year from its full implementation upon request by either party. The Teacher Evaluation System (TES) includes both formative and summative aspects. The formative aspect of the model promotes professional growth through teacher self-assessment, walkthroughs, goal setting and professional reflection. The summative aspect of the model uses classroom observations (both formal and informal), teacher conferences with the supervising administrator, deliberate practice goals and the attainment of student achievement gains.

A. Definitions:

1. State assessments: Any standardized state approved assessment for a given subject.
2. District assessments: A standardized district created and/or approved assessment for a given subject.
3. Value added state model (VAM): Formula developed by the state to measure student-learning growth.
4. Learning targets: Locally agreed upon goal for measurement of student progress.
5. Teacher Evaluation System (TES): The term for the overall evaluation of a Wakulla certified employee.
6. Performance Improvement Plan (PIP): A process afforded to teachers to support performance concerns as identified in TES.

B. General Rules:

1. State assessments will be substituted for district assessments or learning targets as they become available. Teachers, whose students take the new Florida Standards Assessment [FSA], other standardized assessments, including nationally recognized standardized assessments, industry certification examinations and district-developed or district-selected end-of-course assessments [EOCs], will be influenced by extraneous variables and random variances on student results.
2. Pursuant to s. 1012.34(3) (a) 1 one third [33%] of the performance evaluation will be based upon data and indicators of student performance. This portion of the evaluation will include growth or achievement data of the teacher's students.
3. For all instructional personnel, the percentage of the evaluation that is based on the instructional practice criterion as outlined in s. 1012.34(3) (a) 1. F.S. will be adjusted to 66%.
4. For all instructional personnel, a third metric, parent input will be included and will be 1% of the overall evaluation. The following will be included in the annual parent input survey:
  - i. The teacher has communicated effectively with me this school year.
  - ii. The teacher has provided effective instruction for my child this school year.
  - iii. Please include additional comments.

A teacher may OPT IN to a 10% Deliberate Practice metric in lieu of the parent input survey. If a teacher decides to OPT IN, he/she must notify the school principal and present Deliberate

Practice Goals no later than December 15 of each school year. If the Deliberate Practice Option is selected the instructional practice percentage will be adjusted to 57%.

5. No transfer or layoff decisions will be made solely on the basis of student growth and achievement.
6. Teachers on a Professional Improvement Plan [PIP] at the time this language is ratified will continue to be evaluated and receive assistance on the basis of those procedures in effect at the time they were placed on the PIP. Failure to respond to informal discussions, or problems requiring immediate notice, are the primary reasons for using the Professional Improvement Plan.

#### IV. Teacher Evaluation System (TES)

##### A. Category 1 Teachers: First Year Teachers [Probationary Annual Contract - PAC]

1. All probationary contract teachers will be considered to be in Category 1 of the TES.
2. Prior to the first observation, the teacher shall be familiarized with TES.
3. The approved evaluation form(s) for Category 1 teachers will be in The Wakulla County Teacher Evaluation Handbook, available online at the District web-site.
4. With the exception of those teachers terminated during their probationary contracts, all Category 1 teachers must be evaluated at least twice during the first year of employment.
5. During the first 20 work days from a teacher's hire date, teachers may request a formal observation.
6. During the probationary contract year, the employee may be dismissed without cause or may resign from the contractual position without breach of contract.
7. Any Category 1 teacher must receive at least two formal observations, four information observations and two evaluations.

##### B. Category 2 Teachers: Annual Contract (AC) Teachers

1. All annual contract teachers, who are not probationary contract teachers [teachers newly hired in the district]; will be considered to be in Category 2 of the TES.
2. Prior to the first observation, the teacher shall be familiarized with the TES.
3. Category 2 teachers will be evaluated at least once annually.

C. Category 3 Teachers: Professional Service Contract (PSC) and Continuing Contract (CC) Teachers

1. Any Continuing Contract (CC) or Professional Service Contract (PSC) teacher will be considered to be a Category 3 teacher.
2. Prior to the Observation, the teacher will be familiarized with the evaluation instruments, forms and procedures.
3. Each PSC or CC teacher will receive at least one performance evaluation each year.
4. Administrators will complete a full evaluation using the approved forms and processes.
5. If a principal/site administrator fails to observe a teacher's classroom based upon the approved Instructional Evaluation System Summative Evaluation/Observation Table the teacher's rating on the administrative evaluation portion of the evaluation will default to "Highly Effective" and Human Resources will be notified of the default by the teacher.

D. Category 4 Teachers: Teachers with 1+ years of service with an overall Needs Improvement or Unsatisfactory evaluation rating from the previous year.

1. Any teacher receiving an unsatisfactory rating on any one or more Domains MUST receive a Professional Improvement Plan. This is not the same as an "Overall Unsatisfactory" where a teacher is placed on performance probation.
2. Any Category 4 teacher with 1+ years of service with an overall Needs Improvement or Unsatisfactory evaluation rating from the previous year, must receive at least two formal observations, four informal observations and two evaluations.

V. An employee notified of unsatisfactory performance may request an opportunity to be considered for a transfer to another appropriate position, with a different supervising administrator.

VI. Any proposed termination due to failure to successfully complete a NEAT/Performance Probation process will be subject to the grievance and arbitration process as defined in Article X of this Agreement or a hearing held by the Department of Administrative Hearing (DOAH).

VII. Evaluation Responsibilities

The Principal may assign responsibility of observing selected teachers to his/her assistant principal(s) and/or Dean of Students. If so, the assistant principal and/or Dean of Students shall have input on the summative evaluation.

#### VIII. Copies of the Evaluation Report

If the teacher declines to sign a completed TES evaluation form, he/she shall, within ten days, provide a rebuttal to be attached to the evaluation. A teacher shall not be requested nor required to sign a blank or incomplete evaluation form. A teacher's signature on the form merely acknowledges receipt of the document and not necessarily agreement with its content.

### **Article #8: Personnel Files**

- A. Public school system employee personnel files shall be maintained according to the following provisions:
1. Except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension, or dismissal under laws of this State, no derogatory materials relating to an employee(s) conduct, service, character or personality shall be placed in the personnel file of such employee.
  2. No anonymous letter or anonymous materials shall be placed in the personnel file.
  3. Materials relating to work performance, discipline, suspension or dismissal must be reduced to writing and signed by the administrator who knows the facts and makes the judgment.
  4. No such materials may be placed in a personnel file unless they have been reduced to writing within forty-five (45) calendar days, exclusive of the summer vacation period, of the school system administration becoming aware of the facts reflected in the materials.
  5. Additional information related to such written materials previously placed in the file may be appended to such materials to clarify or amplify them as needed.
  6. A copy of such materials to be added to an employee personnel file shall be provided to the employee either:
    - a. By certified mail, return receipt requested, to his/her address of record; or
    - b. By personal delivery. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its content.
  7. An Employee has the right to answer in writing any such materials placed in his/her personnel file and have the response attached to the related documents.
  8. Upon request, an employee, or any person designated in writing by the employee shall be permitted to examine the personnel file of such employee. The employee shall be permitted to reproduce any materials in the file at a cost of no greater than five (5) cents per page.
  9. The term personnel file as used in this article means all records, information, data, or materials maintained by a public school system in any form or retrieval system whatsoever, with respect to any of its employees which is uniquely applicable to that employee whether maintained in one or more locations.
  10. Provisions for this article shall be consistent with Florida Statute 1012.31.

### **Article #9: Reduction in Personnel**

Wakulla County 2017-2018 Master Contract Tenative Agreement Michael Monroe, Missy Rudd, Randy Beach, and Angie Walker

- A. In the event the Board determines that the number of employees shall be reduced and shall have to choose from among personnel as to which should be retained, employees shall be released in the following order:
1. Pursuant to Florida Statute Section 1012.33(5), within the program areas, subject areas in elementary schools, or other positions in which the reduction shall take place, the order of layoff of employees within the affected positions shall be based on annual performance evaluations and needs within the instructional program as follows: For example the employee with the lowest performance evaluations shall be the first to be released; the employee with the next lowest performance evaluations shall be the second to be released; and reductions shall continue in like manner until the needed number of reductions has occurred.
    - a. In the event that two (2) or more employees have equal ratings on performance evaluations, the following additional criteria shall be used to determine, in prior order, in which reductions shall proceed:
      1. 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 and working toward certification during all or a portion of the two (2) school years prior to layoff.
      2. Employees having the least amount of service in the Wakulla 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.
      3. Employees with the lowest level of educational degree.
      4. Employees with the least amount of service outside the District.
- B. Written notice of the layoff will be provided to the affected teachers at least 30 days prior to the effective date of the layoff.
- C. Recall and the reinstatement of benefits shall be in inverse order based upon the teacher being best qualified for the available opening, according to School Board Policy 6.39.

### **Article #10: Grievance Procedure**

- A. Any claim by a member of the bargaining unit that there has been a violation of any provision of this agreement may be processed as a grievance as hereinafter provided.
- B. Definitions
1. The Equity Coordinator is the person designated to oversee compliance of the Florida Educational Equity Act, Title IX of the Education Amendments, Section 504 of the Rehabilitation Act of 1973, ADA, and the Federal Vocational Guidelines. The term “Equity Coordinator” may be substituted for “supervisor” throughout this policy. The Equity Coordinator may be contacted as an initial point of filing a grievance in lieu of the supervisor when the alleged violator is the person designated as the initial point of contact.
  2. The supervisor is the administrator to whom the employee reports for work assignments and job related instruction.
- C. Purpose
1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems or grievances which may from time to time arise.

2. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
3. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration or with any appropriate representative of the Association.

#### D. Procedures

1. At level one, any employee may orally and informally confer with his immediate supervisor.
2. If, as a result of the informal discussion with the immediate supervisor, a grievance still exists, the employee may invoke a formal grievance by submitting a signed and completed grievance form to the immediate supervisor not later than ten (10) working days after the alleged incident took place.
3. Within ten (10) working days of receipt of the grievance, the immediate supervisor shall meet with the Grievant in an effort to resolve the grievance. A written disposition of the grievance shall be filed with the Superintendent, grievant and the Association within five (5) working days after such meeting takes place. This concludes level two.
4. If the grievance is unresolved at level two, within five (5) working days the aggrieved employee may request a review of the disposition of the grievance by the Superintendent. This request shall be in writing and shall include a copy of the grievance form and a chronology of events up to the date the grievance is filed with the Superintendent. The Superintendent shall render his decision in writing to the grievant, and the Association within five (5) working days. This will exhaust level three.
5. If the grievant is still unsatisfied at the conclusion of level three after the Superintendent has rendered his decision in writing, the grievant may submit a request that the grievance be presented to the School Board no later than the next regularly scheduled meeting, providing that the request for the School Board hearing of the grievance was made in accordance with the requirement for School Board meeting agenda preparation. The School Board will render a final decision within ten (10) working days following the meeting. The Board's disposition shall be published in writing to the grievant and the Association. Its decision shall be final as to local disposition of the grievance. This will conclude level four.
6. Through all levels the aggrieved employee may be accompanied by a representative of his own choosing. Both parties will cooperate by making information available to each other. Records of the grievance shall be maintained.
7. Should the grievant disagree with the Board's decision, the grievance shall be transmitted to arbitration before an impartial arbitrator. If the parties cannot agree to the arbitrator within ten (10) working days from the notification that arbitration will be pursued, the arbitrator shall be selected from a panel of nine (9) submitted to the parties by the FMCS. The parties shall have no power to alter, add to or modify the terms of this agreement. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground, or rely on any evidence, not previously disclosed to the other party.
  - a. The Board and the Association shall share equally the fees and expenses of the arbitrator.
  - b. The time limits provided in this article shall be strictly observed, but may be extended by written agreement to the parties. Whenever a holiday, illness or other incapacity of the grievant prevents attendance at a grievance meeting, the time limits shall be extended to such time that the grievant can be present. When such grievance meeting and conferences are held during school hours, all employees whose presence is required shall be excused with pay, for that purpose.

- c. Adjustment of any grievance as described herein shall not be inconsistent with the provision of this agreement.
8. The parties will cooperate in the investigation of any grievance and provide all pertinent information as may be requested for the processing of any grievance. No reprisals of any kind shall be taken against any party in interest participating in the grievance procedure. No records dealing with the processing of any grievance shall become a part of the personnel files of the individual teachers.

### **Article #11: Leave**

- A. Unpaid Sick Leave – Teachers who have exhausted accumulated sick leave may be granted unpaid sick leave at the discretion of the Board.
- B. Military Leave – Military leave shall be granted to an employee who is required to serve in the armed forces of the United States or of the State of Florida in fulfillment of the obligations incurred by membership in the reserves of the Armed Forces or the National Guard. When an employee enters voluntarily into any branch of the armed services for temporary or extended term of service, military leave shall be granted at the discretion of the Board after taking into consideration the needs of the district. An employee may be granted military leave for extended active duty without prejudice; provided, that an application for re-employment is filed within six (6) months following the date of discharge or release from active duty. The Board shall have reasonable time, not to exceed six (6) months, to reassign the employee to duty. Compensation allowed during military leave shall not exceed seventeen (17) days as provided in Section 115.07, Florida Statutes.
- C. Extended Personal Leave – Any teacher desiring extended personal leave shall make written application for such leave. The teacher shall not be entitled to compensation while on extended leave. All extended leave may be granted at the discretion of the Board. When on approved unpaid leave, benefits with Wakulla County Schools may be continued by paying the entire premium (employee portion plus the Board contribution).
1. No leave shall be granted at one time for a period greater than one (1) year, and cannot extend beyond the end of the current fiscal year. Any teacher who has been granted extended leave shall be responsible for initiating a request for return to duty by April 1<sup>st</sup> of the current year.
  2. Type of leave to be considered under extended personal leave sections may include but is not limited to:
    - Family Medical Leave: Prior to the filing of an application for family leave, the teacher and principal shall meet to discuss the commencement date for such leave.
    - Leave for Political Campaign: A teacher who desires personal leave to seek election to office shall file an application for leave. The Board will grant such leave for the duration of the political campaign. Such leave shall be without compensation.
    - Professional Leave: A teacher who desires personal leave to return to school, or otherwise pursue additional professional training, shall file an application for such leave. Such leave shall be without pay.
    - Professional Leave with Pay: Professional leave is defined for purpose of this section as leave granted to teachers to engage in activities resulting in professional benefit. Such leave shall be

considered by the School Board on the recommendation of the Superintendent. Said professional leave may be granted with pay, however, no funds for expenses will be provided.

#### D. Paid Leave

##### 1. Sick Leave

- a. Any teacher employed on a full-time basis shall be entitled to four (4) days of sick leave at the beginning date of first employment during each contract year. Thereafter, full-time teachers shall accrue one day of sick leave for each month of employment which shall be credited to the teacher at the end of the month and which may not be used prior to the time it is earned and credited to the teacher. No teacher may earn more than one (1) day of sick leave times the number of months of employment during the regular school year. However, teachers employed on an 11 month or 12-month contract shall earn one (1) additional day of sick leave for each month of full-time employment. Any leave charged against accrued sick leave shall be with full compensation. Permanent part-time teachers shall accrue leave on the same basis as full-time teachers, adjusted to the number of hours they teach. Such leave shall be taken only when the person is unable to perform his/her duty during the regular school year because of personal illness or illness or death of father, mother, brother, sister, husband, wife, child or other close relative by blood relationship of affinity or member of his/her household. Full-time teachers may utilize accrued sick leave for pregnancy. The School Board may withhold the average daily amount for any sick leave days used but not earned by the employee if the employee terminates employment.
- b. A claim for sick leave shall be filed through the administrator to the Superintendent, by no later than five (5) calendar days after the teacher returns to duty. The claim shall be in writing and shall set forth the days absent. It shall be duly signed by the claimant certifying that the facts are true and correct and that the claim is valid and legal.
- c. Teachers shall be entitled to transfer sick leave credit from the most recent place of employment in other Florida School Districts and the Department of Education provided that the days transferred in do not exceed days earned in the Wakulla School District.
- d. Pursuant to f.s. 1012.61(2) (e) 2 a teacher may authorize the use of their accrued sick leave by a district employee. Sick leave donated cannot be used until all the individual's sick leave has been depleted, excluding sick leave in any existing Sick Leave Bank, if the recipient participates in a Sick Leave Bank. Donated sick leave shall have no terminal pay value.

##### 2. Illness-in-the-line-of-Duty

- a. Any teacher shall be entitled to a maximum of ten (10) days of illness-in-the-line-of-duty leave each school fiscal year when unable to perform his/her duties because of personal injury in the discharge of his/her duties or because of illness from a contagious or infectious disease contracted in his/her work. Such leave shall be non-cumulative from year to year and when approved by the Board shall be used before charging any absence to regular accrued sick leave; provided that the following conditions are met:
  - i. The administrator or the Superintendent shall be notified within twenty-four (24) hours of when the injury or illness occurs.
  - ii. The employee shall file a written claim signed by the administrator for attachment to the payroll report for the period in which illness or injury occurred.

- iii. In case of injury, a certificate from a physician may be required and in case of a claim relating to a contagious or infectious disease, the teacher shall file a statement from a licensed physician certifying that the contagious or infectious disease was contracted at school during the time the teacher was engaged in school work.
- iv. After determining that the claim correctly states the facts and is valid, the Board will approve the leave.
- v. Any worker's compensation payment received by the teacher while on compensable leave shall be deducted from his/her gross salary or the check received from Worker's compensation shall be endorsed to the Board.
- vi. Any teacher granted leave as herein provided who has used the ten (10) days as provided by law shall have the next twenty (20) days charged to accumulated leave or receive Worker's Compensation. After thirty (30) days the School Board may grant up to twenty (20) days additional leave as herein prescribed.
  - (a) The teacher shall file a certificate signed by a licensed physician stating that the teacher is unable to return to duty because of the injury or illness for which the initial leave is granted.
  - (b) The teacher shall agree to file a medical report at such intervals as the Superintendent may direct showing that he/she is unable to perform his/her regular job with the District as soon as reasonable within medical restrictions.
  - (c) The teacher shall not engage in any type of full-time work for which he/she receives remuneration. If a teacher has a part time job all wages earned must be reported to the District while out on illness-in-the-line-of-duty or Workers Comp. The teacher has an obligation to return to his/her regular job with the District as soon as reasonable within medical restrictions.
  - (d) When the above conditions and requirements are met, the teacher may be allowed up to twenty (20) days additional illness-in-the-line-of-duty leave as determined by the Board; provided, that the person is under contract during the time such leave is granted and any payment is made.
  - (e) In extreme cases, the Board may consider additional illness-in-the-line-of-duty leave.

### 3. Leave for Jury Duty and Legal Process

- a. An employee of the Board who is summoned as a member of a jury panel may be granted temporary duty leave. Any jury fees may be retained by the employee. The Board shall not reimburse the employee for meals, lodging, and travel expenses incurred while serving as a juror.
- b. An employee who is subpoenaed as a witness, not involving personal litigation, may be granted temporary duty leave. Any witness fees may be retained by the employee. The Board shall not reimburse the employee for meals, lodging, and travel expenses incurred while serving as a witness.
- c. When an employee is subpoenaed in line of duty to represent the Board as a witness or defendant, he/she may be granted temporary duty leave, since his/her appearance in such cases shall be considered a part of his/her job assignment. The employee may retain any fees received from the court. In the event no fees are received from the court, he/she may be paid per diem and travel expenses.
- d. In no case shall temporary duty leave with pay be granted for court attendance when an employee is engaged in personal litigation. In such cases, an employee may request personal leave.

#### 4. Temporary Duty Elsewhere Leave

- a. Temporary Duty Elsewhere Leave with pay may be granted to teachers for the purpose of:
  - i. Attending and/or participating in professional meetings, educational workshops, seminars, or conferences sponsored by professional organizations, colleges, universities, or government or private agencies concerned with educational matters.
  - ii. Visitation for the purpose of observing techniques and programs.
- b. The School Board agrees to provide funds for normal expenses for Temporary Duty Elsewhere leaves. It is understood that normally only one member of a department or grade level may attend any one such meeting at District expense. The Superintendent may approve exceptions. Teachers will be expected to give adequate notification on the proper forms. The Board will supply forms which will be available from the administrator. Further, teachers may be requested to report the nature of professional meetings attended and give a resume of the program.
- c. All teachers requesting Temporary Duty Elsewhere shall apply through their administrator or to the Superintendent, who shall make the determination as to approval or disapproval of said application. The application shall be endorsed by the applicant, administrator and the Superintendent.

#### 5. Personal Leave

- a. A Teacher may use up to six (6) days of accrued sick leave for personal reasons:
  - i. Personal leave requests must be submitted to the administrator two (2) days before the leave is to commence.
  - ii. When personal leave is used in events of personal emergency, the teacher should complete the required form immediately upon return to duty.
  - iii. Personal leave should not be granted to more than ten percent (10%) of the faculty at any school or on a given day. Exceptions require administrator and Superintendent approval.

#### E. A sick leave bank is established for voluntary participation by members of the bargaining unit effective November 1, 1993 and administered pursuant to and contingent upon the following rules:

1. The sick leave bank was activated with a minimum of 100 days.
2. Membership Eligibility and Enrollment Procedures.
  - a. A teacher must have completed one (1) full contract year in the Wakulla County School System.
  - b. A teacher must have an accumulation of eight (8) days of sick leave on record to join the sick leave bank.
  - c. An application (see appendix E) for entrance into the sick leave bank must be requested by the eligible teacher from the sick leave bank representative at each respective school.
  - d. The applicants leave status must be verified by the appropriate district personnel.
3. Enrollment Periods and Effective Dates
  - a. Initial enrollment of new members may take place when the eligibility criteria in #2 above are met.
  - b. Subsequent year enrollment will be automatic unless a letter requesting withdrawal from the sick leave bank is submitted to the personnel department of the School District on or before September 1 of the school year.
4. Member required contribution to the Sick Leave Bank

- a. Each member, upon acceptance, must contribute one (1) day of sick leave to the bank. Any sick leave pooled pursuant to this article shall be removed from the accumulated sick leave balance of the teacher donating such leave and shall not be available to the donating teacher as sick leave.
  - b. In the event the balance of days falls below sixty (60), the WCTA will be notified and all participating members shall be required to contribute one additional day to the bank. Any member failing to contribute shall be terminated from membership in the sick leave bank.
  - c. Should a member not have a day to contribute when this additional assessment is required, the first available sick leave day earned by the member shall be contributed or the member shall be removed from membership.
5. Member withdrawal from the Sick Leave Bank
    - a. A sick leave bank participant may terminate membership at any time but shall not be able to withdraw any sick leave days contributed.
  6. Dissolution of the Sick Leave Bank
    - a. If permitted by applicable law and regulations, upon failure of the sick leave bank, the days remaining in the bank shall be divided as equally as possible among the active members.
  7. Sick Leave Bank Administration
    - a. A committee composed of three (3) sick leave bank participants shall be appointed to administer the sick leave bank. Members of the committee shall be appointed by the WCTA President or his/her designee.
  8. Responsibilities of the Sick Leave Bank Committee
    - a. The committee shall have the responsibility for monitoring participating member's sick leave requests for the following purposes:
      - i. To ensure that participating members show responsibility in using their own personal sick leave,
      - ii. To take the necessary precautions to preclude abuse by members,
      - iii. To make the final (and binding) decision in the awarding of days from the sick leave bank,
      - iv. To consult and comply with procedures developed by the School Board regarding identifying and recording of contributions by members,
      - v. To provide to appropriate School Board personnel completed applications of bargaining unit members requesting entry into the sick leave bank.
  9. Rules for using days from the Sick Leave Bank
    - a. Sick leave drawn from the bank by participating members shall be for said member's prolonged illness, accident or injury. An illness is considered prolonged when there is no reasonable expectation the member will be able to return to employment within one (1) month of the date of application to draw days or where due to unexpected complications, the injury causes the member to be physically disabled for one (1) or more months.
    - b. No participant shall be eligible to use the sick leave bank until she/he has exhausted all personally accrued sick and annual leave.
    - c. Any member wishing to use the bank must have been a member of the bank for a minimum of thirty (30) days prior to the contraction of the illness unless waived by the committee.
    - d. No participant shall be eligible to use the sick leave bank until she/he has been absent for at least ten (10) consecutive days of which at least five (5) consecutive days have been without pay.
    - e. A member applying for days from the bank must file a letter of application with the committee. The letter of application must be accompanied by a physician's statement certifying the illness or

disability and the length of anticipated illness or disability. The member must certify in the letter of application the date leave began, the date sick leave will be exhausted, the date on which sick leave from the bank would commence (if granted) and the necessity for the extended leave. The committee reserves the right to request a second medical opinion at the expense of the applicant.

- f. Members shall be eligible to draw in ten (10) day increments from the bank for any one (1) illness, injury, accident or complication thereof. A maximum of sixty (60) sick leave days per school year can be utilized. Sick leave bank days may not be used for maternity leave except in the case of major complications.
- g. All cases will be reviewed by the Sick Leave Bank Committee when the twentieth (20) continuous day of benefits has been reached. At this time, the Committee may require additional medical certification.

#### 10. Penalty for Abuse or Misuse of the Sick Leave Bank by a Member

- a. If a member is found to have abused the sick leave bank, he/she shall repay the days drawn from the bank and be subject to such other disciplinary action as determined to be appropriate by the School Board.

#### 11. Indemnification

- a. The Wakulla Classroom Teachers Association and member of the bargaining unit shall indemnify and save the Wakulla County School Board harmless against and from any and all claims, demands, suits or other forms of liability that may rise out of or by reason of action taken, or not taken, by the School Board for the purpose of granting this procedure for teachers to use the sick leave bank.

### **Article #12: Salary & Benefits**

The base salary of instructional personnel covered by this Agreement shall be set forth in Appendices A, B and B1 for SY 2017-18 and SY 18-19. Instructional personnel hired on or after July 1, 2017 will be compensated based on the 2017-18 New Hire Initial Placement Schedule in Appendix A. The Instructional Salary Schedule shall be in compliance with applicable Florida Law. Notwithstanding any further changes to the agreed upon formula, the SY 2017-18 salary adjustment will be as reflected in Appendix B and SY 2018-19 salary adjustment will be reflected in Appendix B1.

- A. Salaries for teachers shall be paid in twelve (12) equal payments according to the payroll schedule under the following conditions:
  - 1. There will be no deductions in the August check or the last check issued in June.
  - 2. Effective July 1, 2008, all teachers shall be required to be paid through direct deposit at the financial institution of their choice.
  - 3. Summer school checks will be paid on the last working day of June and on the last working day of summer school.
- B. Deductions for teachers during the regular school term for absences not covered by provision of this agreement shall be made at the rate of 1/1470 of the annual contractual salary per hour.

C. The salary of teachers employed in summer school as extended year teachers, after school remediation or to teach a seventh period core class, as designated by Appendix S of the Course Code Directory, shall be paid at their regular hourly rate. Teachers employed to teach a seventh period will be paid for a minimum of one hour and will not be required to stay beyond the end of the regular school day.

D. Supplements for Advanced Degrees:

1. Advanced Degree Supplement for Instructional Personnel hired before July 1, 2011 and other salary pay class changes require a WMIS PR 298-Credit for Advanced Degree Recommendation Form to be completed by the principal or Program Coordinator then forwarded to the Director of Human Resources (HR). The HR Director alerts the Payroll Department of the Pay Class change. If all paper work is in order at the time the contract of a new hire is completed, then the certified contract will indicate the advanced degree status. If paperwork is not in order, the certified contract will reflect the basic Bachelor's degree status. An employee has 90 calendar days to apply for advanced degree pay from the receipt date of degree confirmation. Retroactive pay will be from the date of confirmation or the beginning of the fiscal year, whichever is less. Failure to apply within the first 90 calendar days after receipt of degree confirmation will result in pay being retroactive to the date of application.
2. Advanced Degree Supplement for Instructional Personnel hired on or after July 1, 2011: Pursuant to F.S. 1012.22, credit for an advanced degree supplement will be given to all teachers with a degree in an education related field and that same field is included on their active FL DOE educator's certificate as a coverage area.
3. Advanced Degree Supplements:
  1. Master's Degree –Add 2,200 to computed Bachelor Degree.
  2. Specialist Degree –Add 2,700 to computed Bachelor Degree.
  3. Doctorate Degree – Add 3,200 to computed Bachelor Degree

F. Any teacher who must use his/her personal automobile in duties routine to the job as requested and approved by the administrator and not in a supplemented position, will be reimbursed at the rate set by the School Board. Such mileage reimbursement shall not include routine travel to and from the teacher's home and the school to which he/she is assigned, but will include mileage where a teacher's assignment necessitates travel between schools.

G. The Board agrees to continue to make available for teacher purchase, comprehensive health and life insurance coverage, providing participation meets minimums as required by the insurance carrier. Purchase of such coverage shall be through payroll deduction after proper authorization has been received by the Board from the teacher. The Board contribution to employee insurance will be \$5,230.70 for the single plan and \$9,419.63 for the family plan for the current school year. The Board agrees to purchase at no cost to the employee a \$50,000 term life insurance policy.

H. The Board will continue to make insurance contributions for employees on approved Family Medical Leave even if it is unpaid sick leave, provided that the employee remits their share of premium to the Board.

I. Each new teacher may receive credit on the initial placement salary schedule in Appendix A for previous teaching experience in the State of Florida or other teaching experience in a Pre-K – 12 school accredited by a recognized accrediting agency in an amount up to twenty-five (25) years, as determined by the Chief Human Capital Officer or Director of Human Resources, on the recommendation of the Superintendent.

J. The school calendar for the current school year is as set forth in Appendix F. The Teacher work year is 196 days, excluding 12-month contract personnel. All instructional personnel shall have six (6) paid holidays.

K. The Board agrees to provide each participant in the Comprehensive Health and Life insurance plan a policy describing coverage and conditions of insurance within sixty calendar (60) days after enrollment in the plan.

L. The Supplemental Pay Schedule will be as set forth in Appendix C.

M. A teacher shall be entitled to terminal pay for unused accumulated sick leave at the time of retirement, or to his/her beneficiary if service is terminated by death.

- a. Terminal pay shall be computed at the daily rate of pay for the teacher at the time of retirement or death. Teachers who terminate employment due to death, disability retirement, early retirement and during the first year of eligibility for normal retirement, shall be compensated for their unused sick leave as determined by the percentage of compensation listed in Column ‘A’ in the benefit schedule shown below.
- b. Teachers who terminate employment due to normal retirement after their first year of eligibility shall be compensated for their unused sick leave as determined by the percentage of compensation listed in Column ‘B’ in the benefits schedule shown below. “Normal Retirement”, for those employees in the Florida Retirement System defined benefit program, is defined as having completed 30 years of creditable service, regardless of age, having completed 6 years of creditable service and reached age 62, or entering the Deferred Retirement Option Plan in the first year of eligibility, “Normal Retirement”, for those employees in the Florida Retirement System Public Employee Optional Retirement Program, is defined as having completed 30 years of creditable service, regardless of age or having completed 1 year of creditable service and reached age 62.

**Benefit Schedule**

	<b>A</b>	(Percentage of Compensation)	<b>B</b>
Year of Service in Wakulla School System	First year of eligible for Normal Retirement, Death of employee, Early Retirement, Disability Retirement		After first year eligible for Normal Retirement
1-3	35%		17.5%

4-6	40%	20.0%
7-9	45%	22.5%
10-15	50%	25.0%
16 & above	94%	50.0%

1. Any person entitled to terminal pay benefits shall have been under contract, or elected to render services for the period immediately preceding retirement or death and shall not be under suspension from duty or have any charges pending which could result in dismissal from employment.
2. Effective July 1, 2004 employees who retire during the year they initially become eligible for normal retirement or before June 30, shall receive an additional one (1%) percent per year of employment with the Wakulla County School Board to a maximum of thirty (30%) percent of their annual salary if such retirement is to be effective no later than June 30 of that school year and if written notice is received by March 1 of that school year. Employees who are granted a disability retirement shall receive terminal pay totaling one (1%) per year of employment with the Wakulla County School Board to a maximum of thirty (30%) percent. Employees who begin service with the Wakulla County School Board on or after July 1, 2004 shall not be eligible for this benefit.
3. Employees will be notified by the Wakulla County Payroll Department during their last year before reaching normal retirement of the terminal benefit provisions of this contract and their eligibility to retire or retire and enter the DROP Program.
4. Employees will be notified by the Wakulla County Payroll Department during the last year before the completion of the DROP Program of their options upon completion of the DROP Program.

N. The annual salary of employees on 12 month contracts shall be 120% of their base annual salary.

O. Any full-time teacher employed part-time in the Adult and Community Education program as a part-time instructor activity leader will be paid at an hourly rate equal to the hourly rate of a beginning teacher on the placement schedule in Appendix A.

P. In-service workshops, curriculum development workshops and instructional IEP's which require the teacher to work beyond the regular work hours will be paid \$20.00 per hour.

Q. All full-time teachers will be eligible to participate in the district monetary attendance award program. Monetary attendance awards will be made in accordance with the following criteria:

1. One (1) hour or less sick leave taken during year \$100.
2. Over one (1) hour to one (1) working day (7.5 hrs.) \$75.  
Use of any amount of personal leave would make a teacher ineligible for consideration for this award.

R. The cost of applying for additional fingerprinting beyond initial employment, recertification, and certification additions will be paid for by the school district.

S. Critical Shortage Areas

A two thousand dollar (\$2000.00) supplement shall be paid to each teacher working in a critical shortage area as designated by the Wakulla County School Board upon recommendation of the Superintendent. Critical shortage areas are defined as two consecutive job postings not resulting in a return of highly qualified candidates as defined by Florida DOE and/or as defined by the State Course Code Directory, Appendix S.

T. Any teacher assigned to a Title I eligible school will be given a salary supplement equal to fifty dollars (\$50) per year.

U. Any teacher assigned to an “F” or “D” rated school will be given a salary supplement equal to five hundred dollars (\$500) per year.

### **Article #13: Miscellaneous**

- A. 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 provision shall be automatically modified by mutual agreement of the parties to the extent it violates that law but the remaining provisions shall remain in effect for the duration of this Agreement, if not affected by the deleted provision.
- B. The provisions of this Agreement shall be incorporated into and be considered part of the establishment policies of the Board as it relates to the Bargaining Unit only.
- C. 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 this Agreement, the “Agreement” language shall override the individual contract.
- D. This Agreement titled “Agreement between the Wakulla Classroom Teacher’s Association and the School Board of Wakulla County” shall be posted on the District website by the Board within ten (10) working days after the Agreement is ratified. The Board shall notify all teachers currently employed or upon employment where on the District website the contract is posted.
- E. Parties agree that the salary and differentiated pay schedule will be effective upon ratification of this Agreement by the Bargaining Unit and School Board. All other articles will become effective on the date of ratification.
- F. Both parties agree to acknowledge and implement the 2017 Best & Brightest legislative funding as allocated by the Department of Education: \$1,200 for those teachers earning Highly Effective on their 16-17 SY evaluation and up to \$800 for those teachers receiving Effective on their 16-17 SY evaluation. All funds and procedures will be directed and disbursed by the Department of Education, in accordance with F.S. 1012.731(3).

### **Article #14: Terms of Agreement**

The effective date and duration of this Agreement between the Wakulla Classroom Teacher’s Association and The Wakulla County School Board are as shown below:

- A. The New Hire Initial Placement Schedule (Appendix A), the Supplemental Pay Schedule (Appendix C), and the formula for salary adjustments (Appendices B and B1) and all other benefits provided by the School Board to the bargaining unit as shown in Article 12 (Salary and Benefits) shall be effective upon ratification by both the Bargaining Unit and the School Board and shall expire June 30, 2019.
- B. All other articles of this agreement shall be effective on the date of ratification by the bargaining unit and the School Board and shall expire June 30, 2019.
- C. This Agreement shall not be extended orally and it is expressly understood that it shall expire as shown above.
- D. Parties agree that on or before June 1 of each contract year, negotiations will be reopened on:
  - 1. Article 12 (Salary and Benefits) to include the Initial Placement Schedule for New Hires, the Annual Adjustment Salary Formula and the Differentiated/Supplemental Pay Schedules Adjustment Formula; Appendices A, B, B1 and C respectively.
  - 2. Each party may re-open a total of two (2) existing items involving no more than two (2) articles, and
  - 3. New or amended Florida Statutes which mandates change in the provisions specified in this Collective Bargaining Agreement.

For the WCTA

For the District School Board of  
Wakulla County

\_\_\_\_\_  
Chief Negotiator, Michael Monroe

\_\_\_\_\_  
Chief Negotiator, Angie Walker

\_\_\_\_\_  
President, Missy Rudd

\_\_\_\_\_  
Chief Negotiator, Randy Beach, CFO

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Superintendent, Robert Pearce

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Chairman of the Board, Becky Cook

\_\_\_\_\_  
Date

**APPENDICES**

**Appendix A****2017-2018 Instructional Placement Schedule**

<b>Completed Year of Service</b>	<b>BACHELOR DEGREE</b>	<b>MASTER DEGREE</b>
0-5	\$36,720	\$38,920
6	\$37,150	\$39,350
7	\$37,400	\$39,600
8	\$37,650	\$39,850
9	\$37,900	\$40,100
10	\$38,150	\$40,350
11	\$38,400	\$40,600
12	\$38,640	\$40,840
13	\$38,900	\$41,100
14	\$39,350	\$41,550
15	\$39,600	\$41,800
16	\$39,850	\$42,050
17	\$40,100	\$42,300
18	\$40,350	\$42,550
19	\$40,850	\$43,050
20	\$41,350	\$43,550
21	\$41,850	\$44,050
22	\$42,350	\$44,550
23	\$43,350	\$45,550
24	\$44,350	\$46,550
25	\$45,350	\$47,550

**ADVANCED DEGREE**

Masters Degree - Add 2,200 to computed Bachelor Degree

Specialist Degree - Add 2,700 to computed Bachelor Degree

Doctorate Degree- Add 3,200 to computed Bachelor Degree

**Appendix B**

**2017-18 Salary Adjustment Formula**

**WAKULLA COUNTY SCHOOL DISTRICT  
PERFORMANCE SALARY SCHEDULE FOR  
INSTRUCTIONAL PERSONNEL 2017-2018**

Highly Effective Factor:

2.00

Enter ration between Effective and Highly Effective  
Note: Must be between 1 and 1.5

1.50

Enter a COLA \$ amount compared to Effective  
Note: Must be 50% or less of the Effective raise  
maximum amount is \$0:

-

Based on the above factors and funds available for Teacher Salary Increase:

**Highly Effective Teachers will receive a \$1,201 raise and a COLA of \$0 for a total increase of \$1, 201**

**Effective Teachers will receive a \$901 raise and a COLA of \$0 for a total raise of \$901**

**All others will receive a \$0 raise and a COLA of \$0 for a total increase of \$**

**\* - Highly Effective Teachers who retain PSC/CC will receive \$1 less than above amount for Highly Effective Teachers.**

**Appendix B1**

**2018-2019 Salary Adjustment Formula**

**WAKULLA COUNTY SCHOOL DISTRICT  
PERFORMANCE SALARY SCHEDULE FOR  
INSTRUCTIONAL PERSONNEL 2018-2019**

Highly Effective Factor:  $y$

Enter ration between Effective and Highly Effective  
Note: Must be between 1 and 1.5  $(.50--.75)y$

Enter a COLA \$ amount compared to Effective  
Note: Must be 50% or less of the Effective raise  
maximum amount is \$0: -

Based on the above factors and funds available for Teacher Salary Increase:

**Highly Effective Teachers will receive a  $x$  raise and a COLA of  $z$  for a total raise of  $x + z$**

**Effective Teachers will receive a  $x$  raise and a COLA of  $z$  for a total raise of  $x + z$**

**All others will receive a \$0 raise and a COLA of \$0 for a total increase of \$**

\*-Highly Effective Teachers who retain PSC/CC will receive a \$1 less than above amount for Highly Effective Teachers.

**Appendix C****2017-2018 Supplemental Pay Schedule**Base Salary: **\$ 36,720****ELEMENTARY/PRE-K\***  
**SCHOOL LEVEL**

<b>SUPPLEMENT NUMBER</b>	<b>ELEMENTARY SCHOOL LEVEL</b>	<b>VALUE</b>	<b>BASE SALARY \$36,720</b>
	School Improvement Chairperson*, Technology Support Specialist, Peer		
1	Educator/Mentor*	\$ 1,468.80	4.00%
2	Textbook Manager	\$ 1,101.60	3.00%
3	Wellness Coach*	\$ 918.00	2.50%
4	Kagan School Coordinator*	\$ 826.20	2.25%
	Volunteer Coordinator*,		
5	Odyssey of the Mind Sponsor Teacher Leader (7 per school), Project Learning Tree Coordinator,	\$ 734.40	2.00%
6	Yearbook Sponsor	\$ 642.60	1.75%
7	Student Council Sponsor	\$ 275.40	0.75%

**MIDDLE SCHOOL LEVEL**

<b>SUPPLEMENT NUMBER</b>	<b>MIDDLE SCHOOL LEVEL</b>	<b>VALUE</b>	<b>BASE SALARY \$36,720</b>
1	Head Football Coach	\$ 2,203.20	6.00%
2	Athletic Director Head Basketball, Head Soccer, Head Volleyball, Head Wrestling, Head Baseball, Head Softball, Assistant Football, Head Track Coach, Head Cross Country Coach, Cheerleading Sponsor, School Improvement Team Chairperson, Technology Support Specialist, Peer	\$ 1,836.00	5.00%
3	Educator/Mentor	\$ 1,468.80	4.00%
<u>3</u>	<u>Band Director</u>	<u>\$ 1,468.80</u>	<u>4.00%</u>
4	Yearbook, Student Council, Sponsor, Choral Director, Textbook Manager, Exploratory Coach	\$ 1,285.20	3.50%
5	NJHS, Newspaper, Drama Sponsors, Activities Coordinator, Wellness Coach, Brain Bowl Coordinator	\$ 1,101.60	3.00%
6	AVID Coordinator, Kagan School Coordinator	\$ 918.00	2.50%
7	Volunteer Coordinator, Assistant Coaches-Other Sports, Odyssey of the Mind Sponsor	\$ 826.20	2.25%
8	Teacher Leader (7 per school)	\$ 734.40	2.00%
9	Science Fair Coordinator	\$ 642.60	1.75%
10	Assistant Sponsor for Yearbook, Activity Sponsors: NJHS, Newspaper, Student Council & Drama, History Fair Coordinator	\$ 550.80	1.50%
11		\$ 275.40	0.75%

**HIGH SCHOOL LEVEL**

<b>SUPPLEMENT NUMBER</b>	<b>HIGH SCHOOL LEVEL</b>	<b>VALUE</b>	<b>BASE SALARY \$36,720</b>
1	Head Football Coach, Athletic Director	\$ 5,508.00	15.00%
2	Band Director, Assistant Athletic Director	\$ 4,773.60	13.00%
3	Head Coach: Other Major Sports**: Basketball, Volleyball, Wrestling, Girls/Boys Soccer, Baseball, Softball, Track Field	\$ 3,672.00	10.00%
4	Assistant Varsity Football Coach, Head J.V. Football Coach, Assistant Band Director	\$ 2,937.60	8.00%
5	First Robotics Sponsor	\$ 2,570.40	7.00%
6	Head Coach Minor*** Varsity Sports, Drama Sponsor, Varsity Cheerleader Sponsor	\$ 2,203.20	6.00%
7	Head J.V. Coach Other Sports, Assistant J.V. Football Coach, Assistant Varsity Coach of all Other Major Sports, Senior Class Sponsors (3), Junior Class Sponsor (1)	\$ 2,019.60	5.50%
8	Assistant Coach-Other Sports, Public Relations Coordinator, Junior Varsity Cheerleading Sponsor	\$ 1,652.40	4.50%
9	School Improvement Team Chairperson, Technology Support Specialist, Peer Educator/Mentor	\$ 1,468.80	4.00%
10	Yearbook Sponsor, Student Council Sponsor, Choral Director, Textbook Manager, Culinary Arts Catering Sponsor, Glee Club Sponsor	\$ 1,101.60	3.00%
11	Honor Society, Brain Bowl, Flag Corps, Percussion Line, FBLA Sponsor, Black History Studies Coordinator, Majorettes, Board approved Civic Clubs, Interact Club, Wellness Coach, Activities	\$ 918.00	2.50%

Coordinator

	Science Department Head/Materials Coordinator, AVID Coordinator, Kagan School Coordinator	\$	826.20	2.25%
12	Volunteer, Foreign Exchange Coordinator, WKLA Sponsor, Future Educators of America Sponsor, SADD Sponsor,			
13	Odyssey of the Mind Sponsor	\$	734.40	2.00%
14	Teacher Leader (10)	\$	642.60	1.75%
15	Spanish Club, French Club	\$	367.20	1.00%

**DISTRICT-WIDE LEVEL**

<b>SUPPLEMENT NUMBER</b>	<b>DISTRICT-WIDE LEVEL</b>	<b>VALUE</b>	<b>BASE SALARY</b>
			<b>\$36,720</b>
1	Wellness Coach	\$ 918.00	2.50%
2	Special Olympics Coordinator, Art Coordinator	\$ 734.40	2.00%
3	Assistant Special Olympics Coordinator	\$ 367.20	1.00%

The maximum number of paid Varsity Assistant Coaches is as follows:

Football – Six (6)                      Baseball – One (1)                      Basketball – One (1)

The maximum number of paid J.V./Middle School Coaches is as follows:

Football – Total of Four including Head Coach (4)

Baseball – Two (2)

Basketball – Two (2)

\*\*Other Major Varsity Sports - Volleyball, Soccer, Softball, Baseball, Wrestling and Track. In order to qualify for a full supplement in #4 above, a Varsity Head Coach must have a full scheduled season as defined by FHSAA, and begin practice (2 hr. Minimum) from the first allowed day.

\*\*\*Minor Sport Considered – Golf, Tennis, Weightlifting, Cross-Country, Girls Flag Football

**GIFTED INSTRUCTIONAL PROGRAM**

A one thousand five hundred dollar (\$1,500.00) supplement shall be paid to each assigned teacher of the gifted who has at least one gifted student enrolled in their class. The supplement will be prorated when there is no gifted student enrolled in that teacher's classroom. A prorated supplement shall be paid if a gifted student is enrolled one day during the pay roll period.

**ADDITIONAL WORK ASSIGNMENTS**

The salary of teachers employed in summer school as extended year teachers, after school remediation or to teach a seventh period core class as defined by Florida Course Code Directory, Appendix S, shall be paid at their regular hourly rate.

**Appendix D**

**2016-2019 Grievance Form**

SCHOOL BOARD OF WAKULLA COUNTY OFFICIAL GRIEVANCE FORM

Name of Grievant: \_\_\_\_\_ Date Filed \_\_\_\_\_

Assignment: \_\_\_\_\_ School: \_\_\_\_\_

Step 1: \_\_\_\_\_ Step II \_\_\_\_\_ Step III \_\_\_\_\_

Contract Citations and Date of Alleged Violation:

Statement of Grievance:

Relief Sought:

\_\_\_\_\_  
Signature of Grievant

Signature Acknowledging Receipt of Grievance Form

\_\_\_\_\_  
Grievant Number                      Date Received                      Signature of Receiving Official

\_\_\_\_\_  
Title

WAKULLA COUNTY SCHOOL DISTRICT

**Official Grievance Disposition Form**

For use by Principal, and /or Superintendent/Designee

TO: \_\_\_\_\_

Your grievance filed on \_\_\_\_\_ and assigned number \_\_\_\_\_

has been received at Step \_\_\_\_\_ and determination has been made as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Signature(s) Indicating Receipt by, and/or Delivery to, Grievant, and Date thereof:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grievant

\_\_\_\_\_  
Person making delivery to Grievant

\_\_\_\_\_  
Title

WAKULLA COUNTY SCHOOL DISTRICT

## Official Grievance Appeal Form

The undersigned Grievant(s) has/have the disposition of Grievance.

Number \_\_\_\_\_ at step \_\_\_\_\_ and appeal(s) the decision for the following reason(s):

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Date Field: \_\_\_\_\_

Signature(s) \_\_\_\_\_  
of  
Grievant(s) \_\_\_\_\_

Signature Acknowledging Receipt of Grievance Appeal Form

\_\_\_\_\_  
Grievant Number

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Signature of Receiving Official

\_\_\_\_\_

# Appendix E

## School Calendar 2017-18

WAKULLA COUNTY SCHOOL CALENDAR 2017-2018																																																																					
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**Appendix F**

**2017-2018**

**Sick Leave Bank Membership/Authorization Form**

**WAKULLA SICK LEAVE BANK**

<p><b><u>MEMBERSHIP/AUTHORIZATION</u></b> <b><u>SICK LEAVE BANK</u></b></p>
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**I WOULD LIKE TO PARTICIPATE IN THE WAKULLA COUNTY SCHOOL BOARD SICK LEAVE BANK. I AUTHORIZE THE SCHOOL BOARD TO TRANSFER ONE (1) DAY OF ACCUMULATED SICK LEAVE TO THE TEACHERS SICK LEAVE BANK.**

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

**EMPLOYEE IDENTIFICATION NUMBER:** \_\_\_\_\_

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

**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

- **A sick leave bank was established for voluntary participation by members of the instructional bargaining unit effective November 1, 1993 and amended October, 2002. (Article 11 (E), WCTA Master Contract).**