COLLECTIVE BARGAINING AGREEMENT

Florida State University

Florida State University Schools, Inc.

United Faculty of Florida

2026-2029

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PREAMBLE

This Collective Bargaining Agreement (“Agreement”), effective upon the date of ratification by the last party to this Agreement, by and between Florida State University and the Board of Directors of the Florida State University Schools, Inc., hereinafter called the "Joint Employer," and the United Faculty of Florida, an affiliate of the Florida Education Association, hereinafter called "UFF."

WITNESSETH:

WHEREAS, the Joint Employer and the UFF recognize and declare that providing a quality education for the students of Florida State University Schools (FSUS) is their mutual aim; and

WHEREAS, the parties have adopted a collaborative way of work and believe that teachers and administrators can work together with mutual respect and trust to make decisions and resolve problems; and

WHEREAS, the quality of education depends upon a number of factors, one of which includes the quality and morale of the teaching service; and

WHEREAS, the Joint Employer and UFF aim to promote the quality and effectiveness of education to maintain high standards of academic excellence at FSUS in all phases of instruction, research and service; and

WHEREAS, the members of the teaching profession are qualified to assist and advise in formulating policies and programs designed to improve educational standards; and

WHEREAS, the Joint Employer and the UFF (as the exclusive representative of the employees) have negotiated an Agreement in good faith with respect to salaries, hours, and terms and conditions of employment and now desire to execute this Agreement covering such; and

WHEREAS, the parties, following extended and deliberate negotiation, have reached certain understanding that they desire to affirm in this Agreement and, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION AND DEFINITIONS

1.01. The Board, as defined herein, recognizes the United Faculty of Florida as the exclusive bargaining representative of the bargaining unit comprised of part-time and full-time employees in job classifications certified by the Florida Public Employee Relations Commission and agreed to by the parties. A listing of these bargaining unit classifications as of the date of ratification of this Agreement is contained in Appendix A.

1.02. Definitions

A. "Board" means the Board of Directors of Florida State University Schools, Inc. and the Board of Trustees of Florida State University or its lawful designee in accordance with the Joint Employer certification by the Public Employees Relations Commission (PERC). Should the PERC certification change to a sole public employer at some time in the future as described in Article 23, the Agreement would continue in effect for the life of the Agreement with the sole public employer defined by PERC.

B. "Days" means days in an employee's work year as defined in Article 19, unless specifically amended in context.

C. "Director" means the Director of Florida State University School, Inc. or his/her designee.

D. "Employee" or "bargaining unit member" means an individual employed in a classification included in the bargaining unit represented by the United Faculty of Florida (UFF) and covered by this Agreement (see Appendix A).

E. “Excluded Employee” means an individual employed in a job classification not included in the bargaining unit represented by UFF (see Appendix A).

F. "Florida State University Schools (FSUS)" means the Developmental Research School authorized by Florida Statute, which is a development research school of Florida State University of which bargaining unit members are employed and which has been established as a charter school pursuant to an agreement signed by Florida State University and Florida State University Schools, Inc.

G. "FSU" means Florida State University.

H. "FSUS" means the Florida State University Schools, Inc.

I. "Joint Employer" means, for the purposes of this Agreement, the employer of the bargaining unit members, which is FSU and FSUS jointly.

J. "Semester" means the period of approximately 18 weeks of which there are two, that, when combined together constitute the academic year and period of employment during a calendar year.

K. "Student Time" means time spent providing classroom instruction, planning, or conferring with students, parents or administrators.

L. "UFF" means the authorized representative(s) of the United Faculty of Florida.

M. “Work Day" means the time in which bargaining unit members are to be on campus at Florida State University Schools (FSUS), which shall commence at 7:30 a.m., and end at 3:30 p.m.

ARTICLE 2

NEGOTIATIONS

2.01. The parties may agree by mutual written consent to discuss matters not specifically covered by this Agreement, but of concern to the parties. The parties agree to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering an attempt to resolve any such matters.

2.02. Consultations. Representatives of the parties will meet upon the written request of either party during the term of the Agreement at a time convenient to all parties for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise. These meetings are not intended to bypass the negotiations or grievance procedures.

2.03. In any negotiations described in this Agreement, neither party shall have any control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the employees in the bargaining unit voting on the Agreement.

2.04. The Board and UFF agree to maintain a philosophy of "collaborative" contract negotiations. These negotiations shall include the following:

A. The formation of a Joint Negotiations Team comprised of the appointed representatives of the Board and UFF, respectively.

B. The Joint Negotiations Team negotiation sessions shall include Board and UFF representatives who serve as Chief Negotiators.

C. Negotiation sessions shall be open discussions of all issues brought forth by either party as subjects of negotiation as agreed in the ground rules provided and agreed to in the parties' initial meeting for consideration by the entire Joint Negotiations Team.

D. Tentative agreement language to be presented for ratification will be the final work product of the Joint Negotiations Team. The Board and UFF will each retain an original copy of the signed tentative agreement language.

2.05. All proposals and counterproposals, introduced by either party with the intent to amend the Agreement, shall be reduced to writing.

2.06. Any cost incurred during negotiations will be shared equally by the Board and UFF. Copies of this Agreement between the Joint Employer and UFF shall be posted on the FSUS website within sixty (60) days after ratification. The Joint Employer shall be responsible for the distribution of electronic copies of this Agreement to employees and, in addition, shall furnish an electronic copy to the UFF for its use.

ARTICLE 3

MANAGEMENT RIGHTS

3.01. FSUS and FSU retain and reserve all rights, powers, and authority vested in them, including the right to plan, manage, and control Florida State University Schools (FSUS). FSUS retains and reserves in all respects the right to plan, manage and control the day-to-day operations of Florida State University Schools (FSUS), and all related ordinary and customary functions of management in carrying out said day to day operations.

3.02. All such rights, powers and authorities are retained by FSU and FSUS, subject to the limitations imposed by this Agreement. Only violations of such limitations shall be subject to the Grievance Procedure set forth in this Agreement.

3.03. UFF and the Joint Employer recognize that Florida State University Schools (FSUS) is a developmental research school authorized pursuant to Section 1002.32, Florida Statutes, and a charter school as authorized by Section 1002.33, Florida Statutes, with FSU serving as Florida State University Schools (FSUS)'s sponsor pursuant to Section 1002.33(5)(a)2. As such, Florida State University Schools (FSUS) has unique responsibilities, characteristics and mission objectives as set forth by the Legislature and Charter Agreement.

ARTICLE 4

NO-STRIKE CLAUSE

4.01. UFF agrees and affirms that it will not participate in or encourage members of the bargaining unit to strike against the Joint Employers for the duration of this Agreement.

ARTICLE 5

GRIEVANCE PROCEDURE

5.01. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. The procedures set forth herein shall be the sole and exclusive method for resolving the grievances of employees.

5.02. Informal Resolution. The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance but within the time limits for filing grievances stated elsewhere in this Article. The parties encourage open between administrators and employees so that use of the grievance procedure will not normally be necessary. The parties further encourage the informal resolution of grievances whenever possible. At each step of the grievance process, the participants are encouraged to pursue appropriate methods of dispute resolution.

5.03. Definitions.

A. "Grievance" shall mean a dispute filed on a form attached hereto as Appendix B) involving the interpretation or application of a provision(s) of this Agreement or involving whether an action to discipline an employee or dismiss an employee who is a member of the bargaining unit was taken for just cause. All grievances are to be filed on a form as provided in this Agreement and attached hereto as Appendix B.

B. "Grievant" shall mean any employee, or group of employees, who have filed a grievance or UFF to the extent that the action for which a grievance is filed relates to a provision of the Agreement which specifically confers independent rights to UFF.

C. "Day" shall mean consecutive days, including weekends and holidays. If the last day for an action to occur falls on a weekend or state-recognized holiday, the action shall be due on the following work day.

D. “Grievance Forms”. Each grievance, request for review, and notice of arbitration must be submitted in writing on the appropriate form and signed by the grievant(s). All grievance forms shall be dated and date stamped when received. The grievance forms may be filed in person, certified U.S. mail, return receipt requested, or other recognized means of delivery.

5.04. Resort to Other Procedures.

A. It is the intent of the parties to first provide a reasonable opportunity for resolution of a matter that constitutes a grievance through the grievance procedure. If prior to seeking resolution of a dispute by filing a grievance hereunder, or while a grievance is being processed, an employee formally initiates resolution of the matter in any other forum, whether administrative or judicial, the Joint Employer shall have no obligation to proceed further with the matter pursuant to this grievance procedure.

B. As an exception to the provisions of paragraph 5.03(A) above, a grievant may file an Equal Employment Opportunity Commission (EEOC) charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C., s.2000e et seq. Furthermore, an employee may seek resolution of a dispute through informal resolution prior to filing a grievance and may request an extension of the time limits for initial filing of the grievance for this purpose. The grant of any such extension of time must be in writing.

5.05. Representation and Appearances.

A. An employee shall choose at Step 1 and Step 2 to represent him/herself or to be represented by a UFF Representative. UFF shall not be required to process grievances for employees who are not its members. An employee may also choose to be represented by an attorney who is licensed to practice law in Florida by The Florida Bar.

1. UFF shall not be bound by a grievance decision in a grievance in which the grievant chooses not to be represented by UFF.

2. The resolution of any grievance as defined herein shall not be inconsistent with the provisions of this Agreement. At any meeting at which the grievant's attendance is sought or necessary, UFF shall have the right to be present at any such meeting.

B. When a grievant participates during working hours in a grievance meeting between the grievant and the Principal or Director, or in an arbitration proceeding, the grievant shall be provided out of class duty for such meeting/proceeding after providing the Principal or Director with a written request for out of class duty at least two (2) business days prior to such meeting or proceeding. The request shall be approved unless the grievant's absence on the requested date would impede the operations of the grievant's work unit, in which case an extension shall be granted, if necessary, to accommodate the grievance timelines.

C. When a grievant is represented by UFF, the UFF grievance representative shall be provided out of class duty to represent the grievant at any grievance meeting held during regular work hours, including the right to speak and present evidence and arguments on behalf of the grievant. The UFF grievance representative shall provide the Principal or Director with a written request for out of class duty at least two (2) business days prior to such meeting. The request shall be approved unless the representative's absence on the requested date would impede the operations of the UFF representative's work unit, in which case an extension shall be granted, if necessary, to accommodate the grievance timelines. UFF shall be limited to one representative to assist the employee.

D. Time spent by grievant and UFF representatives investigating and processing grievances shall not be counted as time worked.

5.06. Burden of Proof. In all grievances, except disciplinary grievances, the burden of proof shall be on the employee. In disciplinary proceedings, the burden of proof shall be on the Joint

Employer. The standard of proof in all matters shall be established by a preponderance of the evidence.

5.07. Formal Grievance Procedure.

A. If the parties are unable or unwilling to resolve a grievable concern or problem through the informal process described in Section 5.01 above, a formal grievance may be filed under this Section.

B. Time Limits.

1. The time limits provided in this Article shall be observed but may be extended by written agreement of the parties. Whenever illness or other incapacity of a party necessary to hear the grievance prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the party can be present. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Principal or Director shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

2. Upon failure of management to provide a decision within the time limits provided in this Article, the grievant where appropriate, or UFF where appropriate, may proceed to the next step. Upon failure of the grievant, where appropriate, to file at the next step within the time limits provided, the grievance shall be deemed to have been resolved by the decision at the prior step.

3. Upon written agreement of the parties, any step in this procedure may be waived.

4. A grievant may withdraw his/her grievance at any step but that same grievance may not be filed a second time unless the grievance is of a continuous nature and is otherwise timely and appropriately filed.

C. STEP 1. Submission of Grievance to Principal. A grievance shall be filed with the employee's principal on the Step I grievance form (see Appendix B) within thirty (30) days following the occurrence of the alleged violation of the Agreement, or the date on which the employee knew or reasonably should have known of the occurrence if that date is later. The grievance shall state the facts giving rise to the alleged violation, the specific section of the Agreement alleged to have been violated, the employee's contention with respect to these provisions, the specific relief sought, and shall be signed by the grievant. Within fifteen (15) days after receiving the grievance, the principal shall schedule a time to meet with the grievant and his/her representative. Within fifteen (15) days after this meeting, the principal shall communicate his/her decision in writing to the grievant and the grievant's representative.

D. STEP 2. Submission of Grievance to Director. If the grievant is not satisfied with the decision at Step 1, he/she may, within fifteen (15) days following receipt of the Step 1 decision or following the date on which the Step 1 decision was due if no decision is

provided, file a written request for review of the Step 1 decision with the Director or his/her designee on the appropriate form (see Appendix B). The Director or his/her designee may meet with the grievant and/or representative and may conduct whatever investigation is necessary to make a decision. Within fifteen (15) days of the receipt of the grievance at Step 2, the Director or his/her designee shall communicate his/her Step 2 written decision to the grievant and/or representative or otherwise resolve the grievance.

E. STEP 3. Arbitration. In accordance with Section 1001.741, Florida Statutes, personnel actions or decisions regarding faculty, including in the areas of evaluations, promotions, tenure, discipline, or termination, may not be appealed beyond the level of the Dean of the FSU Anne Spencer Daves College of Education, Health and Human Sciences. Where arbitration of a personnel decision or action is statutorily prohibited, such actions or decision will have as their terminal step a written final agency disposition, which will provide a statement of the right to judicial review. If section 1001.741 limiting the use of arbitration is struck or enjoined by a court of competent jurisdiction or amended by the legislature to permit arbitration of these decisions, such decisions may proceed as outlined in Section E.1. through E.6., below.

1. Mediation. The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) prior to being submitted to arbitration. When the parties agree to mediate an issue, the time limits to file for arbitration shall automatically be extended for the period necessary to conclude the mediation process.

2. Filing.

a. If the grievance has not been satisfactorily resolved at Step 2, the UFF may, within fifteen (15) days following receipt of the Step 2 decision or following the date on which the Step 2 decision was due if no decision is provided, file an intent to submit the grievance to arbitration with the Director or his/her designee on the form provided in Appendix B.

b. A grievance filed at Step 3 on which no action has been taken by the UFF for fifteen (15) days shall be deemed withdrawn and resolved in accordance with the decision issued at the prior step.

3. Disclosure of Information. Neither the Principal or Director nor the UFF shall be permitted to assert in an arbitration proceeding any grounds or issues not previously disclosed in writing at least five (5) days prior to the commencement of the arbitration proceeding.

4. Selection of Arbitrator. The parties shall follow the American Arbitration Association procedure for selection of an arbitrator and shall conduct the arbitration under its rules and procedures except as modified by the provisions of this Agreement. The date for the arbitration hearing shall be scheduled within fifteen (15) days following selection of the arbitrator. The arbitration hearing shall be held within sixty (60) days after the selection of the arbitrator.

5. Authority of the Arbitrator.

a. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement or substitute his/her judgment for that of management. Arbitration shall be confined to the application and interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing statements of opinion or conclusions not essential to the determination of the issues submitted.

b. In rendering decisions, an arbitrator shall give due regard to the responsibilities of the Principal and/or the Director and their designees as provided in law and rule, and shall so construe such responsibilities, except as they may be specifically conditioned by this Agreement.

c. The arbitrator's decision shall be final and binding on the parties as provided in Section 447.401, Florida Statutes, provided that either party may ask an appropriate court to vacate such a decision on one or more of the grounds stated in Section 682.13, Florida Statutes.

d. An arbitrator's award may be retroactive as the equities of a case may demand, but an award shall not be retroactive to a date earlier than fifteen (15) days prior to the date the grievance was initially filed.

6. Fees and Expenses. The fees and expenses of the arbitrator shall be the responsibility of the party that does not prevail in the arbitration proceeding and the issue of who is the prevailing party shall be an issue submitted for arbitration. A party desiring a transcript of the arbitration proceedings shall provide written notice to the other party at least five (5) days prior to the date of the arbitration and shall be responsible for scheduling a stenotype reporter to record the proceedings. The parties shall share equally the appearance fee of the reporter and the cost of obtaining an original transcript. The requesting party shall, at its expense, provide a photocopy of the transcript to the other party within five (5) workdays after receiving a copy of the transcript from the reporter.

F. Processing. The Principal or Director will respond to all grievances filed. Grievances may be denied if not filed in accordance with this Article.

5.08. Precedent. No complaint informally resolved, or grievance resolved at either Steps 1 or 2, shall constitute a precedent for any purpose unless agreed to in writing by the Director and UFF.

5.09. Documents. The grievant or his/her representative shall be provided, upon written request, with a copy of any identifiable document relevant to the grievance and will be charged a reasonable cost for such materials. All written materials dealing with the processing of a grievance shall be filed separately from the grievant' s personnel file, except an arbitration decision or a settlement agreement that requires personnel action(s) that affect the grievant may be filed with the grievant' s personnel file.

5.10 Notwithstanding the expiration of this Agreement, any claim or grievance arising

while it was in effect may be processed through the grievance procedure until resolution, provided it is timely filed.

5.11 Reprisal. The Principal or Director shall not engage in reprisal, coercion, or discrimination against a grievant, witness, grievance representative, or any other participant in the complaint or grievance procedure by reason of such participation.

5.12 Grievance Against the Director. Any grievance filed against the Director shall follow the process set forth in this article, except that Step 1, submission of grievance to the principal, will not occur, and the grievance shall be submitted to the Dean of the FSU Anne Spencer Daves College of Education, Health and Human Sciences in accordance with time frames established in Step 1.

ARTICLE 6

PROFESSIONAL ASSIGNMENTS AND WORKING CONDITIONS

6.01. Employee Workday and Workweek.

A. Employee Workday.

1. Except as may be otherwise provided, the employee workday begins thirty (30) minutes prior to the start of school for students. The beginning and ending of school is the decision of FSUS and will be made to accommodate operating needs. The normal workday for employees shall be eight (8) consecutive hours.

2. The workday shall include:

a. Lunch Period. In the absence of an unforeseen emergency situation, employees shall have a duty-free lunch period equal to the student lunch period. For employees who volunteer or who are assigned to serve lunch duty, duty-free time equal to the duty-free lunch period shall be granted. Every effort shall be made to communicate the circumstance warranting the need for the lunch duty assignment and, if possible, provide the equal duty-free time immediately before or immediately after the lunch duties. On planning days, the lunch period shall be one (1) hour.

b. Planning/Preparation Period. middle and high school employees shall be provided with at least two (2) fifty (50) minute planning periods during each regular workday. Elementary school employees shall be provided with at least seven (7) hours of planning time during each workweek. The Director or Principal may set aside a portion of this time for team/department planning with prior notice. The Director or Principal may temporarily alter or adjust planning periods to address unforeseen emergency situations that may arise from time to time.

c. Faculty members are responsible for determining how to allocate time for planning/preparation according to professional duties, research agenda and school-related business.

B. Employee Workweek. The normal workweek shall not exceed five (5) consecutive working days, Monday through Friday, in a seven (7) day week or a total of forty (40) hours during that workweek, and those professional duties as prescribed in Section 6.02. This shall in no way prohibit assigning employees to nonconsecutive work hours if agreed to by the employee and the Principal or Director.

6.02. Employee Assignments.

A. General.

1. All professional duties shall be assigned to employees by the Principal

or Director in a fair and equitable manner.

2. The Principal or Director or his/her designee shall provide employees on a regular basis through daily announcements and monthly school calendars with information regarding scheduled school events or other events of professional interest. Such information shall not constitute assignment of the employee to perform additional duties. The Principal or Director is able to assign and schedule duties or activities as the need arises.

B. Assignments Within the Normal Workday.

1. Employee activity/duty assignments within the workday shall be determined by the Principal or Director.

2. Employees shall be given the opportunity to have input into developing their teaching schedules. The decision on the work schedule belongs, however, to the Principal or Director.

3. Every effort shall be made to give all employees notice of their assignments for the forthcoming semester as soon as possible. Reasonable efforts shall be made to provide assignments at the beginning of the school year in writing no later than the beginning of the preplanning period; such writing may be in the form of a duty roster or schedule. Reasonable efforts shall be made to make all other assignments in writing two weeks in advance of the scheduled duty. Assignments may be made later than these dates due to unforeseen circumstances.

4. Assignments may be revised as needed.

5. Employees are expected to participate in teaching, research, service and dissemination activities as part of their assignment.

C. Assignments Beyond the Normal Workday and Workweek.

1. No employee shall be required to stay beyond the normal workday or to participate in activities outside the normal workweek without being assigned a specific professional duty. Professional duties may include school level assignments such as job-related meetings, committees, conferences, Parent Teacher Student Association (PTSA) meetings, supervisory assignments, and other duties as determined by the Principal or Director.

2. These assignments shall not be used to assign employees to professional duties for which compensation is provided by supplement or extra pay for extra duty.

3. Extracurricular Activities. Employee participation in extracurricular activities after the workday for which compensation is not provided shall be strictly voluntary.

6.03. In-Service Activities.

A. In-service activities are designed to improve the professional growth of all employees. In- service attendance shall be voluntary unless it is:

1. Mandated by the State or Federal Government; or

2. Required by the Principal or Director to meet a need for professional growth as documented in the Individual Professional Development Plan, the School Improvement Plan, or in other appropriate documents.

6.04. Compensatory Time. Compensatory time shall be granted when the following provisions are met:

A. Earning of Compensatory Time.

1. Compensatory time shall be earned only for duties assigned specifically in advance by the Principal or Director beyond the contractual teaching day as required or essential to the stated objectives of a course or program. Compensatory time shall be earned on an hour-for-hour basis, in one-quarter hour increments.

2. Compensatory time shall not be accrued and available for use until the assignment for which the time is provided has been completed.

3. The nature of employee assignments beyond the normal workday, for which compensatory time will be granted, shall be determined by the Principal or Director. Assignments may be revised as needed.

4. Compensatory time shall not be earned for activities for which additional compensation is provided (e.g., supplements for coaching or cheerleading) or for those that are ordinarily encompassed within an employee's responsibilities as a salaried professional such as faculty meetings, parent-teacher organization meetings and activities, and school open houses.

B. Use of Compensatory Time.

1. Previously earned compensatory time may only be used with the prior written approval of the Principal or Director on planning days, including pre- and post-planning nonstudent days, and at the end of the regular school day after student hours or at such other times as would not require a substitute. The Principal or Director shall make a reasonable effort to allow employees to use compensatory time during the school year.

2. All unused compensatory time will be forfeited at the end of the annual employee contract year or upon the resignation of the employee.

3. No monetary reimbursement shall be awarded for compensatory time.

4. Compensatory time shall be recorded in the FSU Office of Human Resources time reporting system utilized by the Joint Employer, which system will allow employees to review their compensatory time balance, including dated records of time earned and time used.

6.05. Faculty Meetings. Faculty meetings are recognized as an essential component of collaborative governance. Such meetings shall serve as a structured forum for the exchange of information, professional dialogue and collective input related to instructional practices, research efforts, student achievement, school operations and other matters affecting faculty and the educational environment. Faculty meetings shall be conducted in a manner that respects professional time, promotes transparency and supports meaningful participation by faculty.

A. Faculty meetings may be called at the discretion of the Director or Principal and efforts shall be made to notify faculty at least seventy-two (72) hours in advance of a scheduled meeting.

B. Attendance at faculty meetings is required. Employees must obtain advance approval from the Principal for any absence. To minimize the need for additional faculty meetings, the Principal and Director shall make efficient use of electronic communication to timely disseminate information as well as items requiring faculty action.

6.06. Rules and Policies.

A. Except as may be otherwise provided, employees shall comply with rules and policies adopted by the Board of Florida State University Schools, Inc. and shall perform all duties assigned by their Principal or Director. If a rule or policy expressly and directly conflicts with an article of this Agreement, this Agreement shall control.

B. Rules or policies adopted, prescribed, or formulated by the Board of Florida State University Schools, Inc. shall be made available to employees through the school website.

6.07. Health and Safety.

A. Management shall provide, in all appropriate classrooms, safety equipment and materials required by state standards.

B. The Principal or Director shall make his/her buildings and grounds as safe as possible and shall be responsible for enforcing all state statutes, and rules adopted by the Board. Any employee whose physical safety is threatened, either orally or in writing, shall report the occurrence in writing to the Principal or Director within twenty-four (24) hours of such threat. The Principal or Director shall take appropriate action.

C. Employees shall promptly report potentially unsafe facility conditions in the classroom or other school facility to their Principal or Director. The Principal or Director will promptly investigate and attempt to have corrected conditions that

he/she determines to be hazardous or potentially dangerous.

D. Employees shall not be required to perform tasks that would endanger their health or safety. In an emergency, employees shall take necessary action to provide for the safety of themselves and their students and, as soon as possible, advise the Principal or Director of the situation.

E. Employees shall promptly report suspicious circumstances to the Principal or Director for prompt investigation and appropriate response.

6.08. Classroom Observations. Observations of an employee's class by persons other than school personnel shall be allowed, as the school is created by state statute as a developmental research school and a charter school. As such, the locations at which students receive instruction are not only classrooms, but laboratories that seek the advancement of learning. Observations may occur at any time. However, best efforts shall be used to notify the affected employees in advance of any observations. Observations of an employee's class by persons other than school personnel shall be allowed only after consent has been granted by the Principal or Director.

6.09. Employees will be expected to exercise reasonable control, under the direction of the Principal or Director, of textbooks, supplies, or equipment assigned to them.

6.10. Teachers shall have a minimum of three (3) working days at the end of each grading period to submit grades. The final grading period of the year shall be excluded from the above provision. Except as provided herein, grades will be due when announced by the Principal or Director.

6.11 A student's IEP/Accommodation Plan shall be taken into consideration in making decisions regarding placement of a student with a disability into a classroom. The Principal or Director shall make a reasonable effort, consistent with staffing and program needs, to accommodate any significant increase in an employee's workload occasioned by the preparation of IEPs or AIPs.

ARTICLE 7

CLASS SIZE - CLASS LOAD - TEACHING PERIODS

7.01. The Principal or Director, consistent with considerations of scheduling, curriculum, and student needs and preferences, shall work to balance the load between employees teaching identical courses. Class size shall not be used as a punitive measure against an employee.

7.02. Any employee whose assignment consists primarily of student instruction shall not be required to teach an instructional supervisory load that consists of more than five (5) fifty (50) minute periods of pupil-teacher contact time. An employee shall not have more than three (3) different course preparations unless mutually agreed upon in advance of each semester, in writing, by the employee and supervisor. Supervised study periods (study halls) or other supervisory assignments shall be considered a part of the instructional supervisory load except where such assignments constitute the majority of the employee's assigned duties.

7.03. Elementary art, music, foreign language and physical education employees shall not be required to teach more than six (6) instructional periods per day.

7.04. Elementary instructional employees shall have no more than twenty-eight (28) clock hours of pupil contact teaching assignments per week, not including individual student conferences that may be scheduled by the employee during noninstructional time.

7.05. When an employee has a concern regarding section 7.02, the employee shall communicate in writing the concern to the Principal. Upon request, the Principal and employee shall meet to discuss the concern and, if appropriate, explore alternative solutions. If the concerns of the employee are not addressed to his/her satisfaction, the employee may request in writing a meeting with the Director; the employee may also request that a UFF representative be present at the meeting. The meeting shall be scheduled within five (5) days of the written request. The Director will forward the decision to the employee within five (5) days of the meeting.

7.06. Notwithstanding any other provision of this Agreement, Employees may agree to be assigned to teach more than five (5) contact hours. However, the Joint Employer will not require an employee to teach more than five (5) contact hours. The pay for those teaching an extra class for the year shall be compensated as follows: the annual contracted salary plus any supplement paid due to higher degree divided by eight. (The supplement listed in Appendix E as “supplements for FSUS” will be excluded from this calculation.)

ARTICLE 8

CURRICULUM AND INSTRUCTION

8.01. The Board shall approve a budget which shall provide funding to provide teacher reference material. The determination of material to be purchased shall be made by the Principal or Director after consultation with the faculty.

8.02. Florida State University Schools (FSUS) agrees to make available in each school word processing and reproduction capabilities to aid employees in their preparation of instructional materials. Management may place limits on the use of photocopy facilities.

8.03. Employees will be provided with an appropriate budget to purchase supplies and teaching materials to teach the courses assigned. Employees shall not be required to purchase supplies, textbooks, materials, or equipment from their personal funds.

8.04. Audio-visual equipment shall be available in each school for classroom use.

ARTICLE 9

EMPLOYEE AUTHORITY AND PROTECTION

9.01. Employee Discipline.

A. No employee shall be disciplined without just cause. Disciplinary sanctions shall be limited to the following: oral reprimand, written reprimand, suspension without pay and termination.

B. If disciplinary action in the form of a termination or suspension without pay is to be taken against an employee, the Principal or Director shall give the employee a reasonable opportunity to meet to review the information on which the discipline is to be based and allow the employee an opportunity to provide written or oral information addressing the proposed action.

C. Discipline administered by a Principal or Director as set forth in Paragraph A above shall be subject to the grievance process as set forth in Article 5. If a grievance decision is rendered against the employee, the employee shall have an opportunity to respond in writing to any record that appears in the personnel file.

D. An employee has a right to request that a UFF representative be present during questioning that may reasonably be expected to result in disciplinary action.. Upon such a request being made, such meeting shall be delayed a reasonable amount of time to allow the employee to attain such representation.

9.02. Classroom Discipline and Control. The Principal or Director agrees to give support and assistance to employees with respect to control and discipline in the classroom. The Principal or Director additionally agrees to provide a student code of conduct governing the consequences and progressive discipline structures for students to all employees not later than the first week of each school year. In keeping with those guidelines, an employee may impose customary classroom discipline where necessary. Customary classroom discipline does not include corporal punishment, which will not be permitted. Employees may use such force as is necessary in protection from attack or to prevent injury to another student or employees.

9.03. Zero Tolerance. Florida State University Schools (FSUS) is committed to a policy of zero tolerance on matters of student misbehavior, acts of violence or threatened acts of violence, and assault and battery on school personnel. It is recognized that it is the employee's responsibility to pursue the prosecution of perpetrators of such acts.

9.04. Assaults on Employees - Reporting Crimes of Violence. Any case of assault on an employee shall be promptly reported to the Principal or Director or his/her designee.

9.05. Removal of Students from the Classroom.

A. An administrator or designee shall be on campus at all times when students are present to handle discipline problems and emergencies. An employee may:

1. Send a student to the Principal's office, or his/her designee, to maintain effective discipline in the classroom. The Principal shall respond by employing appropriate discipline- management techniques consistent with the student code of conduct under Section 1006.07, F.S.

2. Have disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students temporarily removed from the classroom for behavior management intervention.

3. Have violent, abusive, uncontrollable, or disruptive students directed for information or assistance from appropriate resources, as deemed appropriate, after consultation with the Principal.

4. Remove a student from class (see paragraph 5 below for provisions relevant to ESE students) whose behavior the employee determines is so unruly, disruptive, uncontrollable, 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 classmates to learn. If an employee has such a student removed from class, the Principal or Director may place the student in another appropriate classroom, in in-school suspension, or in an alternative education program as provided by Section 1003.53, F.S., or the Principal or Director 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 or Director, or his/her designee, may not return the student to that employee's class without the employee's consent unless the committee, established under Section 1003.32, F.S. (see provisions stated below), determines that such placement is the best or only available alternative. The employee and the Placement Review Committee must render decisions within five (5) days of the removal of the student from the classroom.

5. Have an ESE student removed from class for behavior that is so unruly, disruptive, or abusive that it seriously interferes with the employee's ability to communicate upon compliance with the provisions of State Board Rule 6A-6.0331 addressing ESE students.

B. The provisions of Section 1003.32(6), F.S., providing for a Placement Review Committee are as follows: Each school shall establish a committee to determine placement of a student when a teacher withholds consent to the return of a student to the teacher's class.

1. Committee membership must include at least the following:

a. Two teachers, one selected by the school's faculty and one selected by the teacher who removed the student; and

b. One member from the school's staff who is selected by the Principal. The teacher who withheld consent to readmitting the student

may not serve on the committee.

C. The teacher and the Placement Review Committee must render decisions within five (5) days of the removal of the student from the classroom. If the Placement Review Committee's decision is contrary to the decision of the teacher to withhold consent to the return of the removed student to the teacher's class, the teacher may appeal the committee's decision to the Director.

D. An employee who removes twenty-five percent (25%) or more of his/her total class enrollment shall be required to complete professional development to improve classroom management skills.

9.06. The individual records maintained by the school administration on student discipline shall be available to designated employees as an aid for determining disciplinary recommendations concerning the students. These records shall contain infractions with dates and action taken.

9.07. Personnel File

A. Discipline and employee evaluations are not to be placed in an employee file until the employee is provided an opportunity to review. The employee may respond in writing, which response shall be attached to the material in the file.

B. Employees may review and request a copy of the materials in their Personnel File.

C. There shall be no anonymous material contained in a Personnel File.

9.08. Defense and Indemnity. If in the lawful performance of his/her prescribed duties an employee is complained against or sued, as a result of any action taken by him/her, the Joint Employer agrees to exercise its obligation to defend and indemnify the employee as required by law and to the extent the Division of Risk Management of the State of Florida determines it is obligated to provide such defense or indemnity.

ARTICLE 10

NONDISCRIMINATION

10.01. Statement of Intent. The Joint Employer and UFF fully support all laws intended to protect and safeguard the rights and opportunities of each employee to work in an environment free from any form of discrimination or harassment. The parties recognize the obligations under federal and state law prohibiting discrimination. The parties acknowledge that personnel decisions shall be based solely on job-related criteria and performance.

ARTICLE 11

EMPLOYEE EVALUATION

11.01. The parties recognize that the evaluation of the performance of all employees is the responsibility of the administration, and that the evaluation process is designed to improve the quality of service performed by the employees and is not designed to be used as a punitive measure. The parties further recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. The parties agree the following guidelines should be used to accomplish these goals with employees.

A. During preplanning, or at commencement of employment, all employees will be made aware of the evaluation criteria and the form(s) to be used, or made aware that this information can be located at the Florida State University Schools (FSUS) website. An explanation and discussion of the evaluation process shall accompany this distribution. All new hires to FSUS shall be provided training on the evaluation system as part of the District's new employee orientation.

B. Selection of the appropriate employee assessment instrument shall be the responsibility of the Principal or Director. The selection of the instrument and process for use with employees shall be made after consultation with UFF. The instrument selected may be changed by the Principal or Director only during the first semester of the school year, with advance notice and the reasons therefore provided to the affected employee(s).

C. Pursuant to section 1012.34(3)(a),of Florida Statutes, regarding evaluation of instructional performance (1012.34(3)(a)), at least one-third of the evaluation shall be based upon instructional practice observation scores and at least one-third shall be based upon data and indicators of student performance..

D. It is acknowledged that the current employee assessment instrument is based on the Florida model of the Performance Evaluation System which is grounded in the work of Robert Marzano and aligned with the Florida Educator Accomplished Practices (FEAPs – revised as of August 22, 2023). A copy of this assessment instrument is attached as Appendix D to this Agreement.

E. The Final Summative Teacher Evaluation score will be determined using three scores – Student Growth, Instructional Practice and Individual Professional Development Learning Plan (IPLP). The Student Growth Score shall count as 35%, the Instructional Practice score shall count as 40% and the Individual Professional Development Learning Plan (IPLP) score shall count as 25% of the final Summative Teacher Evaluation Score.

1. Final/Summative Achievement Score:
   a. Each category (Instructional Practice, IPLP and Student Growth Score) is separately calculated for the current school year.

b. For the final/summative achievement score, 3 years of applicable achievement data beginning with the current year (when available) is averaged into a final achievement score.

2. Final Summative Score Calculation:

a. Multiply the final achievement score by 35% (0.35)

b. Multiply the IPLP by 25% (0.25)

c. Multiply the instructional practice score by 40% (0.40)

d. Add the weighted categories (final achievement, IPLP, and Instructional Practice) for the final summative score.

3. The Final Summative score is given a rating of highly effective (HE), effective (E), needs improvement (NI), or unsatisfactory (UN) as outlined below.

HIGHLY EFFECTIVE	EFFECTIVE	NEEDS IMPROVEMENT or DEVELOPING	UNSATISFACTORY
88-100	63-87	38-62	0-37

F. Additional Provisions:

1. 1. Teachers without State Assessment data will be evaluated for Student Growth using district selected assessments..

2. 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.

3. Each teacher shall receive at least one classroom observation each year. A teacher may request an additional observation. Any additional observation request must be made, in writing to the teacher's Principal. The additional observation shall be completed by an administrator who did not perform the previous evaluation.

G. Appeal Process if Dissatisfied with Evaluation:

1. Any employee who disagrees with the evaluation may appeal through Step One of the Grievance Procedure as outlined in Article 5.

ARTICLE 12

VACANCIES, REASSIGNMENTS and NON-REAPPOINTMENT

12.01. Notice of all bargaining unit vacancies for positions expected to continue for at least eight (8) consecutive weeks shall be provided to faculty members electronically and shall provide a minimum of seven (7) days to allow for receiving applications. The filling of posted vacancies shall not take place until the application deadline has passed.

12.02. The Principal or Director may reassign bargaining unit employees within Florida State University Schools (FSUS) when he or she determines it is in the best interest of Florida State University Schools (FSUS), provided, however, that any decision to reassign a bargaining unit employee shall take into consideration the qualifications of such employee and applicable certification requirements. When the Principal or Director determines that such a reassignment is necessary, the Principal or Director, as appropriate, shall meet with the affected employee to discuss the reassignment.

12.03. Any employee who is reassigned to an administrative or supervisory position within Florida State University Schools (FSUS) and later returns to employment within the unit shall receive experience credit on the salary schedule for each year of administrative or supervisory experience.

12.04. The Joint Employer retains the ability to fill a vacancy in the bargaining unit on a temporary or emergency basis. The filling of such vacancy on an emergency or temporary basis may not exceed one year except in extraordinary circumstances, and in no event shall exceed two (2) years. Employees hired on a temporary or emergency basis must subsequently seek employment through FSUS's regular hiring process.

12.05. Non-reappointment: The Joint Employer shall use its best efforts to notify, in writing, the bargaining unit employee of the decision to not reappoint that employee for the subsequent year by the second Friday following the first Monday in May.

12.06. All openings for supplements listed in Appendix F, or other extra–compensated positions, including, but not limited to summer appointments, with the exception of the Band, Choir and Orchestra Directors, shall be posted on the district website at least five (5) business days prior to filling such vacancy.

12.07. In the event two or more faculty members are substantially qualified for regular, summer or extracurricular/academic supplement by virtue of their experience, education and training, the most senior faculty member shall be given the right of first refusal. Seniority shall be determined by the faculty member's initial hire date as an in-unit faculty member.

12.08. All known vacancies for summer employment will be provided to faculty members electronically by May 1 of each year. Such posting shall be made available for at least five (5) business days prior to filling such vacancy. If no one is chosen from the FSUS faculty, then the vacancy may be further advertised.

ARTICLE 13

LAYOFF AND RECALL

13.01. Layoff.

A. When a layoff is to occur as a result of adverse financial circumstances; reallocation of resources; reorganization of degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; or curtailment or abolition of one or more programs or functions, FSUS shall notify UFF no less than thirty (30) days prior to taking such action. UFF may request a consultation with the Director or his or her representatives to discuss the layoff.

B. Layoff Unit. The layoff unit may be at an organizational level of Florida State University Schools (FSUS), or other level of organization as the Board or the Director deems appropriate.

13.02. Layoff Considerations. The selection of employees in the layoff unit to be laid off will be determined as follows:

A. No continuing status employee shall be laid off if there are non-continuing status employees in the layoff unit.

B. No employee in a non-continuing status position in the layoff unit with more than five (5) years of continuous university service shall be laid off if there are any such employees with five (5) years or less of service.

C. The sole instance in which only one (1) employee will constitute a layoff unit is when the functions that the employee performs constitute an area, program, or other level of organization at Florida State University Schools (FSUS).

D. The provisions of 13.02 (A.) and 13.02 (B.) will apply unless the Board or Director determines than an Affirmative Action employment program will be adversely affected. When an Affirmative Action Program has been so affected, the Board or university shall notify UFF in writing.

E. Where employees are equally qualified under (A.) or (B.) above, those employees will be retained who, in the judgment of the Board or the Director, will best contribute to the mission and purpose of Florida State University Schools (FSUS). In making such judgment, the Board or the Director shall carefully consider employees' length of continuous service, and shall take into account other appropriate factors, including but not limited to performance evaluation by students, peers, and supervisors, and the employee's academic training, professional reputation, teaching effectiveness, research record or quality of the creative activity in which the employee may be engaged, and service to the profession, community, and public.

F. No continuing status employee shall be laid off solely for the purpose of

creating a vacancy to be filled by an administrator entering the bargaining unit.

G. FSUS shall notify UFF in writing regarding the use of adjunct and other non-unit faculty in those departments/units where employees have been laid off. The use of adjunct and other non-unit faculty in departments/units where employees have been laid off may be the subject of consultation meetings.

13.03. Alternative/Equivalent Employment. The Director and Board shall make a reasonable effort to locate appropriate alternate or equivalent employment for laid off employees, within Florida State University Schools (FSUS), and to make known the results of the effort to the person affected.

13.04. Notice. Employees should be informed of layoff as soon as practicable and, where circumstances permit, employees with three (3) or more years of continuous service should be provided at least one (1) year's notice; those with less service with at least six (6) months' notice. Employees who have received notice of layoff shall be afforded the recall rights granted under Sections 13.03 and 13.05. Formal written notice of layoff is to be sent by certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained. The notice shall include effective date of layoff; reason for layoff; reason for shortened period of notification, if applicable; a statement of recall rights; a statement of appeal/grievance rights and applicable deadlines for filing; a statement that the employee will receive the Florida State University Schools (FSUS) Vacancy Listing until the recall period ends or re-employment offer is refused; and a statement that the employee is eligible for consideration for retraining for a period of two (2) years following layoff. FSUS may, at its discretion, provide opportunities for retraining when it is in Florida State University Schools (FSUS)'s best interest. Such opportunities may be provided to employees who are laid off, to those who are reassigned, or in other appropriate circumstances. The retraining opportunities may include enrollment in tuition-free courses.

13.05. Re-employment/Recall.

A. For a period of two (2) years following layoff or for employees appointed to a fixed multiyear appointment, not to exceed the length of their last employment contract, not to exceed two (2) years, an employee who has been laid off and who is not otherwise employed in an equivalent full-time position shall be offered re-employment in the same or similar position at Florida State University Schools (FSUS) at which previously employed at the time of layoff, should an opportunity for such re- employment arise. All persons on the recall list shall regularly be sent the Florida State University Schools (FSUS) position vacancy announcements, as appropriate. For this purpose, it shall be the employee's responsibility to keep FSUS advised of the employee's current address. Any offer of re- employment pursuant to this section must be accepted within fifteen (15) days after the date of the offer, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made. In the event such offer of re-employment is not accepted, the employee shall receive no further consideration pursuant to this Article. Employees appointed to a fixed multi-year appointment, who are recalled, shall be offered re-employment not to exceed the length of their last employment contract. FSUS shall notify UFF when an offer of re-employment is issued.

B. An employee who held a continuing status appointment on the date of termination by reason of layoff shall resume the continuing status appointment upon recall.

C. The employee shall receive the same credit for years of service for purposes of layoff as held on the date of layoff.

D. Employee Assistance Programs. Consistent with the University's Employee Assistance Program, employees participating in an employee assistance program who receive a notice of layoff may continue to participate in that program for a period of ninety (90) days following the layoff.

13.06. Limitations. The provisions of Section 13.02 through 13.05 of this Agreement shall not apply to the following:

A. Employees who are on "soft money," e.g., contracts and grants, sponsored research funds, and grants and donations trust funds, who had five (5) or more years of continuous service as of June 30, 1991;

B. Employees who are on "soft money," e.g., contracts and grants, sponsored research funds, and grants and donations trust funds.

C. Employees who are appointed for less than one (1) academic year, who are appointed to a visiting appointment, who are appointed to a fixed multi-year appointment, and employees in an auxiliary entity.

ARTICLE 14

EMERGENCY SCHOOL CLOSING

14.01 The school will be open on all regularly scheduled days unless closed by the Director because of an emergency or threatened emergency. When an emergency or threatened emergency confronts the schools, notification of the closing of schools will be released for broadcast through local news and social media outlets, and electronically, as soon as possible. Such closings will be only for the period it takes to restore normal working conditions. All scheduled employees' workdays so affected: 1) shall be rescheduled by the Director as soon as possible if required by the State of Florida Department of Education; or 2) may be rescheduled by the Director as soon as possible.

ARTICLE 15

ACADEMIC FREEDOM

15.01. The parties seek to educate students in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitutions of the State of Florida and of the United States, and to instill appreciation of the values of individual personality.

15.02. Employees shall have academic freedom. Academic freedom shall mean that employees have freedom of association and expression in keeping with their individual conscience. Employees shall present instructional materials which are pertinent to the subject and level taught. Such presentation shall be within the guidelines of appropriate course content and within the instructional program and shall present all facts of controversial issues in a scholarly and objective manner and as outlined in The Florida Educator Accomplished Practices.

15.03. Employees shall be entitled to freedom of discussion within the classroom in all matters which are relevant to the subject matter under study.

15.04. All employees shall consult with the Principal or Director whenever the employee intends to inject into course coverage units material which might reasonably be anticipated to be controversial. Upon request, the employee shall meet with his/her immediate supervisor to discuss the proposed unit of study and how it fits into the course content.

ARTICLE 16

POLITICAL ACTIVITY

16.01. All employees shall be entirely free from political domination or coercion, or the pretended necessity of making political contributions of money, or other things of value, or engaging in any political work or activity against their wishes under the assumption that failure to do so will in any way affect their status as employees of the Joint Employer. Employees may not engage in any political activity during work hours.

ARTICLE 17

COMPENSATION

17.01. Florida State University Schools (FSUS) Employees.

A. The parties agree that employees shall be paid each fiscal year in accordance with the following pay plans: Employees on an annual contract shall be based on the Performance Salary Schedule and formula attached hereto as Appendix F. Employees on continuous contract shall be paid based on a bargained Grandfathered Salary Schedule step pay plan attached hereto as Appendix D. New faculty to the school will have their salary based on Appendix H.

B. For 2026-2027, the Performance Salary Schedule will not be used for salary increases. The salary agreement for 2026-2027 is as follows:

1. New Teacher Starting Base Salary shall remain at $ 47,500.

2. Teacher Salary Increase Allocation. Pursuant to HB 5001E (2026), full-time classroom teachers funded in the Florida Education Finance Program with at least ten years of full-time teaching experience in a Florida public school shall receive a minimum salary increase of $794.40.

3. Full-time classroom teachers with less than 10 years of full-time teaching experience in a Florida public school shall receive a salary increase in accordance with Appendix C, and a one-time bonus equivalent to the difference between the increase in the salary schedule and $750.00, less applicable taxes and deductions.

E. The above salary proposal, should it be accepted, is contingent and subject to Department of Education review and approval. Should the Department of Education reject the above salary proposal, the parties will commence negotiations within thirty days after receiving notice from Department of Education that the parties' original plan was rejected.

F. Florida State University Schools (FSUS) Employee Promotion Increases: Promotion increases shall be granted to Florida State University Schools (FSUS) employees pursuant to Article 26 and as set forth in Appendix C. Advanced degree increases shall be granted upon submission of appropriate transcripts as set forth in Article 26.

G. Florida State University Schools (FSUS) Supplements. Florida State University Schools (FSUS) employees shall receive salary supplements for approved extracurricular activities assigned by the Director under the following conditions:

1. The activity must involve duties that extend beyond the normal workday;

2. Employees shall receive a separate salary supplement for each assigned

activity;

3. The parties further agree that salary supplements shall be paid in accordance with the supplement schedule attached hereto as Appendix E. The parties may amend the supplement schedule by mutual agreement.

4. Salary supplements are not to be included in the base salary rate upon which future salary increases are calculated and shall be paid during the semester in which the supplementary worked is performed.

17.02. Eligibility for Annual Salary Increases. Bargaining unit employees whose most recent annual evaluation rating is effective or highly effective and who are in pay status are e1igible for the increases described in Appendix F. For 2026-2027, the clause is not applicable.

17.03. Effective Dates for Salary Increases. Salary for Florida State University Schools (FSUS) bargaining unit members shall be effective retroactive to the beginning of the current fiscal year. Implementation of the new salary schedule will begin upon tentative acceptance of this Agreement by UFF, subject to, and contingent upon, ratification by the Joint Employer.

17.04. Grievability. The only issues to be addressed in a grievance filed pursuant to Article 5 alleging violation of this Article are whether there is unlawful discrimination under Article 10, or whether there is an arbitrary and capricious application of the provisions of one or more sections of this Article.

17.05. Employees who teach more than five (5) contact hours shall be paid at their regular hourly rate for the additional assigned teaching time.

17.06. Loss of pay for personnel during the regular school term for daily absences not otherwise covered by provisions in this Agreement shall be made at the regular hourly rate of pay determined by dividing the employee's annual contract salary by 1736.

17.07. Any employee whose regular contractual duties are extended beyond the employee work year shal1 be paid at the daily rate of 1/217th (dividing the employee's annual contracted salary by 1736 hours) of their regular annual contract salary.

17.08. Employees are to be given credit for previous experience according to the following plan:

A. Credit for one year's experience shall be given for each year of full time teaching in any state or regionally accredited public school (K-12), junior or community college, or university (graduate assistant experience shall not be counted). Credit shall also be given for teaching in a U.S. government sponsored military base school, upon a determination by the Principal or Director that such schools have the equivalent of state or regional accreditation. Credit shall also be provided for holding a valid teaching certificate while teaching in an accredited prekindergarten program. The affected employee shall be responsible for providing the Principal or Director with the necessary documentation of such experience and the determination of the

Principal or Director shall be final. All increases for additional degree or additional teaching experience will be implemented within two (2) pay periods of receipt of the appropriate documentation. An employee may submit a written request for waiver of paragraph 17.08 (A.). The waiver must reflect that reasonable efforts were made to comply with paragraph 17.08 (A.) and the failure to provide the information in a timely manner was not attributable to the employee. The Director has discretion to grant or deny the written waiver request.

B. Credit for one (1) years' experience is to be given for a major portion of a year's work (i.e., ½ year plus one day). Out-of-state and Florida experience which occur during the same school year shall be combined. If a major portion of a year is unable to be determined from verification received from the previous employer, working at least 97 days at the previous place of employment will entitle the employee to be credited with one year experience.

C. Part-time employees will receive credit for one year's experience when working over fifty percent (50%) of the hours required for full-time employees (including sick leave); however, only one (1) year of service may be earned during one school year. No more than a cumu1ative total of three (3) years may be earned by use of paragraphs B and C of this section

D. Private School Experience Credit.

1. Except for Article 17.01(B)(2), credit is allowed for certified teaching experience at private schools or institutions that have Southern Association of Colleges and Schools, Western Association of Schools and Colleges, Northwestern Association of Schools and Colleges, North Central Association of Schools and Colleges, New England Association of Schools and Colleges, or Middle States Association of Colleges and Schools (or their successor agencies) accreditation. Credit shall also be allowed for certified teaching experience at institutions with accreditation from agencies equivalent or similar to that provided by the Southern Association of Colleges and Schools such as the National Academy of Early Childhood Programs, the Florida Council of Independent Schools, the Association of Independent Schools of Florida, the Florida Catholic Conference, and the Florida Association of Christian Colleges and Schools or other accrediting associations.

2. Employees also must have held a valid Florida Teacher's Certificate while employed in the appropriate area with an accredited Florida private school.

3. Private school experience credit for out-of-state schools which are accredited and where the employee's experience was in their area(s) of appropriate certification will be counted.

4. Credit as authorized above will be provided on a year- for-year basis.

17.09. For employees hired before July 1, 2011 adjustments to higher salary levels shall be made only upon the receipt of an official transcript signifying the award of the

advanced degree from an institution of higher education that has Southern Association of Colleges and Schools, Western Association of Schools and Colleges, Northwestern Association of Schools and Colleges, North Central Association of Schools and Colleges, New England Association of Schools and Colleges, or Middle States Association of Colleges and Schools accreditation, or the verification of appropriate experience.

17.10 Health Insurance Program. The Joint Employer and UFF will support legislation to provide adequate and affordable health insurance to all employees.

17.11 Director's Awards: The Director may present awards annually to teachers whose performance the Director believes is deserving of special recognition. The Director may present up to five (5) such awards and may provide a payment of up to $250 for each award. The criteria for each award shall be articulated and appropriate recognition of the recipient of each award provided.

ARTICLE 18

PAYROLL DEDUCTIONS

18.01. Article 18 and Appendix C are considered invalid and unenforceable unless/until Chapter 2023- 35, Laws of Florida, is declared invalid, repealed, struck down, or amended in such a way that permits dues deductions by public employers for this unit under Florida law. To the extent that dues deductions for this unit is authorized and permitted by Florida law, the Joint Employer will engage in dues deductions with the following conditions.

A. During the term of this Agreement, the Joint Employer agrees to deduct the UFF membership dues in an amount established by the UFF and certified in writing by the UFF State President to the Joint Employer, and to make other UFF deductions in an amount authorized by an employee, from the pay of those employees in the bargaining unit who individually and voluntarily make such request on a written authorization form as contained in Appendix C to this Agreement.

B. Deductions will be made biweekly beginning with the first full-pay period commencing at least seven (7) days following receipt of authorization. The UFF shall give written notice to the Joint Employer of any changes in its dues at least forty-five (45) days prior to the effective date of any such changes.

18.02. Remittance. The dues and other authorized deductions shall be remitted to the UFF State Office on a biweekly basis within thirty (30) days following the end of the pay period. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted. If practicable, a list of employees may be provided in electronic format.

18.03. Termination of Deduction. The Joint Employer's responsibility for deducting dues and other authorized deductions from an employee's salary shall terminate automatically upon either (a) thirty (30) days written notice from the employee to the Board, revoking that employee's prior deduction authorization, or (b) the transfer of the authorizing employee out of the bargaining unit.

18.04. Reinstatement of Deduction. The Joint Employer shall reinstate dues deductions for employees who have previously filed authorization for dues deduction and are subsequently placed in leave without pay status.

18.05. Indemnification. The UFF assumes responsibility for: (1) all claims against the Joint Employer, including the cost of defending such actions, arising from compliance with this Article, and for: (2) all monies deducted under this Article and remitted to the UFF. The UFF shall promptly refund to the Joint Employer excess monies received under this Article.

18.06. Exceptions. The Joint Employer will not deduct any UFF fines, penalties, or special assessments from the pay of any employee, nor is the Joint Employer obligated to provide more than one payroll deduction field for the purpose of making the deductions described in this Article.

18.07. Termination of Agreement. The Joint Employer's responsibilities under this Article shall terminate automatically upon: (l) decertification of the UFF or the suspension or revocation of its certification by the Florida Public Employees Relations Commission, or: (2) revocation of the UFF's deduction privilege by the Florida Public Employees Relations Commission.

ARTICLE 19

EMPLOYEE WORK YEAR AND DISTRICT CALENDAR

19.01. The employee work year for all bargaining unit members who are not on twelve (12) month contracts shall consist of no less than one hundred ninety one (191) work days as defined in Article 1. This shall include at least 175 instructional days adjusted to account for state required instructional minutes. The remaining sixteen (16) workdays shall be designated to reflect in-service/planning days. Appropriate time to complete necessary tasks during preschool and post school planning days shall be provided for the employee. Should extenuating circumstances arise the School Board may adopt a written plan for an extended work year consisting of no more than two hundred seventeen (217) workdays.

19.02. FSUS, the Principal and Director will consider, but are not bound to follow, the calendars of local school districts in establishing the calendar for Florida State University Schools (FSUS). FSUS shall provide UFF with a copy of the FSUS proposed annual calendar in advance of the Florida State University Schools Board of Directors adopting and publishing the annual calendar. UFF may, should it desire, meet and confer with the Director to discuss the proposed FSUS calendar before the calendar is presented to the FSUS Board of Directors for approval.

19.03. The regular daily rate of pay for all faculty shall be determined by dividing the employee's annual contract salary by the total number of days in the employee work year. The hourly rate shall be determined as 1/8th of the daily rate of pay. Compensation for duties that extend beyond the employee work year shall be paid in accordance with Article 17.07 of this Agreement.

19.04. An employee shall not be required to use leave on non-duty days.

ARTICLE 20

CONFLICTS BETWEEN RULES, POLICIES AND PROCEDURES AND THIS AGREEMENT

20.01. Should a conflict exist or develop between rules, polices or procedures of the Florida State University Schools, Inc. and this Agreement, the terms of this Agreement shall control.

ARTICLE 21

SCHOOL IMPROVEMENT AND ACCOUNTABILITY

25.01. School Improvement and Accountability.

A. The Joint Employer and UFF support a comprehensive system of school improvement and educational accountability to ensure continued student success in school and life-long learning. School improvement is most successful when the responsibility for planning, implementing and evaluating improvement efforts are returned to those closest to the learner.

B. School Advisory Councils (SAC), with teacher representatives elected by teachers, parents elected by parents, school support personnel elected by support personnel, and students elected by students, are recognized under state law as the primary vehicle, along with the Principal or Director, for school improvement planning and accountability. Additionally, business and community representatives are to be selected by the Council. The SAC shall have bylaws that provide for those affected by school level decisions to have a significant opportunity to influence those decisions.

C. Faculty Council. The Joint Employer and the UFF recognize the value of involving employees in decisions that affect Florida State University Schools (FSUS). To that end, the Joint Employer and the UFF agree to establish an Elementary Faculty Council, a Middle School Faculty Council and a High School Faculty Council, which together shall be known as the Faculty Council. The purpose of the Faculty Council is to affect those issues that impact the day-to-day operation of Florida State University Schools (FSUS) and to provide advice and feedback on school-wide rules, regulations, and practices that are not within the jurisdiction of the School Board.

1. The Elementary Faculty Council, the Middle School Faculty Council and the High School Faculty Council shall meet once a month at a predetermined time with their respective Principal. Each Council shall be made up of at least seven (7) members.

2. The Faculty Council will have the ability to review present policy and make recommendations to the FSUS Principal, Director, or Board subcommittees as appropriate.

ARTICLE 22

SEVERABILITY

22.01. In the event that any provision of this Agreement (a) is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, or (b) is rendered invalid by reason of subsequently enacted legislation, or (c) shall have the effect of a loss to the State of Florida, Florida State University or Florida State University Schools, Inc. of funds, property, or services made available through federal law, or (d) pursuant to Section 447.309(3), Florida Statutes, can take effect only upon the amendment of a law, rule or regulation and the governmental body having such amendatory powers fails to take appropriate legislative action, then that provision shall be of no force or effect, but the remainder of the Agreement shall continue in full force and effect. If a provision of this Agreement fails for reason (a), (b), (c), or (d) above, the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 23

CHANGE IN JOINT EMPLOYER CERTIFICATION

23.01. Should FSU and FSUS agree to change their relationship such that they are no longer joint employers of bargaining unit members, the Parties agree that, in the event the Public Employees Relations Commission changes the certification from joint public employer to sole public employer during the term of the Agreement, the Agreement will remain in full force and effect and binding on the Parties until said term of the Agreement expires as provided in Section 29.05 herein.

ARTICLE 24

SABBATICALS

24.01. Policy. The parties agree to adhere to the provisions for sabbaticals for employees of Florida State University Schools (FSUS) as set forth by the provisions of Florida Statutes, Section 1012.64. Among the provisions of Section 1012.64 is the following:

> Any member of the instructional staff of any school district may be granted sabbatical leave for a period not to exceed 1 year. A person who receives such leave may be paid one-half of his or her ordinary salary during the period of such leave, or in accordance with negotiated agreement or district school board policy, and shall receive full benefits during such period. A person compensated under this section may not be compensated for other employment during the period of sabbatical leave so that he or she would receive combined compensation in excess of his or her ordinary salary.

ARTICLE 25

UNION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

25.01. Employee Rights and Responsibilities.

A. Employees covered by this Agreement retain and reserve unto themselves all rights, authority, duties, and responsibilities conferred upon and vested in them by the laws and constitution of the State of Florida and applicable rules and policies of the Joint Employer.

B. The private and personal life of any employee is the concern of only that individual unless it interferes with the effective performance of his/her prescribed duties or involves behavior that falls within the scope of Section 1012.795, F.S., and/or related administrative rules and policies, including but not limited to Rule 6A-10.081, F.A.C.

C. With the approval of the Director or Principal, or his/her designee, employees may leave the worksite when not engaged in performing assigned duties.

D. When school is not in session, employees shall make arrangements with the Director or Principal, or his/her designee, to have reasonable access to the building.

E. An employee shall not solicit support of a candidate seeking an elective office, political union, or otherwise during regular work hours, nor shall an employee who seeks an elective office engage in any campaign activities that will interfere with the performance of his/her assigned duties.

F. An employee shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies of FSUS, based upon professional judgment using available criteria pertinent to any given subject area or activity for which the employee is responsible.

25.02. United Faculty of Florida (UFF) Rights and Responsibilities.

A. Bulletin Boards. UFF shall have the right to post notices to employees of activities and matters of concern to the union on the bulletin board located in an area mutually agreed upon by UFF and the Director or Principal, or his/her designee.

B. Communicating to Employees.

1. UFF shall have the right to use teacher message boxes located at Florida State University Schools (FSUS) for communications relevant to its status as collective bargaining agent.

2. With prior notice to the site administrator, the UFF building representative will be given an opportunity to make announcements at faculty meetings after adjournment.

C. Information Provided to UFF.

1. Upon written request from UFF, on an annual basis, the Joint Employer shall provide UFF with a list of employees including the following information: name, classification, salary, grade level or subject area and type of certificate held.

2. UFF Access to Policies and Rules. UFF shall have access to the Joint Employer's policies and rules. The posting of such rules and policies at the FSUS website shall be considered reasonable access.

D. Use of Facilities. Subject to the rules and policies of the Joint Employer, UFF shall be permitted use of buildings, facilities, and equipment for meetings related to UFF business provided details are arranged in advance of such use with the Director, or his/her designee and set forth in writing.

E. Administrative Duty for UFF Activities.

1. The Joint Employer shall grant employees administrative duty each fiscal year as described below to carry out UFF activities:

a. Florida Education Association Delegate Assembly. The Joint Employer agrees to grant two (2) days of administrative duty to up to two (2) delegates to attend the Annual Delegate Assembly of the Florida Education Association.

b. Negotiations Committee. A list of members of the UFF Negotiations Committee shall be provided to the Director by April 1 of each year. Up to two (2) members of such committee shall be provided administrative duty for negotiations that are scheduled during the school day.

F. Unpaid Leave for UFF Activities. Each year of this Agreement, representatives of the UFF shall be granted up to a total of five (5) days of unpaid leave to conduct UFF business.

G. During the regular workday, authorized representatives of UFF may visit employees at the worksite, provided the authorized representatives report their presence to the Director or Principal, or his/her designee, and they do not interfere with, or disrupt, normal site operations. No authorized representative shall use this privilege except to conduct UFF business. The authorized representative may not meet with employees during the work time of the employees.

H. Exclusive UFF Rights. Except as otherwise provided for by law, the rights granted herein to UFF shall not be granted or extended to any other organization claiming to represent the members of the bargaining unit.

ARTICLE 26

PROMOTION

26.01. Policy. Promotion decisions are not merely the totaling of an employee's annual performance evaluations. Rather, the Joint Employer, through its faculty, its professional employees, and administrators assesses the full-time employee's potential for growth, positive impact upon Florida State University Schools (FSUS) and its students, scholarly contribution, and meritorious performance of assigned duties. In reviewing criteria for promotion, it is expected that achievements shall be greater and more significant with each rank for which promotion is sought. To be considered for promotion, the teacher must provide sufficient evidence to satisfy each criterion listed in 26.05, below.

26.02. Notification of Eligibility for Promotion. Faculty shall be considered for promotion to the rank of University School Assistant Professor during their fourth year of service at FSUS. Promotion from University School Assistant Professor to University School Associate Professor will typically occur no earlier than holding the previous rank for four years. An eligible faculty member may initiate the process for promotion to University School Professor upon holding the previous rank of University School Associate Professor for a minimum of four years. Faculty will be advised by the Principal or Director, at least once a year, to collect data to support application for promotion. New faculty will be advised of the need to collect data to support application for promotion. Areas in which data should be collected are those related to the mission of the school and include teaching effectiveness, research, development projects and creative accomplishment, dissemination, and service.

26.03. Procedures. Each faculty member shall be apprised by the appropriate Principal or Director of general expectations in terms of teaching effectiveness, including execution of teaching responsibilities and other duties as assigned, research and creativity, dissemination, and service; and specifically of other requirements and/or duties involved. This appraisal shall be done before new faculty is hired, and at least on an annual basis for existing faculty. (Providing a copy of this collective bargaining agreement or posting this section or a copy of the collective bargaining agreement on the Florida State University Schools (FSUS) website shall constitute notice.)

A. Each faculty member shall receive a teaching schedule before the start of each contract year. The assigned duties for any faculty member shall be consistent with the mission of Florida State University Schools (FSUS) and assist the faculty member to gain credit toward promotion. Faculty members should examine the teaching schedule to be sure the opportunities are identified within their duties that will aid them in achieving promotion. If the faculty member feels such opportunities are not identified, requests for changes in assigned duties shall be made in writing to the appropriate Principal or Director. The appropriate Principal or Director shall respond in writing within seven (7) calendar days.

B. A copy of the promotion guidelines shall be given to each faculty member at the time of employment.

C. The normal time for applying for promotion to University School Assistant Professor is at the beginning of the fourth year of employment.

D. Although the period of time in a given rank is normally four (4) years, demonstrated merit, not years of service, shall be the guiding factor for promotion. Promotion shall not be automatic, nor may it be guaranteed upon completion of a given term of service. Early promotion is possible in cases in which sufficient justification is presented, and the Principal or Promotion Committee has recommended consideration for early promotion. However, consideration for promotion shall normally occur after four (4) years of service. Candidates applying before their four (4) year of service shall be considered early promotion candidates.

E. Employees who obtain a doctorate degree and who have a valid teacher certification in his/her area of instruction are eligible to apply for promotion from Instructor to University School Assistant Professor.

F. Candidates for promotion shall submit a professional portfolio containing information that will substantiate the effectiveness of the faculty member in the four major areas of teaching and performance, research and creative activity, dissemination, and service. The submitted professional portfolio shall contain eight sections:

1. A copy of the FSUS regulations regarding promotion.
2. Vita, valid Florida Teaching Certificate and required graduate level degree conferral or official transcript of required number of hours towards degree for level of promotion.
3. Annual Faculty Evaluations and Annual Individual Professional Learning Plans from three previous years.
4. Summary of duties over the last three years in areas of teaching, research and service.
5. Teaching and performance effectiveness.
6. Research, development projects, creative accomplishments, and dissemination.
7. Service.
8. Letters of recommendation.

26.04. Prequalification. Unless otherwise set forth in this Article:

A. To be eligible for the rank of University School Instructor, a faculty member should have at least a Bachelor's degree and be eligible for appropriate certification.

B. To be eligible for the rank of University School Assistant Professor, a faculty member should have earned at least 18 credits toward a Master's degree.

C. Candidates for Associate University School Associate Professor should hold at least a Master's degree.

D. Candidates for University School Associate Professor should hold at least a Master's degree plus thirty

(30) hours.

26.05. Criteria.

A. Teacher Effectiveness.

1. Effective teaching is a significant factor when considering a promotion. The considerations for teacher effectiveness include, but are not limited to:

a. Classroom observations indicating effective or highly effective classroom practices; observation reports shall be prepared to document teacher effectiveness.

b. Achievement of student performance goals as determined for the performance appraisal. Documentation of student achievement shall be prepared by the faculty member.

B. Research, development projects, and/or creative accomplishment.

1. Research - candidates should document their consistent involvement FSUS or classroom- based action research, as well as document their duties and responsibilities related to research activities.

2. Development projects, including, but not limited to, development of curriculum materials, learning activities, evaluation instruments, major curriculum plans for Florida State University Schools (FSUS), and collaboration with FSU.

3. Creative projects, including, but not limited to, creation of new FSUS programs or pathways, artistic, musical and dramatic works, or creation of new research frameworks.

4. Grant writing - efforts and successes in identifying and obtaining local, state, federal or other grants.

5. Dissemination. Involvement in various types of dissemination should be documented to show involvement in relevant research, development projects, and/or creative projects. Examples of dissemination involvement include, but are not limited to:

a. Workshops.
b. Presentations at professional meetings.
c. Relevant research conferences or showcases.
d. Summer institutes.
e. Publications (professional journals).

C. Service. Candidates for promotion will be evaluated on their level of service, which includes, but is not limited, to:

1. Committee membership.
2. Chairperson of Committee.
3. Extracurricular assignments.
4. Department Head.
5. Team Leader.
6. Faculty Council.
7. Professional Organizations.
8. Intern and/or Pre-Service Teacher Supervision
9. Hosting learning walks
10. Providing Research Mentoring or Coaching
11. School Advisory Council.
12. Organization or leading in service workshops or conferences.
13. Holding state office or membership on state-level committees or other professional organizations

D. Letters of Recommendation. A current letter of recommendation shall be presented from each of the following persons:

1. a FSUScolleague who has worked closely with the candidate.
2. a FSUS supervising administrator who has supervised the teacher, and
3. a colleague outside the FSUS community who has knowledge of the candidate's teaching, research or service while at FSUS.

E. Vita. Up-to-date detailed professional vita (resume).

ARTICLE 27

CONTINUING STATUS

27.01 Instructional personnel hired on or after July 1, 2011 are not eligible to receive continuing status as mandated by Chapter Law 2011-1.

27.02 Florida State University Schools (FSUS) employees granted continuing status pursuant to Florida law shall be entitled to retain such status unless the employee resigns, is removed for just cause pursuant to Article 9, Employee Authority and Protection, or is laid off pursuant to Article 13, Layoff and Recall.

ARTICLE 28

LEAVES

28.01. Leave Policy. Faculty members shall not be penalized or disadvantaged for having taken leave. Categories of leave may be taken as outlined, but must be reported to and, where applicable, approved by the appropriate supervisor before it is entered as leave into the time reporting system. Faculty members shall enter leave accounting information into time reporting system as outlined by Joint Employer to avoid delays in payroll processing. Approval of leave shall consider staffing needs, student learning and safety. Supervisors shall not unreasonably withhold approval of leave.

28.02. Requests for a Leave or Extension of Leave of One (1) Semester or More.

A. For a leave of one (1) semester or more, an employee shall make a written request not less than one hundred-twenty (120) days prior to the beginning of the proposed leave, if practicable.

B. For an extension of a leave of one (1) semester or more, an employee shall make a written request not less than sixty (60) days before the end of the leave, if practicable.

C. The Joint Employer shall approve or deny such request in writing not later than thirty (30) days after receipt of the request.

D. An absence without approved leave or extension of leave shall subject the employee to the provisions of Article 9.

E. An employee's request for use of leave for an event covered by the provisions of the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3) shall be submitted and responded to in accordance with Section 28.06.

28.03. Return from Leave. An employee who returns from an approved leave of absence with or without pay shall be returned to the same classification, unless the Joint Employer and the employee agree in writing to other terms and conditions. The return from FMLA leave shall be in accordance with 28.06.

28.04. Accrual During Leave with Pay. An employee shall accrue normal leave credits while on compensated leave in full-pay status, or while participating in the sabbatical program. If an employee is on compensated leave in less than full-pay status for other than sabbaticals, the employee shall accrue leave in proportion to the pay status.

28.05. Holidays.

A. An employee shall be entitled to observe all official holidays designated in accordance with Section 110.117, Florida Statutes. No classes shall be scheduled on holidays. Classes not held because of a holiday shall not be rescheduled.

B. Supervisors are encouraged not to require an employee to perform duties on holidays; however, an employee required to perform duties on holidays shall have the employee's schedule adjusted to provide equivalent time off, up to a maximum of eight (8) hours for each holiday worked.

C. If an employee who has performed duties on a holiday terminates employment prior to being given time off, the employee shall be paid, upon termination, for the holiday hours worked within the previous twelve (12) month period.

28.06. Family and Medical Leave Act (FMLA) Entitlements.

A. The Family and Medical Leave Act of 1993 ("FMLA") is the common name for the Federal law providing eligible employees an entitlement of up twelve (12) work weeks or four hundred- eighty (480) hours of continuous or intermittent leave without pay for qualified family or medical reasons during a one-year period. This Act entitles the employee to take leave without pay; where the Joint Employer policies permit, employees may use accrued leave with pay during any qualifying family or medical leave. The failure to list, define, or specify any particular provision or portion of the FMLA in this Agreement shall in no way constitute a waiver of any of the rights or benefits conferred to the employer or the employee through the FMLA.

B. Implementation of FMLA Leave Entitlements.

1. An employee, whether salaried or paid from Other Personal Services (OPS), is entitled to twelve (12) work weeks of FMLA leave within a twelve (12) month period for any qualifying family or medical leave.

2. Pursuant to section 110.221, Florida Statutes, a salaried employee is entitled to a parental leave for up to six (6) months in accordance with the provisions of Section 28.07, for a birth or adoption of the employee's child. If an eligible employee elects to take Parental Leave, up to twelve (12) work weeks of such leave may be counted against that employee's FMLA entitlement.

C. Accounting for the Use of FMLA Leave in a Twelve-Month Period.

1. A rolling twelve (12) month period measured backwards is used to count the twelve (12) work weeks referred to in (B) 1 above.

2. An eligible employee's entitlement to leave for a birth or placement for adoption or foster care expires at the end of a twelve (12) month period beginning on the date of the birth or placement of the child.

D. Use and Approval of FMLA Leave.

1. The Joint Employer shall approve FMLA leave for an eligible employee as long as the reasons for the absence qualify under the FMLA and the employee has not exhausted the twelve (12) work weeks within the appropriate 12-month period for such leave. The employee may request FMLA leave as accrued leave, leave without pay, or a combination of both, consistent with

applicable law.

2. The Joint Employer may require that the employee use accrued leave with pay prior to requesting leave without pay for four hundred and eighty (480) hours (12 workweeks) of FMLA leave. Requiring the use of paid leave before leave without pay shall be applied consistently and may not be used merely to exhaust the employee's leave balance in order to prohibit the use of paid leave while on leave without pay as provided for in Section 28.11(E).

3. After the Joint Employer has acquired knowledge that the leave is being taken for an FMLA required reason, the Joint Employer or its representatives shall within five business days, absent extenuating circumstances, notify the employee of their eligibility to take FMLA leave.

E. Medical Certification.

1. The Joint Employer may require an employee to provide medical certification from a health care provider for approval of FMLA leave. The request for certification must be made in writing at the time the employee gives notice of the need for leave or within five (5) business days thereafter, except as otherwise permitted by the FMLA and its implementing regulation, and the employee shall have at least fifteen (15) calendar days after the request to provide the certification.

2. Medical certification may be required to affirm the employee's ability to return to work and perform one or more of the essential functions of the job within the meaning of the Americans with Disabilities Act (ADA), after being absent on FMLA leave.

F. Return to Position. Upon return from FMLA leave, the employee shall be returned to the same or equivalent position in the same class and work location, including the same shift or equivalent schedule, unless the Joint Employer and the employee agree in writing to other conditions and terms under which such leave is to be granted.

G. Continuation of Benefits. The use of FMLA leave by eligible employees shall neither enhance nor decrease any rights or benefits normally accrued to salaried employees during a leave with pay or any rights or benefits normally accrued during a leave without pay.

H. If any provision of Section 28.06 (FMLA) is inconsistent with or in contravention of the Family Medical Leave Act of 1993, Public Law 103-3, or the Family and Medical Leave Act Regulations, 29 CFR Part 825, or any subsequently enacted legislation, then such provision shall be superseded by the laws or regulations referenced above, except to the extent that the collective bargaining agreement or any employee benefit program or plan provides greater family or medical leave rights to an eligible employee.

28.07. Parental Leave.

A. An employee shall be granted parental leave not to exceed six (6) months when the employee becomes a biological parent or a child is placed in the employee's home pending adoption; foster care is not covered under parental leave but is provided through the FMLA provisions in accordance with Section 28.06.

B. If an employee plans to use a combination of accrued leave and leave without pay, such request shall include the specific periods for each type of leave requested. Use of accrued leave during an approved period of leave without pay shall be in accordance with Sections 28.11(E).

C. The period of parental leave shall begin no more than two (2) weeks before the expected date of the child's arrival.

1. The Joint Employer or its representatives shall acknowledge to the employee in writing the period of leave to be granted, that such leave counts against the employee's unused FMLA entitlements in accordance with Section 28.06 of this Agreement, and the date of return to employment.

2. At the end of the approved parental leave and at the employee's request, the Joint Employer or its representatives shall grant part-time leave without pay for a period not to exceed one (1) year, unless the Joint Employer or its representatives determine that granting such leave would be inconsistent with the best interests of the Joint Employer.

3. Any illness caused or contributed to by pregnancy shall be treated as a temporary disability and the employee shall be allowed to use accrued sick leave credits and FMLA leave when such temporary disability is certified by a health care provider.

D. Upon agreement between the employee and the Joint Employer, intermittent FMLA leave or a reduced work schedule may be approved for the birth of the employee's child or placement of a child with the employee for adoption in accordance with Section 28.06.

28.08. Leaves Due to Illness/Injury. Illness/Injury is defined as any physical or mental impairment of health, including such an impairment proximately resulting from pregnancy, which does not allow an employee to fully and properly perform the duties of the employee's position. When an employee's illness/injury may be covered by the Americans with Disabilities Act, the provisions of Public Law 101- 336 shall apply.

A. Sick Leave.

1. Accrual of Sick Leave.

a. A full-time employee shall accrue four (4) hours of sick leave for each biweekly pay period, or the number of hours that are directly proportionate to the number of days worked during less than a full-pay period, without limitation as to the total number of hours that may be

accrued.

b. A part-time employee shall accrue sick leave at a rate directly proportionate to the percent of time employed.

c. An employee appointed under Other Personal Services (OPS) shall not accrue sick leave.

2. Uses of Sick Leave.

a. Sick leave shall be accrued before being taken, provided that an employee who participates in a sick leave pool shall not be prohibited from using sick leave otherwise available to the employee through the sick leave pool.

b. Sick leave shall be authorized for the following:

1) the employee's personal illness or exposure to a contagious disease that would endanger others.

2) The employee's personal appointments with a health care provider.

3) The illness or injury of a member of the employee's immediate family, at the discretion of the supervisor. Approval of requests for use of reasonable amounts of sick leave for caring for a member of the employee's immediate family shall not be unreasonably withheld. "Immediate family" means the spouse and the grandparents, parents, brothers, sisters, children, and grandchildren of both the employee and the employee's spouse, or a member of the employee's household.

4) The death of a member of the employee's immediate family, at the discretion of the supervisor. Approval of requests for use of reasonable amounts of sick leave for the death of a member of the employee's immediate family shall not be unreasonably withheld.

c. A continuous period of sick leave commences with the first day of absence and includes all subsequent days until the employee returns to work. For this purpose, Saturdays, Sundays, and official holidays observed by the State shall not be counted unless the employee is scheduled to perform services on such days. During any seven (7) day period, the maximum number of days of sick leave charged against any employee shall be five (5).

d. An employee who requires the use of sick leave should notify the supervisor as soon as practicable.

e. An employee who becomes eligible for the use of sick leave while on approved annual leave shall, upon notifying the supervisor, substitute the use of accrued sick leave to cover such circumstances.

3. Certification. If an employee's request for absence or absence exceeds four (4) consecutive days, or if a pattern of absence is documented, the Joint Employer may require an employee to furnish certification issued by an attending health care provider of the medical reasons necessitating the absence and/or the employee's ability to return to work. If the medical certification furnished by the employee is not acceptable, the employee may be required to submit to a medical examination by a health care provider who is not a Joint Employer staff member which shall be paid for by the Joint Employer. If the medical certification indicates that the employee is unable to perform assigned duties, the Joint Employer or its representatives may place the employee on compulsory leave under the conditions set forth in Section 28.08(C).

4. Transfer of Credits.

a. Upon re-employment by the Joint Employer within 100 days, the full balance of accrued sick leave shall accompany the employee unless the employee has received a lump sum payment for accrued sick leave. If an employee has received such a lump sum payment, the employee may elect in writing, upon re-employment, to restore the employee's accrued sick leave. Such restoration will be effective upon repayment of the full lump sum leave payment.

b. When an employee moves from a position in a governmental entity within Florida to a leave-accruing position within the Joint Employer, the employee may transfer up to two- hundred and forty (240) hours of unused sick leave accrued in the classification and pay plan in which previously employed and for which payment has not been received; however, no more than ninety (90) days may elapse between jobs.

c. When an employee moves to a position within a governmental entity within Florida the transfer of unused sick leave shall be governed by the rules of the plan to which the employee is transferring.

5. Payment for Unused Sick Leave.

a. An employee with less than ten (10) years of state service who separates from state government shall not be paid for any unused sick leave.

b. An employee who has completed ten (10) or more years of state service, has not been found guilty or has not admitted to being guilty of committing, aiding, or abetting any embezzlement, theft, or bribery in connection with state government, or has not been found guilty by a

court of competent jurisdiction of having violated any state law against or prohibiting strikes by public employees, and separates from state government for other than disability reasons, termination, or death, shall be compensated, at the employee's current regular hourly rate of pay rate of pay for one-fourth of all unused sick leave accrued; provided that one-fourth of the unused sick leave does not exceed 480 hours.

c. Upon layoff, with ten (10) or more years of state service, an employee shall be paid for unused sick leave as described in paragraph b above, unless the employee requests in writing that unused sick leave be retained pending re-employment. For an employee who is re-employed by the Joint Employer within twelve (12) calendar months following layoff, all unused sick leave shall be restored to the employee, provided the employee requests such action in writing and repays the full amount of any lump sum leave payments received at the time of layoff. An employee who is not re-employed within twelve (12) calendar months following layoff shall be paid for sick leave in accordance with Section 110.122, Florida Statutes.

d. All payments for unused sick leave authorized by Section 110.122, Florida Statutes, shall be made in lump sum and shall not be used in determining the average final compensation of an employee in any state administered retirement system. An employee shall not be carried on the payroll beyond the last official day of employment, except that an employee who is unable to perform duties because of a FMLA qualifying reason may be continued on the payroll until the FMLA entitlement is exhausted.

e. If an employee has received a lump sum payment for accrued sick leave, the employee may elect in writing, upon re-employment within 100 days, to restore the employee's accrued sick leave. Restoration will be effective upon the repayment of the full lump sum leave payment.

f. In the event of the death of an employee, eligible payments for unused sick leave at the time of death shall be made to the employee's beneficiary, or estate, as provided by law.

B. Job-Related Illness/Injury.

1. An employee who sustains a job-related illness/injury that is compensable under the Workers' Compensation Law shall be carried in full-pay status for a period of medically certified illness/injury not to exceed seven (7) days immediately following the illness/injury, or for a maximum of forty (40) work hours if taken intermittently without being required to use accrued sick or annual leave.

2. If, as a result of the job-related illness/injury, the employee is unable to resume work at the end of the period provided in paragraph (1), above:

a. The employee may elect to use accrued leave in an amount necessary to receive salary payment that will increase the Workers' Compensation payments to the total salary being received prior to the occurrence of the illness/injury. In no case shall the employee's salary and Workers' Compensation benefits exceed the amount of the employee's regular salary payments; or

b. The employee shall be placed on leave without pay and shall receive normal Workers' Compensation benefits if the employee has exhausted all accrued leave in accordance with paragraph (a), above, or the employee elects not to use accrued leave.

3. This period of leave with or without pay shall be in accordance with Chapter 440 (Worker's Compensation), Florida Statutes.

4. If, at the end of the leave period, the employee is unable to return to work and perform assigned duties, the Joint Employer or its representatives should advise the employee, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon a current medical certification by a health care provider prescribed in accordance with Chapter 440 (Workers' Compensation), Florida Statutes, and taking the Joint Employer's needs into account:

a. offer the employee part-time employment;
b. place the employee in leave without pay status or extend such status;
c. request the employee's resignation; or
d. release the employee from employment, notwithstanding any other provisions of this Agreement.

C. Compulsory Leave.

1. Placing Employee on Compulsory Leave.

a. If an employee is unable to perform assigned duties due to illness/injury the Joint Employer or its representatives may require the employee to submit to a medical examination, the results of which shall be released to the Joint Employer, by a health care provider chosen and paid by the Joint Employer, or by a health care provider chosen and paid by the employee, who is acceptable to the Joint Employer or its representatives. Such health care provider shall submit the appropriate medical certification(s) to the Joint Employer.

b. If the Joint Employer agrees to accept the employee's choice of a health care provider, the Joint Employer may not then require another Joint Employer-paid examination.

c. If the medical examination confirms that the employee is unable

to perform assigned duties, the Joint Employer or its representatives shall place the employee on compulsory leave.

2. Conditions of Compulsory Leave.

a. Written notification to the employee placing the employee on compulsory leave shall include the duration of the compulsory leave period and the conditions under which the employee may return to work. These conditions may include the requirement of the successful completion of, or participation in, a program of rehabilitation or treatment, and follow-up medical certification(s) by the health care provider, as appropriate.

b. The compulsory leave period may be leave with pay or leave without pay. If the compulsory leave combines the use of accrued leave with leave without pay, the use of such leave shall be in accordance with Section 28.11(E).

c. If the employee fulfills the terms and conditions of the compulsory leave and receives a current medical certification that the employee is able to perform assigned duties, the Joint Employer or its representatives shall return the employee to the employee's previous duties, if possible, or to equivalent duties.

3. Duration. Compulsory leave, with or without pay, shall be for a period not to exceed the duration of the illness/injury or one year, whichever is less.

4. Failure to Complete Conditions of Compulsory Leave or Inability to Return to Work. If the employee fails to fulfill the terms and conditions of a compulsory leave and/or is unable to return to work and perform assigned duties at the end of a leave period, the Joint Employer or its representatives should advise the employee, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon the Joint Employer's needs:

a. offer the employee part-time employment;
b. place the employee in leave without pay status in accordance with Section
b. 28.11 or extend such status;
c. request the employee's resignation; or
d. release the employee from employment, notwithstanding any other provisions of this Agreement.

28.09. Annual Leave.

A. Accrual of Annual Leave.

1. Only employees employed for twelve (12) months with administrative codes assigned shall accrue annual leave at the rate of 6.769 hours biweekly or

14.667 hours per month (or a number of hours that is directly proportionate to the number of days worked during less than a full-pay period for full-time employees), and the hours accrued shall be credited at the conclusion of each pay period or, upon termination, at the effective date of termination. Employees may accrue annual leave in excess of the year end maximum during a calendar year. Employees with accrued annual leave in excess of the year end maximum as of the last full pay period in December, shall have any excess converted to sick leave on an hour-for-hour basis.

2. Part-time employees appointed for twelve (12) months, with administrative codes assigned, shall accrue annual leave at a rate directly proportionate to the percent of time employed.

3. Academic year employees, employees appointed for less than twelve (12) months, and OPS employees shall not accrue annual leave.

B. Use and Transfer of Annual Leave.

1. Annual leave shall be accrued before being taken, except in those instances where the Joint Employer or its representatives may authorize the advancing of annual leave. When leave has been advanced and employment is terminated prior to the employee accruing sufficient annual leave to credit against the leave that was advanced, the Joint Employer shall deduct from the employee's warrant the cost of any annual leave advanced under this provision. All requests for annual leave shall be submitted by the employee to the supervisor as far in advance as possible and appropriate. Approval of the dates on which an employee wishes to take annual leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental/unit and organizational scheduling.

2. Upon re-employment with the Joint Employer within 100 days, except for re- employment after layoff (see (c) (3), below), the employee may choose to reinstate their annual leave balance by repaying the full lump-sum annual leave payment received.

3. When an employee moves from a position in a governmental entity within Florida to an annual leave-accruing position with the Joint Employer, the employee may transfer up to eighty (80) hours of unused annual leave accrued in the classification and pay plan in which previously employed and for which payment has not been received; however, no more than ninety days may elapse between jobs. .

4. When an annual leave accruing employee moves to a position in state government, the transfer of leave shall be governed by the rules of the plan to which the employee is transferring. Should all unused leave not be transferable, up to forty-four days (352 hours) of the remaining balance shall be paid in lump sum, effective the last day of Joint Employer employment, without affecting other leave benefits.

C. Payment for Unused Annual Leave.

1. Upon termination from an annual leave accruing contract, or transfer from an annual leave accruing contract to an academic year contract, and unless the employee requests the option in (2) below, the Joint Employer shall pay the employee for up to forty-four days (352 hours) of unused annual leave at the calendar year rate the employee was accruing as of the employee's last day of work, provided that a determination has been made by the Joint Employer or its representatives that the employee was unable to reduce the unused annual leave balance prior to termination or reassignment to an academic year contract. All unused annual leave in excess of forty-four days (352 hours) shall be forfeited by the employee.

2. Upon transfer from an annual leave accruing contract to an academic year contract at the Joint Employer, the employee may elect to retain all unused annual leave until such time, not to exceed two (2) years, as the employee transfers back to an annual leave accruing contract or terminates employment with the Joint Employer. Upon such termination or at the end of two (2) years, whichever comes first, the unused leave balance shall be paid in lump sum for up to forty-four days (352 hours) at the annual rate the employee was accruing as of the employee's last day of work on an annual leave accruing contract.

3. Upon layoff, an employee shall be paid for up to forty-four days (352 hours) of unused annual leave in lump sum, unless the employee requests in writing that annual leave credits be retained pending re-employment. For employees who are re-employed by the Joint Employer within twelve (12) calendar months following layoff, all unused annual leave shall be restored to the employee, provided the employee requests such action in writing and repays the full amount of any lump sum leave payment received at the time of layoff. Employees who are not re-employed within twelve (12) calendar months following layoff and who elected to retain their annual leave pending re-employment shall be paid for up to forty-four days (352 hours) of unused annual leave at the calendar rate the employee was accruing as of the employee's last day of work.

4. If an employee has received a lump sum payment for accrued annual leave, the employee may elect in writing, upon re-employment within 100 days, to restore the employee's accrued annual leave. Restoration will be effective upon the repayment of the full lump sum leave payment.

5. In the event of the death of an employee, payment for all unused annual leave at the time of death, up to three hundred forty-four (344) hours, shall be made to the employee's beneficiary, estate, or as provided by law.

28.10 Administrative Leaves.

A. Jury Duty and Court Appearances.

1. An employee who is summoned as a member of a jury panel or subpoenaed as a witness in a matter not involving the employee's personal interests, shall be granted leave with pay and any jury or witness fees shall be retained by the employee; leave granted hereunder shall not affect an employee's annual or sick leave balance.

2. An appearance as an expert witness for which an employee receives professional compensation falls under any applicable provisions of this Agreement as well as the Joint Employer's policies and rules relative to outside employment/conflict of interest. Such an appearance may necessitate the employee requesting annual leave or, if a non-annual leave accruing employee, may necessitate the employee seeking an adjustment of the work schedule.

3. If an employee is required, as a direct result of the employee's employment, to appear as an official witness to testify in the course of any action as defined in Section 92.142(2), Florida Statutes, such duty shall be considered a part of the employee's job assignment, and the employee shall be paid per diem and travel expenses and shall turn over to the Joint Employer any fees received.

4. An employee involved in personal litigation during work hours must request annual leave or, if a non-annual leave accruing employee, must seek an adjustment to the work schedule.

5. Bereavement Leave is provided in the event there is a death in the immediate family of a faculty member. The faculty member is entitled up to two (2) days paid bereavement leave to attend to necessary arrangements and appropriate observances. Bereavement leave shall not cause the faculty member to exceed their appointed hours during the work week. Nothing in this article is intended to preclude faculty members from exercising additional leave rights provided elsewhere in this article, including the use of unpaid leave, in association with bereavement. Immediate family member is defined as spouse, grandparents, parents, brothers, sisters, children and grandchildren of both the employee and the employee's spouse.

B. Military Leave.

1. Short-term Military Training. An employee who is a member of the United States Armed Forces Reserve, including the National Guard, upon presentation of a copy of the employee's official orders or appropriate military certification, shall be granted leave with pay during periods in which the employee is engaged in annual field training or other active or inactive duty for training exercises. Such leave with pay shall not exceed two hundred and forty (240) hours in any one (1) fiscal year (July 1 - June 30).

2. National Guard State Service. An employee who is a member of the Florida National Guard shall be granted leave with pay on all days when ordered to active service by the state. Such leave with pay shall not exceed

thirty (30) days at any one time.

3. Other Military Leave.

a. An employee, except an employee who is employed in a temporary position or employed on a temporary basis, who is drafted, who volunteers for active military service, or who is ordered to active duty (not active duty training) shall be granted leave in accordance with Chapter 43 of Title 38, United States Code. Active military service includes active duty with any branch of the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard of the State of Florida, or other service as provided in Sections 115.08 and 115.09, Florida Statutes.

b. Such leave of absence shall be verified by official orders or appropriate military certification. The first thirty (30) calendar days of such leave shall be with full-pay and shall not affect an employee's annual or sick leave balance. The remainder of military leave shall be without pay unless the employee elects to use accumulated annual leave or appropriate leave as provided in (4) below, or the employer exercises its option under Section 115.14, Florida Statutes, to supplement the employee's military pay. Leave payment for the first thirty (30) days shall be made only upon receipt of evidence from appropriate military authority that thirty (30) days of military service have been completed.

c. Applicable provisions of Federal and State law shall govern the granting of military leave and the employee's re-employment rights.

d. Use of accrued leave is authorized during a military leave without pay.

C. Leave Pending Investigation. When the Joint Employer has reason to believe that the employee's presence on the job will adversely affect the operation of the Joint Employer, the Joint Employer or its representatives may immediately place the employee on leave pending investigation of the event(s) leading to that belief. The leave pending investigation shall commence immediately upon the Joint Employer or its representatives providing the employee with a written notice of the reasons therefor. The leave shall be with pay, with no reduction of accrued leave.

D. Other Leaves Provided Not Affecting Accrued Leave Balances. An employee may be granted other leaves not affecting accrued leave balances which are provided as follows:

1. Florida Disaster Volunteer Leave is provided by Section 110.120, Florida Statutes, for an employee who is a certified disaster service volunteer of the American Red Cross. Leave of absence with pay for not more than fifteen (15) working days in the fiscal year may be provided upon request of the American Red Cross and the employee's supervisor's approval. Leave granted

under this act shall be only for services related to a disaster occurring within the boundaries of the State of Florida.

2. Civil disorder or disaster leave is provided for an employee who is member of a volunteer fire department, police auxiliary or reserve, civil defense unit, or other law enforcement type organization to perform duties in time of civil disturbances, riots, and natural disasters, including an employee who is a member of the Civil Air Patrol or Coast Guard Auxiliary, and called upon to assist in emergency search and rescue missions. Such paid leave not affecting leave balances may be granted upon approval by the Joint Employer or its representatives and shall not exceed two days on any one occasion.

3. Athletic competition leave is provided by Section 110.118, Florida Statutes, for an employee who is a group leader, coach, official, or athlete who is a member of the official delegation of the United States team for athletic competition. Such paid leave not affecting leave balances shall be granted for the purpose of preparing for and engaging in the competition for the period of the official training camp and competition, not to exceed 30 days in a calendar year.

4. Leave for re-examination or treatment with respect to service-connected disability is provided by Section 110.119, Florida Statutes, for an employee who has such rating by the United States Department of Veterans Affairs and has been scheduled to be reexamined or treated for the disability. Upon presentation of written confirmation of having been so scheduled, such leave not affecting the employee's leave balances shall be approved and shall not exceed six (6) calendar days in any calendar year.

E. Official Emergency Closings. The Joint Employer may close Florida State University Schools (FSUS) or portions thereof in accordance with Joint Employer policies and rules relating to natural disasters or other emergencies. Such closings will be only for the period it takes to restore normal working conditions. Leave resulting from such an emergency closing shall not reduce the employee's leave balances.

28.11 Leave Without Pay.

A. Granting. Upon request of an employee, the Joint Employer shall grant a leave without pay for a period not to exceed one year unless the Joint Employer determines that granting such leave would be inconsistent with the best interests of Florida State University Schools (FSUS). Such leave may be extended upon mutual agreement.

B. Salary Adjustment. The salary of an employee returning from uncompensated leave shall be adjusted to reflect all non-discretionary increases distributed during the period of leave. While on such leave, an employee shall be eligible to participate in any special salary incentive programs such as the Teaching Incentive Program.

C. Retirement Credit. Retirement credit for such periods of leave without pay shall be governed by the rules and regulations of the Division of Retirement and the

provisions of Chapter 121, Florida Statutes.

D. Accrual of Leave/Holiday Pay. While on leave without pay, the employee shall retain accumulated sick leave and annual leave, but shall not accrue sick leave or annual leave nor be entitled to holiday pay.

E. Use of Accrued Leave During an Approved Period of Leave Without Pay.

1. Use of accrued leave with pay is authorized during a leave of absence without pay for parental, foster care, medical, or military reasons. Such use of leave with pay is provided under the following conditions:

a. Notwithstanding the provisions of Section 28.08(a) (2) regarding the use of sick leave, an employee may use any type of accrued leave in an amount necessary to cover the employee's contribution to the state insurance program and other expenses incurred by the employee during an approved period of leave without pay for parental, foster care, medical, or military reasons.

b. Normally the use of accrued leave during a period of leave without pay for medical reasons shall be approved for up to six (6) months, but may be approved for up to one year for the serious health condition of the employee or a member of the employee's immediate family.

c. The employer contribution to the state insurance program will continue for the corresponding payroll periods.

2. An employee's request for the use of accrued leave during a period of leave without pay shall be made at the time of the employee's request for the leave without pay. Such request shall include the amount of accrued leave the employee wishes to use during the approved period of leave without pay. If circumstances arise during the approved leave which cause the employee to reconsider the combination of leave with and without pay, the employee may request approval of revisions to the original approval.

28.12 Personal Leave and Personal Sick Leave. An employee may be granted five (5) days (noncumulative) of leave per year for emergencies or for other personal reasons. The use of such leave is subject to approval and based on operational needs. One day shall be administrative leave used in an eight-hour increment and four days shall be personal sick leave which is deducted from accrued sick leave. Personal sick leave may be taken in increments of one hour. Personal leave and personal sick leave may not be used as terminal leave prior to resignation. Except in the case of emergency, the employee shall provide at least two day's notice of the intended leave. Such leave shall not be used on the day immediately preceding or following a holiday. Employees shall not be required to give reasons for personal leave, except that the leave is for personal reasons.

28.13 Professional Development Leave. An employee may be granted paid leave to attend professional development workshops or participate in other professional development

activities which serve to enhance or expand the employee's knowledge and/or skills in their area of instruction or other assignments. This leave must be approved in advance by the supervisor and be recorded on the employee's time sheet to facilitate DOE reporting.

ARTICLE 29

TOTALITY OF AGREEMENT; REOPENING OF AGREEMENT; TERM OF AGREEMENT

29.01. The parties acknowledge that during the negotiations which resulted in this Agreement, the Joint Employer and UFF had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at thereby are set forth in this Agreement. This document shall constitute the entire and sole Agreement between the parties and can only be changed by a written amendment to this Agreement signed by all parties.

29.02. No Obligation to Bargain. The Joint Employer and UFF, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

29.03. Modifications. Nothing herein shall, however, preclude the parties from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

29.04. This agreement shall be effective following ratification, on July 1, 2026 and shall expire on June 30, 2029. The parties agree to reopen Article 17 Compensation on an annual basis. Additionally, each side can reopen up to two (2) articles, provided it delivers notice of intent to reopen to the other party by May 1, 2027 and May 1, 2028.

29.05. The parties agree to negotiate a successor agreement. A notice of intent to bargain will be provided by May 1, 2029.

APPENDIX A

Position Classifications in the Bargaining Unit

All full-time and regular part-time employees of FSU and FSUS in the following position classifications are INCLUDED in the bargaining unit:

University School Professor
University School Associate Professor
University School Assistant Professor
University School Instructor

All full-time and regular part-time employees of FSU and FSUS in the following position classifications are EXCLUDED from the bargaining unit:

University School Director
University School Principal
University School Assistant Principals
Faculty Administrators
- Director of Extended Day Program
- Research Director and
- Teacher Educ Coord
- Director of Accountability

Athletic Director

All other Employees of FSU and FSUS

APPENDIX B

Step 1 Grievance

GRIEVANT	REPRESENTATIVE
NAME: _____	NAME: _____
DEPT: _____	MAILING
GRADE:_____	ADDRESS:_____
OFFICE PHONE: _____	OFFICE PHONE: _____

If Grievant is represented by the UFF or legal counsel, all Joint Employer communications should go to the Grievant's representative.

Other address to which Joint Employer mailings pertaining to grievance shall be sent:

_____
_____
_____
_____

Article(s) and Section(s) of Agreement allegedly violated:

_____
_____

Statement of grievance (must include date of acts or omissions complained of):

_____
_____
_____
_____
_____

Remedy Sought:

_____
_____
_____
_____
_____

I will be represented in this grievance by: (check one - representative must sign on appropriate line):

☐UFF _____

☐Legal Counsel _____

☐Myself _____

I (do)____ (do not)____ want a postponement for up to 30 days to seek informal resolution of this grievance.

I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER JOINT EMPLOYER PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

This grievance was filed with the Director's Office on _____ by (check one):

☐ U.S. mail (certified or registered, restricted delivery, return receipt requested);
☐ Personal delivery;
☐ Other (specify)_____

_____

Signature of Grievant
(Grievant must sign if grievance is to be processed.)

The Step 1 decision shall be transmitted to Grievant's Step 1 Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. A copy of this decision shall be sent to Grievant and the local UFF Chapter if grievant elected self-representation or representation by legal counsel.

****

Date (Received by Florida High): _____

Received by:_____

APPENDIX B (cont.)

Step 2
(Request for Review of Step I Decision)

Date (Received by Director's Office):_____

GRIEVANT	REPRESENTATIVE
NAME: _____	NAME: _____
DEPT: _____	MAILING
GRADE:_____	ADDRESS:_____
OFFICE PHONE: _____	OFFICE PHONE: _____

Date Of Step 1 Decision: _____

Date Step 1 Decision received by Grievant/Grievant's Representative:_____

Article(s) and Section(s) of Agreement allegedly violated (as specified at Step 1):

_____
_____

I hereby request that the Director or his/her designee review the attached decision made in connection with the attached grievance because:

_____
_____
_____
_____
_____

Remedy Sought (if initial filing is at Step 2):

_____
_____

AUTHORIZATION
I am represented in this grievance by: (check one - representative must sign on appropriate line):

□UFF_____
□Legal Counsel _____
□Myself _____

This request for review was filed with the Director's Office on _____ by (check one):

- ☐ U.S. mail (certified or registered, restricted delivery, return receipt requested);
- ☐ Personal delivery;
- ☐ Other (specify)_____

_____
Signature of Grievant
(Grievant must sign if grievance is to be processed.)

A copy of the following documents must be attached to this Request at the time of its filing with the Director or his/her designee or representative:

1. Appendix B - Original grievance form filed with the University.
2. Step 1 Decision
3. All attachments to Step 1 Decision

This request should be sent to:

OFFICE OF THE DIRECTOR
3000 School House Road
Tallahassee, FL 32311

The Step 2 decision shall be transmitted to Grievant's Step 2 Representative (if Grievant is represented by UFF, the decision will be sent to the UFF State Office) by personal delivery with written documentation of receipt or by certified mail, return receipt requested. Copies of this decision shall be sent to Grievant, to counsel for Grievant if represented by counsel, and to the UFF.

****

Date (Received by Director's Office): _____
Received by:_____

APPENDIX B (cont.)

Notice of Arbitration

The Untied Faculty of Florida hereby gives notice of its intent to proceed to arbitration in connection with the decision of the Director's Office dated _____ and received by the UFF State Office on _____ in this grievance of:

NAME: _____

FILE NO.: _____

The following statement of issue(s) before the Arbitrator is proposed:

_____

_____

This notice was filed with the Director's Office on _____ by (check one):

- ☐ U.S. mail (certified or registered, restricted delivery, return receipt requested);
- ☐ Personal delivery;
- ☐ Other (specify)_____

_____
Printed Name of UFF Representative

_____
Signature of UFF Representative

Authorization

I hereby authorize UFF to proceed to arbitration with my grievance. I also authorize UFF and the Joint Employer or its representatives to use, during the arbitration proceedings, copies of any materials in my evaluation file pertinent to this grievance and to furnish copies of the same to the arbitrator.

_____
Signature of Grievant

This notice should be sent to:

OFFICE OF THE DIRECTOR
3000 School House Road
Tallahassee, FL 32311

****

Date (Received by Director's Office): _____
Received by:_____

Appendix C

Proposed Schedule					
Years of Experience	Univ Sch Instructor (10-mo. SAL Annual Rate)	Univ Sch Asst Professor (10-mo. SAL Annual Rate)	Univ Sch Assoc Professor (10-mo. SAL Annual Rate)	Univ Sch Professor (10-mo. SAL Annual Rate)	Yearly Increase
	9019BS	9018BS	9017BS	9016BS	
0	$47,500.00	$50,000.00	$52,500.00	$55,500.00	
1	$47,720.00	$50,220.00	$52,720.00	$55,720.00	$220.00
2	$47,941.00	$50,441.00	$52,941.00	$55,941.00	$221.00
3	$48,163.00	$50,663.00	$53,163.00	$56,163.00	$222.00
4	$48,386.00	$50,886.00	$53,386.00	$56,386.00	$223.00
5	$48,610.00	$51,110.00	$53,610.00	$56,610.00	$224.00
6	$48,835.00	$51,335.00	$53,835.00	$56,835.00	$225.00
7	$49,061.00	$51,561.00	$54,061.00	$57,061.00	$226.00
8	$49,288.00	$51,788.00	$54,288.00	$57,288.00	$227.00
9	$49,516.00	$52,016.00	$54,516.00	$57,516.00	$228.00
10	$49,745.00	$52,245.00	$54,745.00	$57,745.00	$229.00
11	$49,975.00	$52,475.00	$54,975.00	$57,975.00	$230.00
12	$50,206.00	$52,706.00	$55,206.00	$58,206.00	$231.00
13	$50,438.00	$52,938.00	$55,438.00	$58,438.00	$232.00
14	$50,671.00	$53,171.00	$55,671.00	$58,671.00	$233.00
15	$50,905.00	$53,405.00	$55,905.00	$58,905.00	$234.00
16	$51,140.00	$53,640.00	$56,140.00	$59,140.00	$235.00
17	$51,376.00	$53,876.00	$56,376.00	$59,376.00	$236.00
18	$51,613.00	$54,113.00	$56,613.00	$59,613.00	$237.00
19	$51,851.00	$54,351.00	$56,851.00	$59,851.00	$238.00
20	$52,090.00	$54,590.00	$57,090.00	$60,090.00	$239.00
21	$52,330.00	$54,830.00	$57,330.00	$60,330.00	$240.00
22	$52,571.00	$55,071.00	$57,571.00	$60,571.00	$241.00
23	$52,813.00	$55,313.00	$57,813.00	$60,813.00	$242.00
24	$53,056.00	$55,556.00	$58,056.00	$61,056.00	$243.00
25	$53,300.00	$55,800.00	$58,300.00	$61,300.00	$244.00
26	$53,545.00	$56,045.00	$58,545.00	$61,545.00	$245.00
27	$53,791.00	$56,291.00	$58,791.00	$61,791.00	$246.00
28	$54,038.00	$56,538.00	$59,038.00	$62,038.00	$247.00
29	$54,286.00	$56,786.00	$59,286.00	$62,286.00	$248.00
30	$54,535.00	$57,035.00	$59,535.00	$62,535.00	$249.00
31	$54,785.00	$57,285.00	$59,785.00	$62,785.00	$250.00
32	$55,036.00	$57,536.00	$60,036.00	$63,036.00	$251.00
33	$55,288.00	$57,788.00	$60,288.00	$63,288.00	$252.00
34	$55,541.00	$58,041.00	$60,541.00	$63,541.00	$253.00
35	$55,795.00	$58,295.00	$60,795.00	$63,795.00	$254.00

BASE SALARY $47,500.00

ADD TO BASE:

EDUCATIONAL INCREASES	Increase per level	Total increase added to base
Master's	1250	1250
Ed Specialist or 30 additional graduate hours	1000	2250
PHD	1000	3250

PROMOTIONAL INCREASES	Increase per level	Total increase added to base
Asst. Professor	~~2000~~ +500	~~2000~~ 2500
Assoc. Professor	2500	~~4500~~ 5000
Professor	3000	~~7500~~ 8000

Appendix D

FLORIDA STATE UNIVERSITY SCHOOLS

Summative Teacher Annual Evaluation

Teacher Name: School Year:

Supervisor Name: Date Completed:

The final summative evaluation calculation:

Evaluation Categories	Raw Score	Weight	Weighted Scores
Instructional Leadership Score		0.40	
Student Performance Score		0.35	
Individual Professional Learning Plan (IPLP)		0.25	
	Final Summative Score		

A 4.0 Scale is used for all final evaluations. This scale is aligned with four evaluation categories; Highly Effective, Effective, Needs Improvement or Developing, and Unsatisfactory.

Highly Effective	Effective	Needs Improvement or Developing	Unsatisfactory
3.40 – 4.00	2.50 – 3.39	1.40 – 2.49	1.00 – 1.39

Final Summative Performance Level:

____ HE ____E ____NE ____UN

Supervisor Signature: _____ Date: _____

Techer Signature: _____ Date: _____

APPENDIX E

ACADEMIC SUPPLEMENTS	CBA SUPPLEMENT AMOUNT
Team Leader Kindergarten	1800
Team Leader Grade 1	1800
Team Leader Grade 2	1800
Team Leader Grade 3	1800
Team Leader Grade 4	1800
Team Leader Grade 5	1800
Team Leader Special Areas	1300
Dept. Head English Curriculum Leader	1300
Dept Head Math Curriculum Leader	650
Dept Head Math Curriculum Leader	650
Dept. Head Performing Arts	1300
Dept. Head Foreign Lang	1300
Dept. Head Science Curriculum Lead	1300
Dept. Head Visual Arts	1300
Dept. Head Social Studies Curriculum	1300
Dept. Head PE	1300
Dept. Head ESE	1300
Team Leader Grade 7	1800
Team Leader Grade 6	1800
Team Leader Grade 8	1800
Deans	1500
Student Services Director	1500
ACTIVITY SUPPLEMENTS	**CBA SUPPLEMENT AMOUNT**
10th Grade Sponsor	700
11th Grade Sponsor	900
11th Grade Sponsor	900
12th Grade Sponsor	900
12th Grade Sponsor	900
12th Grade Sponsor	900
9th Grade Sponsor	700
Elementary Announcements	700
Secondary Announcements	700
Band	1300
Marching Band	2000
BIG	700
Challenger	350
Challenger	350
Chess Club	700
Chamber Choir	700
Choral	1300
Dance Team	700
Elem Art	700
Elem NHS	700
Elem Science Club	700
Elem Theatre/Showstoppers	700
Engineering	700
English Honors	700
eSports	700
FCA	700
FBLA	700
Future Educators of America	700
GSA	700
HS Brain Bowl	700
HS Student Govt	650
HS Student Govt	650
JNHS	700
Jazz Band	700
K-5 Kids Club	700
K-5 Mini Mu	700
Key Club	700
Latin Club	700
Middle Sch. Student Gov't	700
Military Science	700
Model United Nations	700
MS Art (New)	650
MS Astronaut Challenge	700
MS Brain Bowl	700
MS Math Competition	700
Mu Alpha Theta	700
Musical Play - Director	1150
Musical Play - Music Director	1150
National Art Honor Society	700
National Spanish Honor Society	700
Newspaper	1300
NHS/Brain Bowl	700
Orchestra	1300
Rho Kappa	700
Robotics Club	650
Robotics Club	650
Safety Patrol - Elem	700
Safety Patrol - Elem	700
Science Club	350

APPENDIX E

Science Club	350
Science Club	700
Sewing Club	700
Singing Seminoles	1300
Spanish Club	700
Tech Liaison Elementary	700
Tech Liaison Secondary	700
Thespian	700
Yearbook	1300

SPORT SUPPLEMENTS	POSITION	CBA SUPPLEMENT AMOUNT
Cheerleading	Head Coach	3300
Cheerleading	Asst. Varsity	1628
Cheerleading	JV Head	1347.5
Cheerleading	MS Head	1045
Competitive Cheer	Head Coach	770
Cross Country (Boys)	Head Coach	1512.5
Cross Country (Girls)	Head Coach	1512.5
Football	Head Coach	3300
Football	Def. Coordinator	1628
Football	Off Coordinator	1628
Football	Asst Varsity	1347.5
Football	Asst. Varsity	1347.5
Football	Asst. Varsity	1347.5
Football	Asst. Varsity	1347.5
Football	Head Coach	3300
Football	JV Football	1347.5
Football	JV Football	1347.5
Football	MS Asst.	1045
Football	MS Head	1045
Golf (Boys)	Head Coach	1512.5
Golf (Girls)	Head Coach	1512.5
Swimming (Girls)	Head Coach	1512.5
Swimming (Boys)	Head Coach	1512.5
Volleyball	Head Coach	3300
Volleyball	Asst. Varsity	1628
Volleyball	JV Head	1347.5
Volleyball	MS Head	1045
Basketball (Boys)	Head Coach	3300
Basketball (Boys)	Asst. Varsity	1628
Basketball (Boys)	JV Head	1347.5
Basketball (Boys)	MS Head	1045
Basketball (Girls)	Head Coach	3300
Basketball (Girls)	Asst. Varsity	1628
Basketball (Girls)	JV Head	1347.5
Basketball (Girls)	MS Head	1045
Soccer (Boys)	JV Head	1347.5
Soccer (Boys)	Asst. Varsity	1628
Soccer (Boys)	Head Coach	3300
Soccer (Boys)	MS Head	1045
Soccer (Girls)	Asst. Varsity	1628
Soccer (Girls)	MS Head	1045
Soccer (Girls)	Head Coach	3300
Soccer (Girls)	JV Head	1347.5
Wrestling (Boys)	Head Coach	1512.5
Wrestling (Boys)	Assistant Coach	1045
Wrestling (Girls)	Head Coach	1512.5
Wrestling (Girls)	Assistant Coach	1045
Wrestling	MS Head	950
Baseball	JV Head	1347.5
Baseball	Asst. Varsity	1628
Baseball	Head Coach	3300
Baseball	MS Head	1045
Softball	JV Head	1347.5
Softball	Asst. Varsity	1628
Softball	Head Coach	3300
Softball	MS Head	1045
Tennis (Girls)	Head Coach	1512.5
Tennis (Boys)	Head Coach	1512.5
Track	Asst. Varsity	1628
Track (Girls)	Head Coach	1650
Track (Boys)	Head Coach	1650
Track	JV Head	1347.5
Track	MS Head	1045
Weightlifting	Head Coach	1512.5
Flag Football	Head Coach	1512.5
Flag Football	Assistant	1045
Sand Volleyball	Head Coach	770
Strength & Conditioning	Head Coach	770
Renegage Club	Head Coach	650

APPENDIX F

Professional Employee Compensation

Salary Schedule/Formulas for Performance Pay under F.S. 1012. 22

_____ School Year

GF (Grand Father)	=	x
PE (Pay for Per effective)	=	1.00005x
PHE (Pay for Per Highly Eff.)	=	1.35x

Grandfather Schedule		**Performance Pay Schedule**		
		Factors (2)		
X		1.0005	1.35	
GF		PE	PHE	
# of Employees (1)		# of Employees (1)		
__	+	__	+ __	___
Employees times factor (3)		Employees times factor (3)		
__		__	__	___
Funds available (4)				X (5)
$ _____	Div	$ ___		$ ____

_____ plus benefits has been agreed to using the above formula once evaluations are finalized.

Increase per employee (6)		**Increase per employee (6)**				
GF		**PE**	**PHE**			
$_____		**$_____**	**$_____**			
$ _____	+	$ _____	+ $ _____	=	$ _____	

PE must be between 50% and 75% of PHE

Formula:

1: Determine the number of teachers in each Category:

a) Grandfather (GF)

b) Effective (PE)

c) Highly Effective PHE

2: Determine funding factors for each employee category

3: Multiply the number of teachers in each category by the corresponding factor.

4: Determine the total amount of funds available.

5: Divide the total amount of funds available by the total teacher factor.

6: Multiply the amount determined by the funding ratio for each category to determine base salary increase.

NOTE: THE SALARY AMOUNTS ABOVE ARE APPROXIMATE. FINAL SALARY INCREASES WILL DEPEND ON THE NUMBER OF FACULTY WHO RECEIVE A FINAL RATING OF HIGHLY EFFECTIVE

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COLLECTIVE BARGAINING AGREEMENT

Florida State University

Florida State University Schools, Inc.

United Faculty of Florida

2026-2029

Approved for Florida State University:

Richard McCullough — 9/18/26
Richard McCullough
President, Florida State University
Date

Approved for Florida State University Schools, Inc.:

Signed by:
Darryl Marshall
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8/31/2026 | 2:06 PM EDT
Darryl Marshall
Chair, Florida State University Schools, Inc.
Date

Signed by:
Opal McKinney-Williams
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8/31/2026 | 11:42 AM EDT
Opal McKinney-Williams
FSUS, Inc. Chief Negotiator
Date

Approved for United Faculty of Florida:

DocuSigned by:
Norma Jones
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8/26/2026 | 8:46 PM EDT
Norma Jean Jones
UFF Chief Negotiator
Date