

**TEACHER MASTER CONTRACT**

**between the**

**HARDEE EDUCATION ASSOCIATION/UNITED**

**and the**

**HARDEE COUNTY SCHOOL BOARD**

**July 1, 2021– June 30, 2024**

## **TABLE OF CONTENTS** update if necessary

|  |    |
|--|----|
| ARTICLE 1 - RECOGNITION .....  | 1  |
| Section 1 .....  | 1  |
| Section 2.....   | 1  |
| Section 3.....   | 1  |
| ARTICLE 2 - PURPOSE .....  | 1  |
| ARTICLE 3 - DEFINITIONS .....  | 1  |
| ARTICLE 4 - SCOPE OF BARGAINING .....                                      | 3  |
| Section 1    SCOPE .....   | 3  |
| Section 2    PROCEDURE .....   | 3  |
| Section 3    AGREEMENT .....   | 3  |
| Section 4    RESOLUTION OF IMPASSE .....                                   | 3  |
| ARTICLE 5 - MANAGEMENT RIGHTS .....  | 4  |
| Section 1    RIGHT TO MANAGE .....   | 4  |
| Section 2    OPERATION OF SCHOOL SYSTEM .....                              | 4  |
| ARTICLE 6 - UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS.....                 | 4  |
| Section 1    EMPLOYER INFORMATION.....                                     | 4  |
| Section 2    PAYROLL DEDUCTION.....  | 4  |
| Section 3    UNION MEETINGS AND ACTIVITIES .....                           | 6  |
| Section 4    UNION ACTIVITIES AT WORK LOCATIONS.....                       | 6  |
| Section 5    RELEASE TIME TO CARRY OUT DUTIES .....                        | 7  |
| Section 6    OFFICE SPACE AND EQUIPMENT .....                              | 7  |
| Section 7    BULLETIN BOARDS .....   | 7  |
| Section 8    NEW EMPLOYEE ORIENTATION.....                                 | 7  |
| Section 9    INFORMATION FROM THE BOARD.....                               | 7  |
| Section 10   RIGHT TO REPRESENTATION.....                                  | 7  |
| Section 11   EXCLUSIVITY CLAUSE .....                                      | 8  |
| Section 12   UNION LEAVE.....  | 8  |
| ARTICLE 7 - CHANGES IN PAST PRACTICES/TERMS/CONDITIONS OF EMPLOYMENT ..... | 8  |
| ARTICLE 8 - FAIR PRACTICES .....   | 8  |
| ARTICLE 9 - EMPLOYEE RIGHTS .....  | 8  |
| Section 1    UNION ACTIVITY .....  | 8  |
| Section 2    OFF-JOB CONDUCT .....   | 8  |
| Section 3    EMPLOYEE DEBTS .....  | 9  |
| Section 4    CONTRACT ISSUANCE .....                                       | 9  |
| Section 5    EXTENDED DUTY .....   | 9  |
| Section 6    ADDITIONAL PERIODS .....                                      | 10 |
| Section 7    EMPLOYEES TRANSPORTING STUDENTS .....                         | 10 |
| Section 8    DISCIPLINING EMPLOYEES IN PUBLIC.....                         | 10 |
| Section 9    DUE PROCESS IN SUSPENSIONS OR TERMINATIONS .....              | 10 |
| Section 10   EMPLOYMENT INFORMATION .....                                  | 10 |
| Section 11   EXPERIENCE CREDIT .....                                       | 10 |
| Section 12   NOTICE OF NON-RENEWAL .....                                   | 11 |
| Section 13   CLASSROOM INTERRUPTIONS .....                                 | 11 |
| Section 14   INSTRUCTIONAL MATERIALS .....                                 | 12 |
| Section 15   ACCESS TO SCHOOL FACILITIES.....                              | 12 |
| Section 16   OPENING DAY .....   | 12 |
| Section 17   CLASS SIZE .....  | 12 |
| Section 18   TEACHING ASSIGNMENT .....                                     | 12 |
| Section 19   WORKDAY .....   | 12 |
| Section 20   PRE/POST SCHOOL CONFERENCE DAYS .....                         | 12 |
| Section 21   DUTY SCHEDULE .....   | 12 |
| Section 22   ADMINISTRATIVE ASSIGNMENTS .....                              | 13 |
| Section 23   STUDENT TEACHER/INTERN .....                                  | 13 |
| Section 24   SUBSTITUTES .....   | 13 |
| Section 25   LONG TERM SUBSTITUTES.....                                    | 13 |
| Section 26   SUPPLIES AND EQUIPMENT .....                                  | 13 |
| Section 27   MEDICAL PROCEDURES .....                                      | 13 |

|              |   |    |
|--------------|---|----|
| Section 28   | STANDING COMMITTEES .....                         | 14 |
| ARTICLE 10 - | OCCUPATIONAL SAFETY AND HEALTH .....              | 15 |
| ARTICLE 11 - | PERSONNEL RECORD .....                            | 15 |
| Section 1    | MAINTENANCE .....                                 | 15 |
| Section 2    | ACCESS TO FILES .....                             | 15 |
| Section 3    | MATERIAL TO BE PLACED INTO FILES .....            | 15 |
| Section 4    | PROCEDURES FOR INCLUSION IN PERSONNEL FILES ..... | 15 |
| Section 5    | EMPLOYEE RESPONSE .....                           | 16 |
| Section 6    | ANONYMOUS MATERIALS .....                         | 16 |
| Section 7    | EXAMINATION AUTHORIZED BY EMPLOYEE .....          | 16 |
| Section 8    | EXAMINATION UNAUTHORIZED BY EMPLOYEE .....        | 16 |
| Section 9    | COMPLAINTS .....                                  | 16 |
| ARTICLE 12 - | PERFORMANCE EVALUATION AND PERFORMANCE PAY .....  | 16 |
| Section 1    | OFFICIAL EVALUATION SYSTEM .....                  | 16 |
| Section 2    | COPIES OF ASSESSMENT .....                        | 17 |
| Section 3    | PERFORMANCE ASSESSMENT .....                      | 17 |
| Section 4    | PERFORMANCE PAY PLAN .....                        | 17 |
| Section 5    | DIFFERENTIATED PAY PLAN .....                     | 17 |
| ARTICLE 13 - | TEACHER ASSIGNMENTS AND TRAVEL .....              | 19 |
| Section 1    | SALARY/STATUS .....                               | 19 |
| Section 2    | INTER-SCHOOL TRAVEL .....                         | 19 |
| Section 3    | AUTHORIZED TRAVEL .....                           | 19 |
| Section 4    | OUT-OF-COUNTY TRAVEL .....                        | 19 |
| Section 5    | MILEAGE .....                                     | 19 |
| ARTICLE 14 - | VACANCIES/TRANSFERS/PROMOTIONS .....              | 19 |
| Section 1    | VACANCIES .....                                   | 19 |
| Section 2    | PROCEDURE FOR VOLUNTARY TRANSFERS .....           | 20 |
| Section 3    | PROCEDURE FOR INVOLUNTARY TRANSFERS .....         | 20 |
| Section 4    | PROMOTIONS .....                                  | 21 |
| Section 5    | RELEASE DAYS FOR PREPARATION .....                | 21 |
| Section 6    | MAXIMUM UTILIZATION OF PERSONNEL .....            | 21 |
| ARTICLE 15 - | REDUCTION IN FORCE/RECALL .....                   | 23 |
| Section 1    | PLACEMENT PROCEDURE .....                         | 23 |
| Section 2    | RECALL PROCESS .....                              | 25 |
| Section 3    | BENEFITS .....                                    | 25 |
| Section 4    | VACANT POSITIONS .....                            | 26 |
| ARTICLE 16 - | TEACHER DUTY DAY .....                            | 26 |
| Section 1    | WORK DAY/WORK YEAR .....                          | 26 |
| Section 2    | DUTY FREE LUNCH .....                             | 26 |
| Section 3    | CONFERENCES .....                                 | 26 |
| Section 4    | EXTENSION OF DUTY DAY .....                       | 27 |
| Section 5    | PLANNING TIME .....                               | 27 |
| Section 6    | NUMBER OF PREPARATIONS .....                      | 27 |
| ARTICLE 17 - | EVALUATION OF STUDENTS .....                      | 27 |
| Section 1    | RESPONSIBILITY OF MAINTAINING GRADES .....        | 27 |
| Section 2    | GRADE CHANGES .....                               | 27 |
| ARTICLE 18 - | STUDENT DISCIPLINE AND CONTROL .....              | 28 |
| Section 1    | GENERAL RESPONSIBILITY .....                      | 28 |
| Section 2    | PHYSICAL CONTACT .....                            | 28 |
| Section 3    | REFERRAL TO PRINCIPAL .....                       | 28 |
| Section 4    | SCHOOL CENTER DISCIPLINARY PROCEDURE .....        | 29 |
| Section 5    | SPECIAL ASSISTANCE .....                          | 29 |
| Section 6    | VIOLENT STUDENT .....                             | 29 |
| Section 7    | ASSAULT AND/OR BATTERY .....                      | 29 |
| Section 8    | MAINTAINING STUDENT DISCIPLINE .....              | 30 |
| Section 9    | DISRUPTIVE STUDENT BEHAVIOR .....                 | 30 |
| ARTICLE 19 - | PROFESSIONAL ENHANCEMENT .....                    | 31 |
| Section 1    | LEAVE FOR UNION PRESIDENT .....                   | 31 |

|              |   |                                     |
|--------------|---|-------------------------------------|
| Section 2    | CALENDAR COMMITTEE .....                                      | 32                                  |
| Section 3    | PROFESSIONAL DEVELOPMENT .....                                | 32                                  |
| Section 4    | READING ENDORSEMENT FOR TEACHERS .....                        | 32                                  |
| ARTICLE 20 - | SUMMER SCHOOL PARTICIPANTS .....                              | 33                                  |
| Section 1    | SICK LEAVE EARNED .....                                       | 33                                  |
| Section 2    | SALARY .....  | 33                                  |
| Section 3    | PAY CHECKS .....  | 33                                  |
| Section 4    | EMPLOYMENT .....  | 33                                  |
| ARTICLE 21 - | PAID/UNPAID LEAVES .....                                      | 34                                  |
| Section 1    | SICK LEAVE .....  | 34                                  |
| Section 2    | SICK LEAVE FOR USE BY FAMILY/NON-FAMILY MEMBER DONATION ..... | 34                                  |
| Section 4    | SICK LEAVE BANK .....   | 35                                  |
| Section 5    | TRANSFER OF ACCUMULATED SICK LEAVE .....                      | 35                                  |
| Section 6    | PERSONAL LEAVE .....  | 35                                  |
| Section 7    | ILLNESS-IN-THE-LINE-OF-DUTY LEAVE .....                       | 35                                  |
| Section 8    | TEMPORARY DUTY DAYS .....                                     | 36                                  |
| Section 9    | LEAVE FOR LEGAL COMMITMENTS AND TRANSACTIONS .....            | 36                                  |
| Section 10   | MILITARY LEAVE .....  | 37                                  |
| Section 11   | UNPAID LEAVE .....  | 38                                  |
| Section 12   | MATERNITY/CHILD CARE/ADOPTION/PARENTING LEAVE .....           | 38                                  |
| Section 13   | PROFESSIONAL LEAVE DURING PRE-AND POST-PLANNING PERIODS ..... | 38                                  |
| Section 14   | RETIREMENT CREDIT .....                                       | 38                                  |
| Section 15   | INSURANCE COVERAGE .....                                      | 38                                  |
| Section 16   | EXPERIENCE CREDIT .....                                       | 39                                  |
| Section 17   | NOTIFICATION OF RETURN .....                                  | 39                                  |
| Section 18   | CONTRACT STATUS .....   | 39                                  |
| Section 19   | DURATION OF LEAVE .....                                       | 39                                  |
| Section 20   | SABBATICAL LEAVE .....  | 39                                  |
| Section 21   | EMERGENCY HURRICANE LEAVE .....                               | 39                                  |
| ARTICLE 22 - | DISCIPLINARY ACTIONS .....                                    | 41                                  |
| Section 1    | ACTIONS COVERED .....   | 41                                  |
| Section 2    | REVIEW OF INFORMATION .....                                   | 41                                  |
| Section 3    | INFORMATION PROVIDED .....                                    | 41                                  |
| Section 4    | TIME TO PREPARE .....   | 41                                  |
| Section 5    | PREVIOUS ACTS .....   | 41                                  |
| Section 6    | JUST CAUSE .....  | 41                                  |
| Section 7    | REMOVAL OF REPRIMANDS FROM SITE FILE .....                    | 42                                  |
| Section 8    | REMOVAL OF LETTERS OF REPRIMAND .....                         | 42                                  |
| Section 9    | PROCEDURE FOR POSSIBLE DISMISSAL .....                        | 42                                  |
| ARTICLE 23 - | GRIEVANCE PROCEDURE .....                                     | 43                                  |
| Section 1    | DEFINITIONS .....   | 43                                  |
| Section 2    | PROCEDURE .....   | 43                                  |
| Section 3    | RULES .....   | 45                                  |
| ARTICLE 24 - | TERMINAL PAY AND EARLY RETIREMENT .....                       | 47                                  |
| Section 1    | TERMINAL PAY .....  | 47                                  |
| Section 2    | DEFERRED RETIREMENT OPTION PROGRAM (DROP) .....               | 47                                  |
| Section 3    | RETURN FROM DEFERRED RETIREMENT OPTION PROGRAM (DROP) .....   | 48                                  |
| Section 4    | RETIREMENT INCENTIVE COMMITTEE .....                          | 48                                  |
| ARTICLE 25 - | INSURANCE .....   | 49                                  |
| Section 1    | INSURANCE .....   | <b>Error! Bookmark not defined.</b> |
| Section 2    | INSURANCE REVIEW COMMITTEE .....                              | <b>Error! Bookmark not defined.</b> |
| Section 3    | INSURANCE COVERAGE .....                                      | <b>Error! Bookmark not defined.</b> |
| Section 4    | COBRA PROVISIONS .....  | <b>Error! Bookmark not defined.</b> |
| Section 5    | EMPLOYEE ASSISTANCE PROGRAM .....                             | <b>Error! Bookmark not defined.</b> |
| ARTICLE 26 - | SALARIES .....  | 53                                  |
| Section 1    | SALARY SCHEDULE .....   | 53                                  |
| Section 2    | METHOD OF PAYMENT .....                                       | 53                                  |
| Section 3    | PRE-TAX DOLLAR EXEMPTION .....                                | 54                                  |

|   |    |
|---|----|
| ARTICLE 27 - MISCELLANEOUS .....                                      | 55 |
| Section 1    MODIFICATION OF AGREEMENT .....                          | 55 |
| Section 2    SEVERABILITY CLAUSE .....                                | 55 |
| Section 3    PRODUCTION OF EDUCATIONAL MATERIALS .....                | 55 |
| Section 4    ABSENCES .....   | 55 |
| Section 5    FINGERPRINTING .....                                     | 55 |
| Section 6    PAYROLL DEDUCTION SLOTS .....                            | 55 |
| ARTICLE 28 - EFFECT OF AGREEMENT .....                                | 56 |
| Section 1 .....   | 56 |
| Section 2 .....   | 56 |
| ARTICLE 29 - MULTI-YEAR PROVISIONS .....                              | 56 |
| Section 1    CONTRACT TERM .....                                      | 56 |
| Section 2    MONETARY ITEMS .....                                     | 56 |
| Section 3    MUTUAL CONSENT .....                                     | 56 |
| Section 4    ITEM DEFINITION .....                                    | 56 |
| ARTICLE 30 - DURATION OF AGREEMENT .....                              | 57 |
| APPENDIX A - SICK LEAVE BANK .....                                    | 58 |
| Section 1    PURPOSE .....  | 58 |
| Section 2    INITIAL MEMBERSHIP REQUIREMENTS .....                    | 58 |
| Section 3    WITHDRAWAL PROCEDURES .....                              | 59 |
| Section 4    MAXIMUM NUMBER OF DAYS .....                             | 59 |
| Section 5    APPEAL PROCEDURE .....                                   | 59 |
| Section 6    MAINTENANCE OF THE SICK LEAVE BANK .....                 | 59 |
| Section 7    DURATION OF AGREEMENT .....                              | 60 |
| Section 8    BOARD REVIEW .....                                       | 60 |
| Appendix B - JOB SHARING .....  | 61 |
| Section 1    PURPOSE .....  | 61 |
| Section 2    JOB SHARING DEFINITION .....                             | 61 |
| Section 3    DISTRICT JOB SHARING COMMITTEE .....                     | 61 |
| Section 4    ELIGIBILITY CRITERIA .....                               | 61 |
| Section 5    CONDITIONS OF EMPLOYMENT .....                           | 62 |
| Section 6    COMPUTATION OF SALARY FOR JOB SHARING PARTICIPANTS ..... | 63 |
| Section 7    EVALUATION CRITERIA .....                                | 64 |

## **ARTICLE 1 - RECOGNITION**

### **Section 1**

The School Board of Hardee County (Board), Florida, recognizes the Hardee Education Association/United (Union) as the exclusive collective bargaining representative of all certified, instructional employees in the bargaining unit certified by the Florida Public Employees Relations Commission in Case No. 8H-RA-754-1054, Certification No. 52.

### **Section 2**

The Union recognizes that the Superintendent or his/her designee is the collective bargaining representative of the Board. The Union and the Board mutually recognize that bargaining is conducted solely and exclusively by the representatives as defined in Section 1 of this Article.

### **Section 3**

All positions in paragraph 1, filled or unfilled, shall remain bargaining unit positions unless or until the parties jointly agree to exclude a position.

## **ARTICLE 2 - PURPOSE**

The purpose of this contract is to define the terms and conditions of employment reached through collective bargaining between the Hardee County School District and the collective bargaining agent of the teachers who are employed in the district.

## **ARTICLE 3 - DEFINITIONS**

|  |  |
|--|--|
| <b>ADMINISTRATOR/<br/>DIRECTOR<br/>BASIC<br/>QUALIFICATIONS<br/>BOARD/EMPLOYER<br/>(CLASSROOM)<br/>TEACHER</b> | <p>An employee of the Board who is excluded from the bargaining unit and who is paid on the administrative salary schedule.</p> <p>Basic qualifications are the qualifications required in the most recent job description.</p> <p>The School Board of Hardee County, Florida, or its designee.</p> <p>Generic term used to describe and/or qualify instructional personnel as outlined in Florida School Laws, State Statute 1012.01 Section 2 a-d of this Agreement. Those positions not specifically included by table are considered by logical presumption of the generic term included in the unit (i.e.: media specialist, librarian, registrar, etc.) unless specifically excluded by PERC or by Agreement of the Parties.</p> |
| <b>CONTINUOUS<br/>SERVICE</b>  | <p>Non-interrupted service to the Hardee County School System from the first day of service to any implementation of this Agreement. Absence from service by an approved School Board leave shall not be deemed an interruption in continuous service.</p>   |
| <b>DATE OF HIRE</b>  | <p>The effective starting date as designated on the employees PAF form shall be considered the employee's official date of hire. In</p>  |

|  |   |
|--|---|
|  | cases of ties regarding date of hire, the date and time of receipt of the application shall apply. In cases where no time stamp exists, ties shall be broken by a coin toss.  |
| <b>DOE</b>                               | State Department of Education   |
| <b>DISCIPLINE</b>                        | Any action remedial or adverse in nature directed toward an employee.   |
| <b>EARLY RETURN EMPLOYEE</b>             | Return from leave prior to original time requested.<br>A member of the bargaining unit as defined in Article 1 unless otherwise indicated.  |
| <b>FULL-TIME EMPLOYEE FMCS</b>           | An employee who is regularly scheduled to work twenty (20) or more hours per week.<br>The Federal Mediation and Conciliation Service which provides mediation services as directed by PERC.   |
| <b>MAY</b>                               | Used to denote a contingency, purpose or result which is optional or discretionary.   |
| <b>PARTIES</b>                           | Includes both the School Board and the Union (HEA/U).   |
| <b>PAYCHECK</b>                          | Regular salary warrant issued by the Hardee County School Board.  |
| <b>PERC</b>                              | Public Employees Relations Commission, referred to as the "commission" created and responsible for the administration of Florida Law Chapter 447 Labor Organizations Part I General Provisions and Part II Public Employees concerning the rules and procedures regarding employer/employee rights and responsibilities. The chief administrator of a school/work site or his/her designee. |
| <b>PRINCIPAL/SITE SUPERVISOR</b>         |   |
| <b>REGULAR WORK WEEK</b>                 | The regular work week shall be Monday through Friday unless otherwise indicated in this Agreement. Any change in regular work week will require negotiations between the Superintendent/designee and Union according to Ch. 447.  |
| <b>REDUCTON IN FORCE(RIF)</b>            | A reduction in force is said to exist when the number of personnel within any given job or salary classification is reduced by the School Board   |
| <b>REQUESTED LEAVE</b>                   | The amount of time requested in the initial application.  |
| <b>EDUCATIONAL SUPPORT PROFESSIONALS</b> | Generic term used to describe and/or qualify classified personnel as outlined in Article 1 of Educational Support Professional Master Contract.   |
| <b>SENIOR REPRESENTATIVE</b>             | The primary representative/designee as designated by the Union.   |
| <b>SENIORITY</b>                         | Years of experience in the Hardee County School System. Followed by years of experience in subject area or grade level. Followed by years of experience at assigned worksite.   |
| <b>SHALL</b>                             | Used to denote command, compulsion or inevitability.  |
| <b>SUPERINTENDENT</b>                    | The Superintendent of Schools or designee.  |
| <b>TRANSFER</b>                          | Any change in teaching assignment from one worksite to another worksite.  |
| <b>UNION-HEA/United</b>                  | The Hardee Education Association/United which is the sole bargaining agent for the teachers of Hardee County, Florida.  |
| <b>WILL</b>                              | Used to denote probability or expectation; likelihood.  |

**WORKDAY**

A duty day of the employee unless otherwise indicated in this Agreement.

**ARTICLE 4 - SCOPE OF BARGAINING**

**Section 1 SCOPE**

The subject of collective bargaining between the Board and the Union shall be wages, hours, terms and conditions of employment of the employees.

**Section 2 PROCEDURE**

The Superintendent and the Union shall meet at reasonable times to negotiate in good faith and to execute a written contract with respect to agreements reached concerning the terms and conditions of employment.

**Section 3 AGREEMENT**

- A. Upon completion of collective bargaining between the Superintendent and the Union, the collective bargaining agreement shall become binding only after it has been ratified by the bargaining unit and approved by the Board.
  
- B. The School Board agrees to print copies of the contract and to provide all current teachers, and teachers hired in subsequent years covered by this Agreement an online copy within ten days after ratification copy plus furnish the Union with thirty (30) Master Teacher Contracts. The agreed upon contract will be submitted for printing within ten (10) days of ratification. The contracts shall be delivered to the Union within forty-five (45) calendar days of ratification.
  
- C. Each Party shall bear the full cost of its participation in collective bargaining sessions. Both Parties will agree to schedule such activities as not to interfere with instruction of students. In the event that a collective bargaining session becomes necessary during the regular work day, that time spent by employees during work hours shall be without loss of salary and fringe benefits. It will not be used in any negative manner against said employees.

**Section 4 RESOLUTION OF IMPASSE**

**A. Mediation**

In the event that an impasse is reached by the Parties during the course of negotiations, either Party may direct a request to the Federal Mediation and Conciliation Services (FMCS) setting forth the date the impasse was reached and a statement as to the nature of the item or items at impasse. Both Parties agree to meet with the mediator selected according to the rules of the FMCS and to attempt to reach agreement by good faith negotiations as rapidly as possible (Florida Statutes, Chapter 447.403 (1)). Should the FMCS decline to assert jurisdiction over a dispute, either Party



may request a mediator from the Public Employee Relations Commission (PERC Rule 500.4).

**B. Special Magistrate**

In the event that mediation fails to resolve the impasse or a collective bargaining agreement is not reached, the impasse shall go to a Special Magistrate (Florida Statutes, Chapter 447.403, 447.405, 448.407 and 447.409).

**ARTICLE 5 - MANAGEMENT RIGHTS**

**Section 1 RIGHT TO MANAGE**

Management retains and reserves the right to manage and control its business, its equipment, and its operations; adopt rules and policies; determine qualifications and assignments of employees; direct its personnel; determine the number of employees and schedule their work; discipline employees for just cause; direct the working forces, including hiring, evaluating, promoting, suspending, discharging, transferring, and laying off employees, as long as there is no conflict with the other provisions of this contract.

**Section 2 OPERATION OF SCHOOL SYSTEM**

The Board is legally responsible for the operation of the school system within the boundaries of the school district and the Board has the authority to discharge all of its responsibilities as long as such authority does not conflict with the other provisions of this contract.

**ARTICLE 6 - UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS**

**Section 1 EMPLOYER INFORMATION**

- A. The Board agrees to furnish to HEA/United without charge upon request information which is considered "public record" as well as information that may be necessary to process any grievance or complaint. Should the request for a computer generated report or program result in added cost to the Board, the Union shall agree to pay reasonable costs incurred.
- B. The President of the Union or his/her designee, who is authorized to speak on behalf of the Union, shall be authorized to attend each public meeting of the School Board without loss of pay. With the exception of certain confidential information as defined in Florida Statutes, the Board shall furnish to the Union the same agenda and support materials as are received by the individual Board members. These materials shall be made available to the Union at the same time as they are distributed to the Board members. The Union representative shall also receive any materials distributed during the meeting.

**Section 2 PAYROLL DEDUCTION**

- A. A member of the bargaining unit may present written authorization to the Board to deduct Union dues from his/her salary. Union dues deducted shall be apportioned equally according to the number of pay periods

affecting categories of employees. Each authorization shall be effective until the earlier of the two following occurrences:

1. Loss of certification as the bargaining agent for the employees covered by this contract.
  2. Thirty (30) days after written notice of revocation of authorization by the employee to the Union and the Board. It will be the responsibility of the employee to secure the proper form from the Union for this purpose.
  3. No member shall have their membership terminated without authorization of the employee and the Union. This shall include, but not limited to long-term leave or other unpaid leave. The member shall be reinstated upon return to work. The school board shall notify the Union whenever a member is on unpaid status.
- B. Upon receipt of authorization, the Board will deduct fees from the employee's pay. The Board will collect and transmit the funds to the Union within ten (10) days following collection except in the case of reasonable delay.
- C. Changes in the dues structure shall be implemented only with written notification from the Union. A minimum notice of fifteen (15) days prior to the effective date will be required.
- D. The Union, its officers, agents and members will hold the Board and its agents harmless for the cost of results of any action which may be brought by any of its members, groups of members or agencies of law with respect to the use or disposition of said funds after they have been transmitted to the Union.

### **Section 3 UNION MEETINGS AND ACTIVITIES**

- A. Upon ratification of the Agreement, the Union shall have the authority and the Board shall approve release time for all bargaining unit members to provide a contract briefing while they are in duty status. This will be accomplished at a mutually agreeable date and time.
- B. Upon mutual agreement between Principal/Site Supervisor and the Union representative, the Union may use Board facilities and equipment for meetings. Such meetings are to be conducted after the students are dismissed from their school day. The Union will indemnify, defend and hold the Board harmless against any and all claims, demands, duties or other forms of liability that may result from the use of such facilities and equipment. The Union shall be responsible for any damage occurring to the facility or equipment.
- C. The Senior Representative or designee shall be allowed to call a Union meeting, upon mutual agreement of Principal/Site Supervisor and a Union representative at the close of any faculty/staff meeting, provided that such meetings do not infringe upon student instructional time. Attendance at such union meetings shall be voluntary.

### **Section 4 UNION ACTIVITIES AT WORK LOCATIONS**

- A. The Principal and on-site Union Representative will agree upon sites and times where union business may be conducted.
- B. The use of non-instructional school time shall be for the purpose of clarifying and/or enforcing this Agreement consistent with applicable statutes or for the purpose of otherwise communicating with employees providing that the Representative shall conduct such visits in a manner which does not interfere with or interrupt the instructional program or classroom activities and duties of any employee.
- C. Duly authorized representatives of the Union and its respective affiliates shall be permitted to visit work locations to transact Union business provided they make themselves known to the building supervisor/principal and that they do not interfere with or disrupt normal school operations.
- D. The Union shall have the right to use intra-school mailboxes and the district electronic mail system for distribution of materials relating to Union business. Every employee shall be assigned a District e-mail address. Any use of the inter-school mail delivery service will be according to applicable U.S. Postal System Code.
- E. Public address systems and other means of communication which are available within the worksite may be utilized by the Union upon approval of the supervisor/designee provided that this shall not interfere with normal school operations.

**Section 5 RELEASE TIME TO CARRY OUT DUTIES**

The Senior Representative or designee will be relieved from duty at times mutually agreed to by the Parties in order to carry out those responsibilities associated with this Agreement.

**Section 6 OFFICE SPACE AND EQUIPMENT**

The employer agrees to allow the Worksite Union Representative to utilize space in his/her work area for a file cabinet (provided by the Union) to protect the confidentiality of Union records. The Building Representative shall notify the Principal/Site Supervisor where and when this is to be implemented.

**Section 7 BULLETIN BOARDS**

The Union may post information in work locations on a designated bulletin board maintained by the Union. Location of the boards will be determined through agreement with the Principal/Site Supervisor.

**Section 8 NEW EMPLOYEE ORIENTATION**

The Union and Board will jointly coordinate new employee orientation at mutually agreed times.

**Section 9 INFORMATION FROM THE BOARD**

- A. The Board shall provide the Union announcements of vacancies as they are posted. Also, the Board shall provide the Union with any newly created positions and/or deletions as they become known.
- B. The Board shall provide the Union with a copy of School Board Rules. Copies of changes to the rules will be provided through the School Board Meeting packets.

**Section 10 RIGHT TO REPRESENTATION**

- A. Notification
  - 1. No disciplinary action may result from a meeting between an employee and his/her supervisor and/or other administrative official, unless the employee is advised that such a meeting is for the purpose of discussing discipline or potential discipline and the employee is allowed Union representation if he/she so desires.
  - 2. When the meeting between an employee and his/her supervisor is to be disciplinary, the supervisor shall give a minimum of twenty four (24) hours notice to the employee. His/her notice shall also include the topic for discussion and facts used as the basis for such disciplinary action.
- B. Representation
  - 1. The employee has the right at any time to terminate a conference or hearing in which he/she has no representation in order to secure timely representation.
  - 2. The Union retains the right to represent all employees of the bargaining unit consistent with applicable statutes.

**Section 11 EXCLUSIVITY CLAUSE**

Only the exclusive bargaining agent, HEA/United, shall have the right to enforce this Agreement and hold Union meetings or group activities on school grounds for Union purposes. The use of district facilities requires mutual agreement of the Principal/Site Supervisor and the Union Representative.

**Section 12 UNION LEAVE**

Each school year, the Union shall receive fifteen (15) days of paid leave. Personnel designated by the Union to use these days shall do so without loss of pay or benefits and shall not be eligible for travel expenses or per diem from the Board. Normal leave procedure shall be followed.

**ARTICLE 7 - CHANGES IN PAST PRACTICES/TERMS/CONDITIONS OF EMPLOYMENT**

The Parties shall continue past practices, terms, and conditions of employment unless said practices, terms, and conditions of employment have been altered within the confines of this Agreement.

**ARTICLE 8 - FAIR PRACTICES**

- A. There shall be no discrimination by the Board or Union against employees because of race, creed, age, sex, marital status, disability, national origin, religion, political belief and/or professional affiliation.
- B. An understanding will exist between the School board and HEA/United that upon the Board's receipt of its completed and revised Board Policy Manual a mutual agreement exists to reopen this issue. The Board will distribute a copy of the revised Board policy to the Union and an agreeable date for beginning negotiations on this article will be set at that time.

**ARTICLE 9 - EMPLOYEE RIGHTS**

**Section 1 UNION ACTIVITY**

Consistent with Florida Statutes, Chapter 447, each employee of the bargaining unit has the right, freely and without fear of penalty or reprisal, to form, join and assist the Union or to refrain from any such activity; and each employee shall be protected in the exercise of this right. The Employer agrees that the right to assist the Union extends to participation in the management of the Union and acting for the Union in the capacity of Union Representative.

**Section 2 OFF-JOB CONDUCT**

Consistent with Section 1012.33 of Florida Statutes and related sections, an employee's off-the-job conduct shall not result in disciplinary action as defined by the contract, unless such conduct impairs his/her effectiveness as an employee.

**Section 3 EMPLOYEE DEBTS**

There will be no disciplinary action against an employee because of debt complaint, and the employer shall not assist the creditor in collecting the debt, unless required by applicable Statutes and/or court order.

**Section 4 CONTRACT ISSUANCE**

**A. Contract Status**

1. Beginning July 1, 2011 all newly hired teachers shall be granted a probationary contract consistent with applicable state statute.
2. Probationary contract employees will be eligible for an Annual Contract after one year of satisfactory performance.
3. Any teacher who holds a Professional Services Contract or a Continuing Contract shall continue to hold such a contract until such time as the teacher requests and is granted placement on the Teacher's Performance Pay Salary Schedule, has his/her contract terminated for just cause, resigns, retires, or is laid off and not recalled prior to his/her recall rights expiring.
4. All current holders of Annual Contracts shall remain on Annual Contracts for so long as they are employed here or until laws affecting Annual Contracts are changed.
5. To the extent allowed by law, an Annual Contract teacher who receives less than Effective rating on both parts of his/her most summative evaluation, i.e. receives a Needs Improvement, or Ineffective rating, may, at the discretion of the Superintendent or designee, have his/her contract renewed for the forthcoming work year.

B. Employees hired after October 14 shall be issued the appropriate contract no later than the fifteenth (15) day of employment following Board action provided that supportive data is on file or provided that the teachers can furnish evidence that supportive data has been requested.

C. Application for changes in rank shall be submitted by September 1. If appropriate data is received before December 1, any additional compensation shall be given retroactively.

D. If a change in rank occurs following September 1, the employee must submit the change in rank and the appropriate data within thirty (30) days. Prorated compensation, effective from the date of change or rank, will be distributed in the regular payroll over the remainder of the school year.

**Section 5 EXTENDED DUTY**

A. Employees shall not be required to attend any meetings after the normal workday.

- B. Employees shall not be required to participate in any activities beyond the normal workday other than on a voluntary basis.

**Section 6 ADDITIONAL PERIODS**

Teachers shall be paid their regular hourly rate of pay when assuming an extra period of scheduled instructional duties over an extended period of time, during their planning time during the course of a regular workday. Planning time is the teacher's responsibility.

**Section 7 EMPLOYEES TRANSPORTING STUDENTS**

Employees shall not be required to transport students in their private vehicles. Employees who volunteer to transport students in their private vehicles do so with the understanding that the Hardee County School Board may not hold the employee harmless for the costs of results of any accident or act of negligence occurring while the employee is transporting said student(s).

**Section 8 DISCIPLINING EMPLOYEES IN PUBLIC**

Administrators will not discipline employees in the presence of students, parents, other faculty, staff members or the general public.

**Section 9 DUE PROCESS IN SUSPENSIONS OR TERMINATIONS**

Any employee who is recommended for suspension, termination or subject to disciplinary action shall be afforded due process in accordance with this Agreement and State Statutes.

**Section 10 EMPLOYMENT INFORMATION**

- A. Each new employee, within the first five days of employment, will receive the following information:
1. Name of immediate supervisor.
  2. Work location.
  3. Teaching assignment.
  4. Duty hours.
  5. Grading procedures.
  6. Copy of Employee Benefits booklet. A copy of the employee benefit booklet will be available at the job site as well as on line at the HCSB the website at [www.hardee.k12.fl.us](http://www.hardee.k12.fl.us). with a link to the appropriate insurance carrier.
  7. Copy of the Collective Bargaining Agreement, posted on the district website.
  8. Job description/ specifications.
  9. Copy of the complete Hardee County Teacher Performance Appraisal System procedure.
- B. The job specifications and typical tasks shall be clearly descriptive and explanatory.

**Section 11 EXPERIENCE CREDIT**

For 2021-2022 this language in section 11 A & B is null and void for new hires this year only. New hires shall be placed at the new base pay, which is higher than this experience credit would be.

- A. Upon written verification, an employee shall be granted credit for up to fifteen (15) years public school (K-12) teaching experience at \$300 per year for initial placement on the performance pay schedule, for pay purposes. Written verification of such prior experience or service must be received within the contract year of initial employment with pay retroactive to first day of employment. Verification received after initial year of employment shall be considered for pay purposes for the contract year in which the verification is received and any subsequent years thereafter.
- 1 This section shall be applied to teachers hired after July 1, 2002
  - 2 For Hardee administrators that left a Hardee teaching position and are returning to the classroom, they will be placed back on the pay scale they left when becoming an administrator. Administration credit shall be 1 year up to a maximum of ten years for administration experience within Hardee County Public Schools for pay purposes
    - a. There must be no break in service within Hardee Public Schools.
- B. Upon written verification consistent with "A" above, an employee with successful Private School experience may be awarded up to fifteen (15) years (K-12) teaching experience at \$300 per year for initial placement on the performance pay schedule, for pay purpose and must meet the following two criteria:
1. The employee must have been a fully certified teacher by the state in which they taught at the time the experience was accrued and
  2. The teaching experience must have been gained at a school fully accredited by the AdvancEd / Southern Association of Colleges and Schools (SACS) or its regional equivalent.

## **Section 12 NOTICE OF NON-RENEWAL**

Any employee whose contract will not be recommended for renewal the next school year shall be notified of such recommendation no later than six (6) weeks before the close of the post-school conference period. Such employee shall be granted a conference with the Superintendent or Principal upon request.

## **Section 13 CLASSROOM INTERRUPTIONS**

To enhance the learning process, it is agreed that classes should be kept free of unnecessary interruptions. Efforts will be made by administration to schedule custodial, maintenance and similar activities so that classroom activities will not be interrupted. All-call announcements, other than emergencies, should be made only at the beginning and ending of the period. Emergencies shall be determined by the principal or designee in the principal's absence.



#### **Section 14 INSTRUCTIONAL MATERIALS**

- A. The Board agrees to provide each teacher, as soon as possible, with adequate material required in his/her daily teaching responsibility, a lockable storage space for instructional materials and personal property used in the schools, and for his/her individual use, a copy of the teacher edition and other support materials when available of all texts used in each course that he/she is teaching.
- B. During the first three (3) weeks of school, each school shall hold a faculty meeting/workshop to apprise teachers of time frames, categories and funds available for purchase of educational materials and supplies.
- C. The Board recognizes that appropriate tests, library reference materials, maps, globes, laboratory equipment, audiovisual equipment, art supplies, physical education equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. When new materials are needed, the Board agrees to continue to provide such tools and to continue the practice of cooperatively selecting these tools.

#### **Section 15 ACCESS TO SCHOOL FACILITIES**

Teachers may have access to school facilities after school hours for work related to their teacher duties. Scheduling access shall be the result of mutual agreement between teacher and worksite supervisor.

#### **Section 16 OPENING DAY**

If an official calendar has been adopted prior to the end of the school term, it is understood that teachers will report back to their assigned school center on opening day at 8:00 a.m. unless notified otherwise. Except in case of an emergency, a change in schedule will be announced through notification in writing ten (10) days prior to school opening.

#### **Section 17 CLASS SIZE**

Class sizes should be in compliance with the recommendations of the AdvancEd / Southern Association of Colleges and Schools (SACS), state and federal guidelines.

#### **Section 18 TEACHING ASSIGNMENT**

The administration will notify teachers of a change in assignment prior to the start of school.

#### **Section 19 WORKDAY**

At least one (1) professional day which occurs during the student school year shall be used exclusively for maintaining and updating records.

#### **Section 20 PRE/POST SCHOOL CONFERENCE DAYS**

It is the expectation that Pre/Post School Conference Days will be available to teachers for planning and preparation. Every effort will be made to maintain at least fifty percent (50%) of this time for said purpose.

#### **Section 21 DUTY SCHEDULE**

Teacher input will be utilized when formulating the duty schedule. Principals will be encouraged to form a committee made up of members of the bargaining unit to study the duty schedule for their school site.

**Section 22 ADMINISTRATIVE ASSIGNMENTS**

Teachers assigned to temporary administrative positions for periods exceeding fifteen (15) working days shall be paid at a rate commensurate with the position or at their normal pay rate, whichever is higher.

**Section 23 STUDENT TEACHER/INTERN**

Supervision by a teacher of a student teacher/intern shall be voluntary. A cooperating teacher shall not be evaluated during the period when class responsibility and control is by the student teacher/intern.

**Section 24 SUBSTITUTES**

Employees shall not be required to arrange for substitutes in the event of their absence. Every effort shall be made to secure a substitute for an absent teacher. In the event a substitute cannot be found, a teacher may volunteer to cover a class during their planning period. This shall be done on an equitable basis

**Section 25 LONG TERM SUBSTITUTES**

Other than filling in for an employee on approved leave, long term substitutes shall not be used in lieu of full time appointed teachers. Positions vacant for thirty (30) working days or more shall be filled in accordance with this Agreement.

**Section 26 SUPPLIES AND EQUIPMENT**

Employees will not be required to furnish school/job related supplies or equipment at his/her own expense.

- a. Any supplies or equipment donated to a teacher belong to that teacher for use in any classroom as long as they are employed in Hardee County Public Schools.
- b. Any supplies or equipment donated or purchased from grants requested by and for any teacher belonging to that teacher for use in any classroom as long as they are employed in Hardee County Public Schools.

**Section 27 MEDICAL PROCEDURES**

A. Non-medical school district personnel shall not be allowed to perform invasive medical services that require special medical knowledge, nursing judgment, or nursing assessment. These procedures include, but are not limited to:

1. sterile cauterization
2. nasogastric tube feeding
3. cleaning and maintaining a tracheotomy
4. deep suctioning of a tracheotomy
5. injectable medication

- B. Employees may be authorized to assist in the administration of prescription, except injectable medication, if the district provides training by a registered nurse, a licensed practical nurse, a physician, or a certified physician assistant.
- C. Employees shall not refer students to or offer students at school contraceptive devices without the consent of the parent of guardian.

**Section 28 STANDING COMMITTEES**

- A. Reports and Forms Control Management Committee
  - 1. In the interest of avoiding duplication in gathering information and reducing the amount of unnecessary paperwork, a Reports and Forms Control Management Committee shall be created in compliance with Florida Statute 1008.385(2)(b).
  - 2. The Reports and Forms Control Management Committee's responsibilities shall include the following:
    - a) Develop and administer procedures for the approval and review of forms to meet local needs.
    - b) Develop and administer procedures for the periodic recommendation to the School board of processes to eliminate, reduce, revise, and consolidate paperwork and data collection requirements.
    - c) Submit an Annual Report to the School Board.
    - d) Maintain a centralized file of locally developed forms.
  - 3. Membership in this committee shall be (4) classroom teachers to be selected by HEA/United, one SRP to be selected by HEA/United, (1) school principal to be selected by the Superintendent, and one member of the district administrative staff to be selected by the Superintendent.
  - 4. The district administrator shall serve as Data Controller and perform clerical/secretarial duties as required to assist the committee in its work.

**Section 29 EMERGENCY SCHOOL CLOSING AND RETURN POLICY**

- A. If power is lost for a period of time, principals/directors or their designee will contact everyone at their worksite by calling or contacting them personally to notify them of the date of return.

**Section 30 CELL PHONE USAGE**

Employees will exercise discretion in personal cell usage that interferes with employee productivity while at work. Employees will make personal phone calls on non-work time, where possible, and be responsible for informing friends and family of the district's policy.

## ARTICLE 10 - OCCUPATIONAL SAFETY AND HEALTH

Each employee shall be furnished a safe place of employment as defined in the laws of Florida and the United States, specifically Florida Statute 1013.12, Occupational Safety and Health Administration (OSHA) standards and the Florida Worker's Compensation Act, Florida Statute 440, which states:

"Every employer as defined in Florida Statute 440.2 shall furnish employment which shall be safe for the employees therein, furnish and use safety devices and safeguards, adopt and use methods and processes reasonably adequate to render such employment safe and to do every other thing reasonably necessary to protect the life, health, safety of such employees. As used in this section, the terms "safe" and "safety" as applied to any employment shall mean such freedom from danger as is reasonably necessary for the protection of the life, health, and safety of employees or the public, including conditions and methods of sanitation and hygiene."

## ARTICLE 11 - PERSONNEL RECORD

### Section 1 MAINTENANCE

Personnel records shall be housed at both the Office of Personnel of the Hardee County School Board and the office of the Principal/Site Supervisor. The official personnel records shall be the records housed in the Office of Personnel.

### Section 2 ACCESS TO FILES

- A. An employee may request access to his/her site file through his/her immediate supervisor.
- B. Requests to review official personnel files shall be made in person to the Personnel Office.

### Section 3 MATERIAL TO BE PLACED INTO FILES

Except for material pertaining directly to the work performance or such other matters that may be cause for discipline under Florida Statute, no material derogatory to an employee's conduct, service, character or personality shall be placed in any official personnel file of said employee.

### Section 4 PROCEDURES FOR INCLUSION IN PERSONNEL FILES

- A. Material relating to work performance, discipline, suspension or dismissal must be reduced to writing within forty-five (45) calendar days, exclusive of summer vacation period, of its occurrence and may be maintained only if it is signed by a person competent to know the facts or make the judgment, and only if the employee has been given the opportunity to read the material following its receipt or formulation. The employee shall be sent a copy of such material by certified mail to his/her address of record or shall be given an actual copy of the material being filed.
- B. When the employee receives said copy, he/she may indicate that such material has been read by affixing his/her signature on the actual copy to

be filed with the understanding that such signature merely indicates awareness and not necessarily agreement with its content.

- C. The placement of materials including written reprimands in the official Personnel File shall be in accordance with Florida Statutes Chapter 1012.31.

**Section 5    EMPLOYEE RESPONSE**

The employee shall have the right to answer, in writing, any material now on file as well as any material filed hereafter, and the answer shall be attached to the file copy.

**Section 6    ANONYMOUS MATERIALS**

No anonymous letter or materials shall be placed in the employee file nor used in any proceeding.

**Section 7    EXAMINATION AUTHORIZED BY EMPLOYEE**

Upon request, the employee or any other person designated in writing by the employee shall be permitted to examine any file pertaining to said employee. It shall be indicated in writing that said file has been examined.

**Section 8    EXAMINATION UNAUTHORIZED BY EMPLOYEE**

The personnel file of each employee shall be open to inspection only by those persons specified by Florida Statutes, Chapter 1012.31 and Chapter 119. If an employee's file is inspected, it shall be recorded in a central register in the Office of Personnel. Any employee whose personnel file has been inspected by anyone outside those persons specified in the Florida Statutes, without the employee's knowledge or permission, shall be notified within five (5) working days as to who observed the file.

**Section 9    COMPLAINTS**

- A. Any complaint filed shall remain confidential until a preliminary investigation is completed. The employee may request an informal inquiry by the Superintendent or his/her designee.
- B. When a complaint requires no disciplinary action or needs no further investigation, a statement to that effect will be signed by the investigative official and attached to the complaint. The complaint and all such materials shall be open thereafter to inspection (Statute 1012.31). Files on complaints shall be separately maintained in the office of the Superintendent.

**ARTICLE 12 - PERFORMANCE EVALUATION AND PERFORMANCE PAY**

**Section 1    OFFICIAL EVALUATION SYSTEM**

- A. The official evaluation system for The Hardee County Schools instructional bargaining unit staff will be the Hardee County Teacher Performance Appraisal System.
- B. The Parties shall maintain a joint evaluation committee comprised of any number of administrator appointed by the Superintendent or his/her

designee and an equal number of bargaining unit members (Teachers and ESPs) appointed by the Union President.

1. Committee members shall serve two year terms except for the first year of the committee when half of the administrator and half of the employee committee members shall be given one year terms.
2. Provided the committee has a majority of all its members voting to support recommendation(s) to change the Official Evaluation System, such recommendation(s) may be presented directly to the Board, which may or may not choose to adopt them as presented.
3. If a majority of the committee members do not vote to make recommendations to the Board or if the Board wishes to make changes in the Official Evaluation System, any desired changes shall be subject to regular or, if both parties are willing, reopened negotiations.
4. Issues the committee shall be responsible for considering include, but are not limited to: how evaluators are trained; how to make the subjective elements of evaluations as fair as possible, i.e. free of negative bias and favoritism; how outside evaluators will be used; what kind of training the committee members shall receive, etc.

**Section 2 COPIES OF ASSESSMENT**

Copies of the Hardee County Teacher Performance Appraisal System shall be made available in school libraries and published online so that employees have easy access to it.

**Section 3 PERFORMANCE ASSESSMENT**

- A. The Board and the Union agree that an effective appraisal system is a key component to achieving higher standards and encouraging continuous site improvement.
- B. The Board and the Union will work collaboratively to maintain, modify, and improve the Instructional Performance Appraisal System.

**Section 4 PERFORMANCE PAY PLAN**

- A. The official performance pay plan will be the ***Hardee County School Board Performance Pay Plan***.
- B. The ***Hardee County School Board Performance Pay Plan*** shall be a collaborative plan developed by the Hardee County School Board and HEA/United.

**Section 5 DIFFERENTIATED PAY PLAN**

Beginning with the 2013-2014 school year the previously agreed upon Differentiated Pay Plan is amended as follows:

- A. In accordance with Florida Statute 1012.22, the Hardee County School District shall provide differentiated pay supplements for both instructional

personnel and school administrators based on District-determined factors including, but not limited to, additional responsibilities, school demographics, critical shortage areas and level of job performance difficulties.

- B. Additional responsibilities: It is agreed that this factor is already addressed in the Salary Schedule for 2013-14 in supplements for athletic coaches, club/activity sponsors, other personnel activities, etc. Supplements are paid to instructional staff who are vocational agriculture teachers, guidance counselors, speech therapists and ESE Annex teachers. Salaries for school administrators at the high school, junior high school and elementary schools differ by grade level.
- C. School demographics: It is agreed that in the event that the elementary school with the highest percentage of children from low income families on the latest Public School Eligibility Survey is at least 30 percentage points higher than the elementary school with the second highest percentage, instructional staff and school administrators at the elementary school with the highest percentage will receive a \$200 supplement.
- D. Critical shortage areas/level of job performance difficulties: It is agreed that instructional staff who teach the following classes will receive a \$125 supplement per class per semester:
  - 1. "Higher level" math as specified by principal including, but not limited to, Algebra I at Hardee Junior High School only\*, Algebra II, Advanced Topics in Math, Pre-Calculus, Calculus
  - 2. "Higher level" science as specified by principal including, but not limited to, Chemistry, Physics, Anatomy & Physiology, Forensic Science.
  - 3. Intensive Reading taught by instructional staff at the high school, junior high school, and Pioneer Career Academy.
  - 4. Advanced Placement- any AP class
  - 5. Dual Enrollment- any DE class taught on campus by a Hardee Senior High teacher
- E. Each ESE teacher responsible for writing IEPs shall receive an annual differential pay supplement of \$15 for each IEP written according to Hardee County Quality IEP Standards per the following conditions:
  - 1. Is assigned case manager responsibilities; and
  - 2. Only initial and annual IEPs shall count toward the number of IEPs in any given year; and
  - 3. Only ESE teachers receiving no other ESE related supplement are eligible for this supplement
  - 4. Differential pay supplements for IEPs will be paid in May
- E. Supplements for school demographics and critical shortage areas/level of job performance difficulties will be paid half by the end of each semester.

## ARTICLE 13 - TEACHER ASSIGNMENTS AND TRAVEL

### Section 1 SALARY/STATUS

The salary status of each employee will be issued to the employee at the final pay period in August.

### Section 2 INTER-SCHOOL TRAVEL

The Board will make every effort to arrange the schedules of teachers who are assigned to more than one school so as to minimize the amount of inter-school travel. Such teachers will be notified of any changes in their schedules at the time the change is made.

### Section 3 AUTHORIZED TRAVEL

Any employee who travels under Board authorization shall have prior approval of the Superintendent or his/her designee and be subject to Florida Statutes and policies of the Board.

### Section 4 OUT-OF-COUNTY TRAVEL

When the Board requires out-of-county travel, allowable travel expenditures will be paid.

### Section 5 MILEAGE

Employees who are assigned to more than one (1) school per day and drive their personal vehicles shall be reimbursed for the mileage driven between schools at the current county rate per mile, for actual miles driven. Such mileage reimbursement will not include routine travel to and from the assigned school and the employee's residence. Employees shall be responsible for maintaining and submitting in a timely manner, proper documentation required for reimbursement.

## ARTICLE 14 - VACANCIES/TRANSFERS/PROMOTIONS

### Section 1 VACANCIES

- A. When vacancies become known, the Superintendent shall send to the Union and have posted in all work sites a list of these vacancies five (5) days prior to the close of accepting applications. This notification shall include minimum required qualifications.
- B. Between the period of post-and pre-school each vacancy will be advertised, within the five (5) day posting period, on the district's website ([www.hardee.k12.fl.us](http://www.hardee.k12.fl.us)). The districts website address shall be provided to each employee at the end of the 10 month school year.
- C. All vacancies (including supplemented positions) or newly created positions to be staffed shall be posted in school offices, work sites and faculty rooms for a minimum of five (5) working days prior to filling the position.
- D. At the beginning of the posting period, vacancies may be e-mailed to all employees with district e-mail access. E-mail posting will include the



position, the worksite, and the posting dates. Additional information may be included.

- E. Employees who desire to transfer may apply by written request to the Personnel Office.
- F. Letters of intent indicating a desire to change positions shall satisfy the requirement in paragraph D above.

## **Section 2 PROCEDURE FOR VOLUNTARY TRANSFERS**

- A. Voluntary transfer requests shall be considered once a position has been posted or known to be in existence.
- B. All voluntary transfers shall require the consent of the receiving Principal involved, the Superintendent and the School Board. An unsuccessful applicant may, upon written request, be given a follow-up interview.
- C. When two (2) or more teachers are requesting transfer to a vacant position, seniority will be considered, provided that all candidates are fully qualified and certified for the vacancy that exists.
- D. Years of experience shall be carried forward upon transfer within the same job classification.

## **Section 3 PROCEDURE FOR INVOLUNTARY TRANSFERS**

- A. An involuntary transfer shall be made only after a meeting between the teacher involved and the school principal, at which time the teacher shall be informed of the reason for transfer. In the event that the teacher objects to the transfer, upon request of the teacher, the Superintendent shall meet with him/her. The teacher may have a representative of his/her choice present at such a meeting.
- B. Notice of an involuntary transfer shall be given to teachers at least ten (10) calendar days, in advance, and a list of open positions in the school system shall be made available. Such teachers may request the positions, in order of preference, to which they desire to be transferred and for which they are qualified. All such teachers shall be given adequate opportunity immediately after regular school hours for a meeting with principals of schools where open positions exist. Every effort shall be made to place a teacher in his/her area of certification.
- C. The Board will transfer volunteers before making an involuntary transfer, except in the cases where the situation dictates an involuntary transfer for the good of the Board, teacher, and/or students.
- D. Employees who are involuntarily transferred shall retain their years of experience.
- E. Involuntary transfers will not be used for disciplinary reasons.

**Section 4 PROMOTIONS**

- A. Any employee may apply for any vacancy.
- B. The Board will consider utilizing the skills, talents, and qualifications of its employees and filling position vacancies by promoting from its current employees.

**Section 5 RELEASE DAYS FOR PREPARATION**

A teacher transferred or reassigned voluntarily or involuntarily after school is in session shall be provided two (2) release days to be utilized in preparation for the new assignment.

**Section 6 MAXIMUM UTILIZATION OF PERSONNEL**

- A. Schools may be declared overstaffed where student enrollment has changed and caused a shifting or reduction in student population to another school in the district.
- B. In cases where teachers become overstaffed as a result of a reduction in allocation or a shift in student populations, employee seniority shall be determined as follows:
  - 1. Certification
  - 2. Followed by years of continuous experience teaching in the Hardee County School System.
  - 3. Followed by total years of experience in the Hardee County School System,
  - 4. Followed by years of experience in subject area or grade level.
  - 5. Followed by years of experience at assigned worksite.
  - 6. Followed by a coin toss.
- C. Employees who are subject to an overstaffed transfer shall have the right to occupy a position for which they are qualified before any new employees are assigned to the same or similar position(s). Affected employees may request the positions in order of preference to which they desire to be transferred and for which they are qualified
- D. Employees who are declared overstaffed shall not have to make application for reassignment. It shall be the obligation of the Superintendent/designee to reassign and notify all overstaffed employees as soon as possible.
- E. Teachers will be reassigned within the grade levels they are presently teaching whenever possible.
- F. In the event of a change in the population or grade configuration of a school, teachers of said school will be reassigned to other schools in the District in the following manner:
  - 1. The Union shall be notified two (2) days prior to any reassignment of teachers.

2. Teachers of such schools will be notified of the change in population or grade configuration.
3. First consideration will be given to those teachers who request a transfer to the receiving school.
4. If there is an insufficient number of voluntary transfer requests, the procedures for the transfer of overstaffed personnel will be implemented with the least senior teachers except when circumstances dictate the situation would not be in the best interest of students, teachers, or the Board.

**Where there are more teachers from sending schools requesting voluntary transfers to a receiving school than there are openings in the receiving school, the principal will interview all such candidates from the sending school(s) prior to determining which candidate(s) will be selected.**

5. Reassignment shall not be used for disciplinary reasons.

**G. Surplus Exemption for Curricular, Co-curricular Activity**

1. If the declaring of surplus personnel affects the ability of the principal to retain qualified personnel to coach or manage these activities, he/she may, with the approval of the Superintendent, provide for certain curricular and co-curricular exemptions. Exemptions may be granted to the following positions:

athletic director, department heads, yearbook sponsor, band director, choral director, academic team sponsor, and all head coaches.

## ARTICLE 15 - REDUCTION IN FORCE/RECALL

### Section 1 PLACEMENT PROCEDURE

- A. The Board has sole and exclusive right to determine the number and nature of the positions/programs in the school system and to reduce staff.
- B. In the event the Board determines that the staff must be reduced, the Board shall:
  - 1. Generate a listing of those positions within the bargaining unit to be eliminated or reduced. This list shall include the following information:
    - a) Name of employee
    - b) Current position
    - c) Certification(s)
    - d) Continuous years of experience in Hardee County
      - 1) date of hire
      - 2) date of application
    - e) Total years of instructional experience in Hardee County
    - f) Total years of instructional experience in an instructional position
  - 2. Provide the Union with the above list
  - 3. Give ten (10) working days written notice to the employees within those positions who have been affected and to the Union before implementing such reduction.
  - 4. Place those affected employees in a *Primary Pool*.
- C. Prior to employee notification the Superintendent shall confer with the Union.
- D. Employees in probationary, substitute, or temporary positions shall have their names placed on the *Master List*.
- E. The procedure to be followed for employees affected by a Reduction in Force (RIF) shall be:
  - 1. Employees subject to RIF action shall be notified in writing at least ten (10) working days prior to the commencement of this action. Reasonable effort will be made as outlined as follows:
    - a) Certified letter
    - b) Phone call
    - c) Summer address
    - d) Contact HEA/United
  - 2. If the number of available vacancies is **greater than** or **equal to** the number of those employees in the *Primary Pool* who possess appropriate certification matching those vacancies, then the

employees beginning with the most senior employee will be allowed to choose from the list of available positions and continuing until all employees are placed. Employees may elect to choose a vacancy from out of field provided there is no financial impact to the district and the employee is willing to work towards achieving proper certification.

3. If the number of vacancies available is **less than** the number of those employees in the *Primary Pool* who possess appropriate certification matching those vacancies, then the following procedure shall apply:
  - a) The employee in the *Primary Pool* shall be given a list of currently vacant positions in the district. He/she will also be given a *Master List* of the least senior employee(s) in the bargaining unit holding positions in his/her area(s) of certification. The number of positions on the *Master List* shall be greater than or equal to the number of employees in the *Primary Pool*.
  - b) Those employee(s) placed in the *Primary Pool* shall be given a choice of the following:
    - 1) Starting with the most senior employee, he/she shall choose from existing vacancies for which they are certified for or willing to work toward that certification **or** a position on the *Master List* for which he/she is currently certified and has more seniority than the employee currently occupying that position. That employee from the *Master List* whose position was selected shall be placed in an *Alternate Pool*. This process shall continue until all employees from the *Primary Pool* have been given an opportunity to select a position.
    - 2) Those employees in the *Alternate Pool* shall have the option of choosing from any available district vacancies for which they are certified **or** willing to work toward that certification or any remaining position on the *Master List*. Starting with the most senior employee within the *Alternate Pool*, the employees shall choose those available positions for which they are certified and have more seniority than the persons currently holding those positions. When all available listing become filled, those employees remaining in the *Alternate Pool* shall be laid off.
    - 3) All employees shall be given two (2) working days to notify the Superintendent of their decision when it is their turn to select a preference.
    - 4) When it is an employee's turn to select a preference and that employee is not able to be contacted within

three (3) working days, the Superintendent will place the employee in a position according to his/her ranked order and notify HEA/United. If upon his/her return the employee does not agree with the placement, he/she will be allowed to exercise his/her seniority for any remaining unfilled positions in his/her certification.

4. An employee's seniority shall be determined by the steps below:
  - a) Certification
  - b) Continuous years in Hardee County
  - c) Total years of instructional experience in Hardee County
  - d) Total years of instructional experience
  - e) Total years of experience at the current worksite
  - f) Flip a coin
5. All position changes occurring throughout this process will be reviewed by the Superintendent as they happen.

## **Section 2    RECALL PROCESS**

- A. If employees are to be rehired, the Board shall determine the number of the positions to be filled and the number of employees to be recalled. If rehiring takes place within one year, then the employee shall be rehired within area of certification in inverse order of reduction.
- B. Laid off employees shall be notified of recall in writing by registered mail. The employee then has ten (10) working days to notify the Board of their intent. After which time the Board will be relieved of any obligation to rehire said employee.
- C. Within two (2) years of layoff, no new positions shall be added to the bargaining unit unless the certification area(s) of the new positions do not match those employees who were laid off **or** until the employees who were laid off have been recalled, refused, and/or failed to accept recall. It is the sole responsibility of the employee to keep a current mailing address on record with the Personnel Department.
- D. The Board may not fail to recall a laid off employee in lieu of taking appropriate disciplinary action.

## **Section 3    BENEFITS**

- A. Sick leave, vacation and retirement benefits earned by the individual prior to layoff shall be maintained in case of return.
- B. Sick leave and other benefits shall not accrue to the individual during the layoff period.

- C. All insurance benefits available to the laid-off employee prior to layoff shall be made available to the employee at his/her own expense during period of layoff, not to exceed (2) years.

**Section 4 VACANT POSITIONS**

Any employee displaced due to the implementation of a reduction-in-force who meets the minimum qualifications for a vacant position that is equal to or less than their previous position will be able to fill that position if he/she has the most seniority of those applying for the vacancy in question. It is the employee's responsibility to monitor the vacancy list and notify the Personnel Department of his/her desire for the vacancy in question. After a Reduction In Force has occurred, vacancy (in this section) shall be defined as those positions not filled during the initial R.I.F. procedure or following a recall procedure.

**ARTICLE 16 - TEACHER DUTY DAY**

**Section 1 WORK DAY/WORK YEAR**

A. Work Day

1. A teacher's work day shall be seven and one-half (7 1/2) hours.
2. If the School Board decides to extend the workday beyond the seven and one-half (7 1/2) hours, the Board shall negotiate the proposed change and the compensation for such extension with the Union.

B. Work Year

1. The regular work year for employees covered under this contract shall normally be one hundred and ninety-six (196) days, of which six (6) shall be paid holidays.
2. If the School Board decides to increase the work year beyond one hundred and ninety six (196) days, the Board shall negotiate the proposed change and the compensation for such extension with the Union.

**Section 2 DUTY FREE LUNCH**

A. Teachers shall have an uninterrupted duty free lunch period.

B. The lunch period will be at least thirty (30) minutes except in emergency situations or early dismissal days.

C. Emergency situations will be determined by the principal.

**Section 3 CONFERENCES**

A. Teachers shall meet the requests for assistance or conferences initiated by students or parents that require time during the regularly prescribed duty day. The teacher will be notified of the conference participants and, if possible, of the nature of the conference.

B. Teachers agree to meet the requests for assistance or conferences initiated by students or parents that require time outside the regularly

prescribed duty day. Such meetings shall be arranged after consultation with the teacher and scheduled at the earliest convenience of the parties involved. The teacher will be notified of the conference participants and, if possible, of the nature of the conference.

**Section 4 EXTENSION OF DUTY DAY**

The regular duty day can be extended for as long as needed in emergencies which threaten the health or safety of students.

**Section 5 PLANNING TIME**

All teachers shall be provided planning time during the school day as follows:

- A. Elementary school teachers shall receive at least five (5) hours of preparation time per week with a minimum of 30 minutes planning time during each student day except in emergency situations or early dismissal days.
- B. Senior High and Middle School teachers shall receive at least 1 (one) 50 minute uninterrupted period of in-school preparation time or a minimum of 250 minutes a week during the student day, except in emergency situations or early dismissal days.
- C. The professional use of planning/preparation time shall be determined by the teacher.
- D. Emergency situations will be determined by the principal.
- E. All planning time will be pro-rated for any weeks with less than 5 student days.

**Section 6 NUMBER OF PREPARATIONS**

The administration will prepare a schedule for secondary teachers that should limit the number of subjects and preparations.

**ARTICLE 17 - EVALUATION OF STUDENTS**

**Section 1 RESPONSIBILITY OF MAINTAINING GRADES**

Teachers shall have the responsibility to determine grades and other evaluations of students within the terms of the grading regulations of the Hardee County School District.

**Section 2 GRADE CHANGES**

No grade or evaluation shall be changed except where an obvious mathematical or clerical error has been made, and the teacher cannot be contacted through normal communication efforts. In cases of unusual circumstances, the administration reserves the right to assign a grade based upon evidence of the student's performance. In the event that a grade change is made, an explanation for the change will be given to the teacher.



## **ARTICLE 18 - STUDENT DISCIPLINE AND CONTROL**

### **Section 1 GENERAL RESPONSIBILITY**

While on duty, a teacher has a general responsibility for student control and a major responsibility for controlling those students under his/her direct supervision. A teacher may at any time request the assistance of the Principal/Site Supervisor.

### **Section 2 PHYSICAL CONTACT**

Teachers and Administrators have the authority and the responsibility to establish and maintain sound, effective discipline in the school. Teachers have the right to use such means, including the moderate use of physical contact, as may be necessary to maintain discipline and to enforce order and school rules. If physical force becomes necessary, it should be used with caution and reservation. The means used will depend upon the circumstances, including the nature of the misconduct of the student. Teachers who have used physical force should report the incident to the administration as soon as possible. Corporal punishment shall be administered in accordance with principal's guidelines, as required in Florida Statutes.

### **Section 3 REFERRAL TO PRINCIPAL**

- A. If a teacher deems it necessary, he/she may have a student temporarily removed from the classroom by directing him/her or having him/her accompanied with a written referral to the principal's office or other location designated by the Principal.
- B. If the teacher deems the conduct of the student being so removed to be of physical danger to the student himself/herself or others and so indicates in the referral of the student to the office, said student shall be directed not to return to the classroom prior to review and disposition by a person designated by the Principal to deal with disciplinary problems.
- C. The Principal shall provide to the teacher a written or oral explanation of any actions or recommendations related to the discipline of a student.
- D. The student discipline referral form shall provide space for the referring party to comment about the facts of the case.

**Section 4 SCHOOL CENTER DISCIPLINARY PROCEDURE**

- A. A written student disciplinary procedure, which shall be consistent with the terms of this Agreement, Board Policy, and Administrative Regulations, shall be developed in each school center.
- B. A copy of the above disciplinary program will be included in the student handbook/information packet distributed at the start of each school year and a copy will be included in the faculty handbook/information packet distributed to school site employees at the beginning of each school year.

**Section 5 SPECIAL ASSISTANCE**

When, in the judgment of a teacher, a student requires special attention, the teacher will notify the Principal/Designee in writing. The Principal/Designee will arrange, as soon as possible, a conference involving himself/herself, the teacher, the parents and any specialists deemed necessary by the Principal/Designee.

**Section 6 VIOLENT STUDENT**

- A. Upon receiving a report of the student's violent behavior, the principal or other designated supervisor should make a suitable investigation and should facilitate a course of action that will best serve to maintain order and safety in the school setting.
- B. The principal may consider the teacher's recommendations in deciding what course of action, if any, should be taken.
- C. If the series of actions does not improve the violent misbehavior, the teacher may contact the principal or appropriate specialists to discuss alternative methods of discipline.

**Section 7 ASSAULT AND/OR BATTERY**

- A. In the event an employee is verbally and/or physically assaulted, the employee will file a written report with the Principal.
- B. The principal shall report to the Superintendent assaults as soon as possible, but within twenty-four (24) hours, of his/her knowledge of the incident. The principal shall investigate and file a complete report as soon as possible to the Superintendent.
- C. Any student making an assault on an employee shall not be returned to the classroom without prior consultation between the principal and the employee.
- D. Any student committing battery upon an employee will be suspended immediately for ten (10) days with a recommendation made by the superintendent for expulsion.
- E. The employee may file charges against the student should he/she desire to do so.
- F. The Principal shall investigate any verbal threat made to an employee by a student or parent, as soon as possible, but within twenty-four (24) hours, of

his/her knowledge of the incident. The Principal shall investigate and file a complete report as soon as possible to the Superintendent if the incident is deemed to be of a serious nature.

**Section 8 MAINTAINING STUDENT DISCIPLINE**

The parties agree that employee safety is best protected through the administration of swift, decisive and certain consequences of inappropriate actions and breaches of student discipline. It is important to reinforce for students, parents and the public at large the notion that an illegal act that is committed on school grounds not lessen the consequences. There is no sanctuary on public school property for actions recognized as crimes under law.

**Section 9 DISRUPTIVE STUDENT BEHAVIOR**

A. The district shall expel or take immediate disciplinary action against any student who is found to have committed an offense on school property at any time if:

1. the student is found to have committed or has had adjudication withheld for a delinquent act which would be a felony if committed by an adult or
2. the student has been found guilty of a felony.

The district shall expel or assign to an alternative school any student found to have intentionally made false accusations that jeopardize the professional reputation, employment or professional certification of a teacher.

B. An employee may send a student to the principal's office to maintain discipline in the classroom. The district referral form shall reflect recommended action from the employee to the principal. The principal shall consider the recommendation for discipline made by the employee when making a decision regarding the student referral for discipline. The principal shall be required to respond by employing appropriate discipline consistent with the student code of conduct under Florida Statute 1001.42.

C. A teacher may remove from class a student:

1. who has been documented by the teacher to repeatedly interfere with the teacher's ability to communicate effectively with the students in the class or if the unruly student hinders the ability of the remainder of the class to learn.
2. if the teacher determines the student is so unruly, disruptive or abusive that it interferes with the teacher's ability to communicate effectively or the rest of the class to learn.

E. Should a teacher remove a student from class, the principal may place the student in another appropriate classroom, in in-school suspension, alternative education program or recommend out of school suspension or expulsion, as appropriate.

- F. The principal may not return the student to that teacher's class without the teacher's consent unless the placement review committee determines that such placement is best or the only available alternative.
- G. Any teacher who removes 25% of the total class enrollment shall be required to complete professional development to improve classroom management skills. This shall not be construed to be of a disciplinary nature.
- H. Placement Review Committee
  - 1. 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. The committee shall be composed of one (1) HEA/U building representative or designee, two (2) teachers selected by the school's faculty, one (1) member of the school staff selected by the principal, one (1) guidance counselor, one (1) alternate teacher selected the by school's faculty. The alternate will serve on the Committee in the event that a teacher on the Committee is the teacher who withheld consent to readmitting the student or if one of the selected faculty members is unable to serve.
  - 2. The teacher who withheld consent to readmitting the student will not serve on the committee.
  - 3. The teacher and placement review committee must render a decision within five (5) working days of the removal of the student from the classroom.

**ARTICLE 19 - PROFESSIONAL ENHANCEMENT**

**Section 1 LEAVE FOR UNION PRESIDENT**

A. On student instructional days, the Board will grant release time to the Union President each day, beginning at the end of the student day, at no cost to the Union.

**OR**

B. The Board will grant a full year's leave with pay to the Union President or designee. The leave time shall count toward accruing seniority. He/She may participate in all group fringe benefit plans provided by the Board. The Union shall pay the Board monthly installments beginning August 15, for the total cost (i.e. salary and fringe benefits including the Board's contribution) associated with the Presidential leave. The President's leave shall be for the term of the office granted on an annual basis, renewable for a maximum of three years. At the conclusion of the leave, the President shall be returned to the teaching position held at the commencement of the leave or a substantially similar position. Request for leave must be made by May 1, for the succeeding school year.

**Section 2 CALENDAR COMMITTEE**

Each year the Superintendent of Schools shall authorize a school calendar committee for the purpose of formulating school calendar and preparing advisory recommendations.

- A. The Superintendent and the Union President shall select the committee.
- B. The Committee shall make recommendations on the school calendar to the Superintendent.

**Section 3 PROFESSIONAL DEVELOPMENT**

- A. The Board will assist the Union to provide professional development opportunities for instructional personnel.
- B. Professional development programs that are developed by the Union and its affiliates may be offered to employees. All personnel will be eligible to apply.
- C. Financial support for Union administered staff development programs will be subject to mutual agreement between the Union President and the Superintendent or his designee.
- D. Release time for professional development will be by mutual agreement between the Union President and the Superintendent or his designee.

**Section 4 READING ENDORSEMENT FOR TEACHERS**

Teachers completing and receiving the Reading Endorsement on the teacher's professional certificate shall receive a one time bonus of \$1,000. The teacher must be employed by the district when the endorsement is received.

## **ARTICLE 20 - SUMMER SCHOOL PARTICIPANTS**

### **Section 1 SICK LEAVE EARNED**

A teacher who is employed for summer session shall be granted the use of one day of sick leave per three weeks which was accrued during the regular school year, if that teacher is unable to perform his/her duties in the school because of "sick leave" (as defined in Article 21, Section 1).

### **Section 2 SALARY**

A summer school teacher shall be paid on a prorated basis in accordance with his/her most recent pay schedule entitlement.

### **Section 3 PAY CHECKS**

Summer school checks shall be issued on the regularly scheduled pay dates.

### **Section 4 EMPLOYMENT**

The following criteria shall be used in selection of summer school employees:

- A. Record of raising student academic achievement for the past three years
- B. Certification in subject area or grade level
- C. Total teaching experience in the subject area or grade level in Hardee County
- D. Continuous years of teaching experience in Hardee County

## ARTICLE 21 - PAID/UNPAID LEAVES

### Section 1 SICK LEAVE

- A. Each full time employee is credited with four (4) days of sick leave as of the first day of their contract employment of each current year, and thereafter is credited with one (1) additional day of sick leave at the end of each month of contract employment. However no employee may earn, during a fiscal year, more than a total of one (1) day of sick leave for each month of contract employment. The unused portion of sick leave shall accumulate from year to year.
- B. "Sick Leave" shall be defined as personal illness or disability of the employee, or illness or death of a member of his/her immediate family.
- C. "Immediate Family" shall be defined as a spouse, parent, child, brother, sister, grandparent, parent-in-law, sister-in-law, brother-in-law, other close relative or member of his/her own household.

### Section 2 SICK LEAVE FOR USE BY FAMILY/NON-FAMILY MEMBER DONATION

- A. A district employee may authorize a spouse, child, parent, or sibling who is also a district employee to use sick leave that has accrued to the authorizing employee. The recipient may not use the donated sick leave until all of his/her sick leave has been depleted, excluding sick leave from the negotiated Sick Leave Bank (Appendix A), if the recipient participates in the Sick Leave Bank.
- B. A district employee may authorize any other district employee to use sick leave that has accrued to the authorizing employee. The district school employee may donate no more than 2 days to the recipient per school year. The recipient may not accrue more than 10 days in one school year and may not use the donated sick leave until all of his/her sick leave has been depleted. The donor employee must maintain a balance equivalent to 10 days for his/her own use  

The recipient employee must not be eligible for disability leave.
- C. Employees shall submit a written request for a specific number of hours. Thereafter, additional requests may be submitted based on hours needed. The donating party must sign his/her approval on all requests. Unused sick leave shall be returned to the donating party.
- D. Donated sick leave shall have no terminal pay value.

### Section 3 SICK LEAVE FOR DEATH OR CATASTROPHIC ILLNESS

In the event of death or catastrophic illness of a new employee's immediate family, the new employee will be advanced up to three (3) sick leave days to a new ESP employee during the first 90 days of employment. After the first ninety days, the employee will have earned three (3) sick leave days which will then be applied to the prior absence.

**Section 4 SICK LEAVE BANK**

A sick leave bank is set forth in Appendix A which is attached hereto and made a part hereof and shall be made available to all eligible employees consistent with the Sick Leave Bank Bylaws and Florida Statutes.

**Section 5 TRANSFER OF ACCUMULATED SICK LEAVE**

A teacher may request transfer of accumulated sick leave earned in another school district within the state. Such leave may be transferred at a rate equal to the number of days earned in the Hardee County School District up to a maximum of ten (10) days per year of employment in the district. The maximum sick leave that can be transferred to the Hardee County District is sixty (60) days.

**Section 6 PERSONAL LEAVE**

- A. Each teacher shall be provided six (6) days unrestricted personal days to be used for the teacher's personal business or emergencies. A personal leave day may be used for any purpose at the discretion of the teacher.
- B. A teacher planning to use a personal leave day or days shall notify his/her Principal/Site Supervisor at least twenty-four (24) hours in advance, except in case of emergency.
- C. Such personal leave shall be charged to sick leave and will not be cumulative.
- D. Leave forms shall be available at the school offices. "Personal Leave" shall be adequate explanation for such leave.

**Section 7 ILLNESS-IN-THE-LINE-OF-DUTY LEAVE**

- A. In accordance with Hardee School Board policy, each employee shall be entitled to a maximum of ten (10) days of illness-in-the-line-of-duty leave each school fiscal year when unable to perform his/her duties because of personal injury in the discharge of his/her duties or because of illness from a contagious or infectious disease contracted in his/her work, excluding common colds, flu or other sickness of this nature. Such leave shall be non-cumulative from year to year and, when approved by the Board, shall be used before charging any absence to regularly accrued sick leave.
- B. The employee shall receive normal pay for the day of injury. Upon recommendation of the Superintendent, the Board will also pay normal salary to an employee who is injured on the job or has certain job related illnesses for the first ten (10) working days following such illness or injury. The maximum amount of paid days shall be ten (10) days per injury with a maximum of ten (10) days per fiscal year. The employee must use the regular leave form to request paid days and submit it to the Superintendent for approval. A physician's statement verifying the nature of the injury or illness must be provided by the employee before illness-in-the-line-of-duty leave pay is granted beyond the first day. During the illness-in-the-line-of-duty leave, the Board shall continue to provide the full cost of all employee benefits for any employee who is disabled and entitled to or receiving Worker's Compensation.



- C. After the ten (10) day period, the injured employee shall have Worker's Compensation benefits only.
- D. When a health hazard exists at a work location that necessitates preventive action or treatment, such as taking inoculations, to protect employees, the Board will make arrangements through the Health Department or other agencies for such preventative action at no cost to the employees. If an employee presents a statement from a licensed physician or can cite recognized religious reasons not to subject himself/herself to such preventative actions as the Health Department deems prudent, the Superintendent will temporarily transfer him/her to another worksite until the threat of danger to the employee has passed.

**Section 8 TEMPORARY DUTY DAYS**

- A. Temporary reassignment days with pay may be granted to employees for purposes stated below.
  - 1. Attending and/or participating in professional meetings relating to educational workshops, seminars or conferences concerned with public school matters sponsored by professional organizations, colleges, universities or government or private agencies.
  - 2. Visitation for the purpose of observing and improving professional techniques or programs.
- B. The Superintendent shall make the final determination as to approval or disapproval of an application in accordance with Board Policy.
- C. The Board shall provide funds for expenses, as set forth above, for temporary assignment. Employees shall give adequate notification on the proper forms and shall report the nature of the professional meeting to be attended. Forms may be obtained from the Principal/Site Supervisor.
- D. After obtaining written permission from their principal and/or supervisor at least two days in advance of the event, Employee may attend awards ceremonies, classroom visitations, parent-teacher conferences, or school performances for minors with whom they stand *in loco parentis* and who attend school in the Hardee County School District, provided the Employee secures appropriate coverage for the duration of the event.

**Section 9 LEAVE FOR LEGAL COMMITMENTS AND TRANSACTIONS**

- A. An employee who is absent because of a mandatory subpoena appearance shall incur no reduction in pay because of such appearance. A copy of the subpoena must be filed with the absence report.
- B. An employee may serve on temporary assignment on jury duty without loss of pay. Any jury duty compensation shall be retained by the employee.
- C. An employee released from his/her subpoena or jury duty with sufficient time remaining to return to his/her school/worksite to complete at least one-half (1/2) of his/her duty day, shall return unless released by the Principal/Site Supervisor.

- D. An employee, who is subpoenaed or required by law enforcement officials due to any charges being filed by the employee or the administration against a student or their legal guardian, shall be granted release time with pay.

## **Section 10 MILITARY LEAVE**

- A. Military leave shall be granted without pay, except as provided in D, E and F.
- B. An employee granted such leave for military service shall, upon completion of the tour of duty, be returned to employment without prejudice. Military leave shall not be counted as year of service toward pay purposes.
- C. All employees who are commissioned reserve officers or reserve enlisted personnel in the United States Military or Naval service or members of the National Guard shall be entitled to leave of absence from their respective duties without loss of pay time or efficiency rating on all days during which they shall be engaged in field or coast defense exercise or other training ordered under the provisions of the United States military or Navy Training Regulations for such personnel when assigned to active duty, provided that leaves of absence granted as a matter of legal right under the provisions of this section shall not exceed seventeen (17) days in any one (1) annual period. A copy of the orders and written evidence that effort has been made to serve the duty at a time school is not in session should be provided.
- D. All employees who are called to full-time active military service and are unable to complete contractual obligations to the Board shall be paid according to the salary schedule plus supplements for the first thirty (30) days of such service. Thereafter, any such reservists shall have his/her total gross military pay supplemented up to the amount he/she was earning on the salary schedule plus supplements at the time they were called to active duty. For the purpose of administering this provision, the employee shall be required each month to provide substantiation of total gross military pay by providing copies of the "monthly leave and earnings statement" comparable certified information to the Board and shall provide a copy of his/her orders or comparable statement giving estimated length of full-time active service. Such statement shall be updated as necessary by the employee. This provision may be used in lieu of, not in addition to, temporary military leave. Accrued leaves shall continue to accrue during any employee's absence approved pursuant to this provision.
- E. All employees who are called to full-time active military service will also be eligible to continue their School Board health insurance coverage by paying the employee's share of the cost of such coverage, if any.
- F. During the period of leave required by the call-up the employee shall retain seniority privileges. Upon returning from leave, the employee shall receive credit on the salary schedule for the time of the military call-up.

**Section 11 UNPAID LEAVE**

- A. An employee requesting an unpaid leave shall file a written request with his or her immediate supervisor. The granting of the request shall be at the discretion of the School Board.
- B. The School Board shall not be responsible for benefits during the period of unpaid leave.

**Section 12 MATERNITY/CHILD CARE/ADOPTION/PARENTING LEAVE**

- A. A Maternity/Child Care/Adoption/Parenting Leave without pay, not to exceed one (1) year, shall be granted an employee upon written request to the Superintendent.
- B. In the case of Maternity Leave all or any portion of the leave may be charged to available sick leave.
- C. The start of such leave shall be at the discretion of the employee. Except in case of emergency, the employee shall give written notice to the Superintendent at least thirty (30) calendar days prior to the date on which leave is expected to begin.
- D. Maternity Leave return date shall be established in the request for leave. The return date may be altered through mutual agreement with the Superintendent, a twenty (20) working day notice being provided for any leave in a "school year". Leave extensions impacting the following "school year" will require notification to the Superintendent prior to April 1. When an emergency occurs, special consideration shall be given by the Superintendent to waive the time constraints.
- E. An employee may request in writing an additional year of Child Care Leave under the conditions described in D. above.

**Section 13 PROFESSIONAL LEAVE DURING PRE-AND POST-PLANNING PERIODS**

A maximum of five (5) days leave with pay may be granted to any employee who attends summer school to a college where attendance is required during the Hardee County pre-and/or post-planning periods, providing such leave is requested in writing and countersigned by the Principal. Request for such leave may include travel time as a part of the maximum allowed. All reports and records must be either submitted prior to the beginning of the leave or other arrangements made for the proper submission of such reports and records.

**Section 14 RETIREMENT CREDIT**

An employee on a leave pursuant to this Article may receive credit in his/her respective retirement system to the extent and in the manner provided by statute. It shall be the sole responsibility of the employee to make arrangements to obtain such credit.

**Section 15 INSURANCE COVERAGE**

Any employee granted a leave of absence as provided in this Article shall be given the opportunity to continue insurance in the existing School Board programs during the leave, provided that the premiums for such insurance

programs be paid by the employee on a monthly basis in advance of the month due.

**Section 16 EXPERIENCE CREDIT**

In leaves pursuant to this Article, no experience credit on the salary schedule shall be granted for any year in which the employee does not work one (1) day more than one-half (1/2) of the regular contract year.

**Section 17 NOTIFICATION OF RETURN**

Employees on extended leave shall notify the Personnel Office on or before April 1 of their intent for the coming year.

**Section 18 CONTRACT STATUS**

Continuing/Professional Service Contract status shall be retained in accordance with Florida Statutes.

**Section 19 DURATION OF LEAVE**

No leave shall be granted for a period in excess of one (1) year. However, the Board may grant subsequent leave(s) for education and/or medical reasons.

- A. Once a requested leave is granted, early return will be at the discretion of the School Board.
- B. If the requested leave is for less than half the employee's contracted work year, the employee shall be returned from leave to his/her former position.
- C. If the requested leave is for half the employee's contracted work year or more, the employee shall be returned from leave to his/her former position, if available, or to a substantially similar position for which he/she is fully qualified and certified.
- D. If the leave is for more than two (2) consecutive years, the employee shall be returned to his/her former position or to a substantially similar position, if available, for which he/she is fully qualified.

**Section 20 SABBATICAL LEAVE**

It is agreed that the subject of Sabbatical Leave may have some benefit to the Hardee County School District and is worthy of study. Further, it is agreed that the subject of Sabbatical Leave will be mutually studied by the parties prior to formulating, promulgating and implementing a Sabbatical Leave Policy.

**Section 21 EMERGENCY HURRICANE LEAVE**

**A. COMPENSATION FOR DECLARED EMERGENCY** During a state of emergency or imminent threat of disaster as declared by the Governor of Florida, Hardee County, the Florida Division of Emergency Management or the Hardee County Emergency Management Director ("Declared Emergency"), the superintendent may close schools and or other district facilities.

**B. OTHER PERSONNEL** Instructional / Administrative and Supervisory personnel will normally receive their hourly rate for time worked as directed during a "Declared Emergency" based on meeting the criteria outlined below:

1. All employees may be recalled for duty.
2. Employees on leave the day before the “Declared Emergency” and extending into the period or through the emergency to one day after shall remain on leave out of the possible rotating duty assignment.
3. Any employee not able to report to work as directed during a “Declared Emergency” is on leave.
4. To receive pay, the employee must be directed to work or put on an emergency shelter duty roster.
5. The employee whose duty is managing an emergency shelter shall receive Red Cross training and be a certified Red Cross Shelter Manager in order to receive pay. Employees will not be paid without Red Cross certification. Any work performed by an employee will be volunteer work without pay unless he or she has received Red Cross shelter training and certification.
6. At the start of the “Declared Emergency” a new emergency work period will begin for employees. The emergency work period is for the tracking and payment of time worked during the emergency period. Any payment or nonpayment from the normal board approved work week will not be a factor in calculating emergency work hours. Emergency work hours will be compensated from the district's school fund. Employees will receive compensation at the following rate: Shelter Coordinator / Manager - \$25 per hour, (maximum two employees per site), all other emergency duties will be paid at the Adult Education rate. The employee can choose to receive compensatory time rather than receive pay for emergency time worked.

C. When schools reopen following a hurricane, employees are eligible to apply for emergency hurricane personal leave with pay when they can substantiate any one of the following conditions:

- 1 They were unable to return to work because they evacuated the area;
2. They suffered damage to their residence;
- 3 They were providing assistance to a family member whose residence was damaged in the hurricane;
4. They were requested to participate in relief efforts and are recommended for leave by their supervisor;
5. There were other hurricane - related circumstances which are documented and they are recommended for leave by their supervisor.
- 6 The request must be approved and recommended by the superintendent. In no event shall such leave exceed 10 days. Emergency Hurricane Personal Leave when granted shall not be deducted from the employee's sick leave.

- E. If school is canceled due to a natural disaster administration will make every effort to contact employees by phone or through the local TV radio stations to notify them of the return to work information.

**Section 25 Bereavement Leave**

All full-time employees who have completed a six-month probationary period in their appointed position shall be credited with three days bereavement leave in the event of a death in their immediate family. "Immediate Family" shall be defined in ARTICLE 20 Section 1 C. Bereavement leave is not cumulative. Employees will not be paid bereavement leave for days not scheduled to work (i.e., sick leave, annual leave, leave without pay.) Employees may be required to provide a copy of the obituary or other satisfactory document. Bereavement leave ordinarily is to be used within 20 days of the death of the family member, unless the employee documents a legitimate reason to extend this period. Employees may petition the Superintendent for Bereavement Leave not specifically covered by this provision.

**ARTICLE 22 - DISCIPLINARY ACTIONS**

**Section 1 ACTIONS COVERED**

This article covers actions involving written warnings, verbal reprimands, written reprimands, suspensions, demotions, dismissals, reductions in pay grade, pay or other forms of discipline with prejudice.

**Section 2 REVIEW OF INFORMATION**

An employee against whom action is to be taken under this Article shall have the right to review all of the information relied upon to support the proposed action and if requested, shall be given a copy of said information.

**Section 3 INFORMATION PROVIDED**

In the case where the Union is representing an employee, the Union shall be provided a copy of all correspondence that is related to the action.

**Section 4 TIME TO PREPARE**

The employee and his/her representative shall be afforded a reasonable amount of time to prepare and present appropriate responses to the proposed actions under this article through Step One of the Grievance Process. This amount of time is to be mutually agreed upon by the Parties.

**Section 5 PREVIOUS ACTS**

Previous charges or actions that have been brought forth by the Administration may be cited against the employee if these previous acts are related to the existing charge. All previous charges or actions must have been shared with the employee prior to this current action.

**Section 6 JUST CAUSE**

- A. The discipline, dismissal, demotion and suspension of any employee shall be for just cause, substantiated by sufficient documentary evidence which supports the recommended disciplinary action.
- B. Where just cause warrants such action(s), an employee may be demoted, suspended or dismissed upon recommendation of the immediate supervisor to the Superintendent of Schools. Except in cases that constitute a real immediate danger to the district, progressive discipline shall be administered.
- C. Progressive discipline shall be administered as follows:
  - 1. Verbal reprimand (Written notation in Site File).
  - 2. Written reprimand (Filed in Personnel and Site File).
  - 3. Suspension with or without pay.
  - 4. Dismissal.

**Section 7    REMOVAL OF REPRIMANDS FROM SITE FILE**

Notations for the record of verbal or oral reprimands at the school site level may be removed and/or destroyed after a period of three (3) years.

**Section 8    REMOVAL OF LETTERS OF REPRIMAND**

Letters of reprimand may be removed from an employee's official personnel file after a period of three (3) years.

**Section 9    PROCEDURE FOR POSSIBLE DISMISSAL**

When an action or other matter exists which may possibly result in the future dismissal of an employee, the immediate supervisor shall follow the procedure outlined below:

**A. Notification**

Have a conference with the individual during which he/she is advised in clear and simple language that certain deficiencies in performance have been identified, which, if not corrected, could result in his/her dismissal. Describe in writing the deficiencies and prescribed correction(s).

**B. Evaluation**

Conduct a reasonable number of conferences or personal evaluations to determine what progress is achieved toward correction of the identified deficiency.

**C. Administrative Assistance**

Offer specific administrative assistance and be prepared to provide reasonable additional assistance as requested by the teacher.

**D. Time**

Set a reasonable length of time to allow the teacher adequate opportunity to make the necessary corrections and insure that the employee understands the said length of time.

**E. Final Resolution**

Upon final resolution of the issue, the complete record of the charges and their disposition may become part of the teacher's central personnel file in the County Office.

## ARTICLE 23 - GRIEVANCE PROCEDURE

### Section 1 DEFINITIONS

- A. The "grievant" is an employee, a group of employees, or the Union filing a grievance.
- B. The Union retains the right to file a grievance on any misapplication of this Agreement or on practices and policies affecting the terms and conditions of employment.
- C. "Grievance" shall mean an alleged violation of a specific article or section of this Agreement.

### Section 2 PROCEDURE

1. Informal Step: The employee either alone or with authorized representative shall request a meeting to discuss an alleged grievance with the supervisor, or his/her designee with the objective of adjusting the grievance informally. Said request shall be made to the supervisor involved no later than twenty (20) days after the incident first occurred or knowledge of said incident by the grievant. A meeting under this step shall take place within ten (10) days after such a request. If the grievant is not satisfied with the disposition of the grievance, the grievance may be taken to Step One of the formal procedure.
2. Formal Steps
  1. Step One: The grievant shall present the grievance to the administrator involved no later than ten (10) days after the informal meeting or, in the absence of such meeting, no later than fifteen (15) days after the request for a meeting. The administrator or his/her designee shall submit a written response to the grievant within fifteen (15) days after submission of the grievance. The Grievance form is in Appendix C.
  2. Step Two: If the grievant is not satisfied with the disposition of the grievance in Step One, he/she may submit it to the Superintendent no later than fifteen (15) days after the written response in Step One. The Superintendent shall submit a written response to the grievant no later than fifteen (15) days after submission of the grievance in this step.
3. *Step Three*

If the grievant is not satisfied with the disposition of the grievance from the district level III hearing, the grievance may be referred to mediation. The grievant/association and the district may mutually agree to submit a grievance to mediation. The grievant/Association shall notify the district in writing within six (6) duty days of the conclusion of Step II of the grievant/Association's desire to move the grievance to mediation. The district shall respond to the request for mediation within ten (10) duty days of the written request.



- a. Within ten (10) duty days following the agreement of mediation, the grievant/Association shall request mediation services with FMCS. The mediation conference shall be scheduled at a mutually convenient location and time.
- b. There shall be one designated spokesperson from each party at the mediation conference.
- c. The mediator shall have the authority to meet separately with either party but shall not have the authority to compel the resolution of a grievance.
- d. The presentation of facts and considerations shall not be limited to those presented at Step Two of the grievance procedure. However, new information shall be shared between the parties prior to the mediation conference. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made.
- e. Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance solely for the purpose of statistical analysis.
- f. Resolution through such mediation shall be reduced to writing and signed by all parties to the grievance.

#### *4. Step Four*

If the grievant is not satisfied with the disposition of the grievance in Step Two or Three, the grievant may submit it to the American Arbitration Association (AAA) or FMCS (Federal Mediation and Conciliation Services) pursuant to the Voluntary Labor Arbitration Rules for a binding decision. Any submission hereunder shall be made no later than thirty (30) working days after the decision in Step Two or Three

### Section 3 RULES

- A. A party to a grievance proceeding shall have the right to representation of his/her choice at any step of the informal and formal proceedings. The grievant shall not be required to discuss any grievance if the grievant's representative is not present. An employee may avail himself/herself of the grievance procedure in person or by counsel and have such grievance adjusted without intervention of the Union provided that:
  - 1. The adjustment is not inconsistent with the terms of this Agreement; and
  - 2. The Union has been given reasonable opportunity to be present at any meeting called for in the resolution of such grievance.
- B. At any step of the grievance procedure, the time limits may be extended by mutual agreement of the Parties to the grievance. Consent shall not be unreasonably withheld. Absences from duty, not to exceed ten (10) working days for legally prescribed reasons shall automatically extend the time limits equal to the number of days of such absence.
- C. Except in cases that constitute dangerous and hazardous conditions, directives from administrators shall be complied with pending resolution of any dispute.
- D. If a dispute exists concerning the arbitrability of an issue to arbitration, the issue of arbitrability shall be the first issue before the arbitrator, and no other matter will be considered by the arbitrator until he/she has issued his/her findings on the question of arbitrability.
- E. The arbitrator shall have no power to add to, to subtract from, modify or alter the terms of this Agreement, nor shall the arbitrator have the power to arbitrate any matter implied or expressly excluded from arbitration.
- F. Neither the Board nor the Union will be permitted to assert before the arbitrator any ground or evidence which was not previously disclosed to the other Party except where a Party was unable to produce said grounds or evidence prior to Step Three. Such grounds and evidence shall be disclosed to the other Party between Step Two and Step Three, the arbitration hearing. The admissibility of such evidence shall be decided by the arbitrator prior to proceeding with the grievance hearing.
- G. Step One and/or Step Two of the grievance procedure may be bypassed by mutual agreement of the grievant and the Superintendent. The grievance shall then be brought directly to Step Three.
- H. The Parties will cooperate in the investigation of any grievance and will, except as limited in Article 11 (Personnel Record), furnish each other such requested information for the processing of any grievance provided the information is not legally restricted or work product related to the grievance or contract negotiations.
- I. No reprisals or recriminations of any kind shall be taken by the Board, Administration or Union against any employee because of his/her participation or non-participation in the procedures set forth in this Article.

- J. Each party shall bear the full cost for its representation in the arbitration. The cost of arbitrator, all stenographic and other expenses will be divided equally between the Parties.
- K. Election of Forum (Non duplication of Remedies): The commencing of legal proceedings against the Board in a court of law of equity, or before the Public Employees Relations Commission, or other administrative agency, by an employee, employees or the Union of its/their right to resort to the grievance and arbitration procedure contained in this Agreement for resolution of the alleged violation or violations of the express terms of this Agreement.
- L. Grievances and answers thereto submitted pursuant to this grievance procedure shall not be placed in an employee's permanent personnel file but will be maintained in a separate file containing grievance records.
- M. The grievant shall have the unequivocal right to stop a grievance completely at any informal or formal step of the grievance procedure.
- N. Any relief granted prior to Step Two requiring the expenditure of Board funds which is not in accordance with Florida Statutes, DOE Regulations or Board Policies shall be void at that level but may be carried to Step Three, if appropriate. Any relief granted prior to Step Two shall not be deemed to establish past practice, custom precedent, or usage as to any other circumstances or occurrences without the express approval of the Superintendent.

## ARTICLE 24 - TERMINAL PAY AND EARLY RETIREMENT

### Section 1 TERMINAL PAY

A. The Board shall provide terminal pay to an employee at retirement, Declaration of Deferred Retirement Option Program (DROP), or to beneficiary if service is terminated by death. Such terminal pay shall be an amount determined by the hourly rate of pay of the employee at retirement declaration of Deferred Retirement Option Program, (DROP) or resignation or death multiplied by those percentages as outlined in Florida Statutes, Chapter 1012.61 and eighty percent (80%) of the employee's accumulated leave days, unless changed by future negotiations or law.

Normal retirement shall be defined as specified by the Florida Retirement System for Pension Plan Members or Investment Plan members. As defined in FRS Section 121.021(29)F.S.

- B. Only sick leave earned in Hardee School District shall be considered when calculating terminal sick pay. Sick leave is assumed to be used on a first earned first used basis.
- C. Terminal pay to all eligible employees shall be made to a 401(a) Qualified Retirement Plan to be selected jointly by the Board and the Union. Payments shall be made in accordance with Federal regulations.
- D. In the event the Board and the Union negotiate an end to the 401(a) program, terminal pay will revert to the percentages outlined in F.S. Chapter 1012.61 multiplied by seventy-five percent (75%).
- E. Ownership of the 401(a) account shall belong to the employee.

### Section 2 DEFERRED RETIREMENT OPTION PROGRAM (DROP)

- A. Employees enrolled in DROP will no longer earn FRS retirement credit even though he/she continues as an employee in a regular established position for the established drop period.
1. Accumulated vacation will be paid at the rate of one hundred percent (100%) of the current rate of pay at the declaration of DROP.
  2. Vacation will continue to accrue at the normal rate per month but shall not be carried from one fiscal year to the next. At the end of the DROP period the maximum accumulated vacation eligible for compensation during the DROP period shall be 15 days.
  3. Employees entered into DROP shall be credited five (5) days of their allotted vacation days as of July 1 of each year.
- B. At the declaration of DROP, accumulated sick leave shall be paid for unused sick leave at ninety percent (90%) of the current rate of pay. Payment shall be evenly distributed over the DROP employment period.
1. In the event the Board and the Union negotiate an end to the 401(a) program, accumulated sick leave shall be paid for unused sick leave at eight-five percent (85%) of the current rate of pay.

- C. While enrolled in DROP the employee will continue to accrue sick leave time. The Board shall provide terminal pay to an employee at termination of the DROP period. Such terminal pay shall be an amount determined by the final daily rate of pay of employment at termination or death multiplied by eighty percent (80%) of the employee's accumulated leave days.
  - 1. In the event the Board and the Union negotiate an end to the 401(a) program, terminal pay shall be an amount determined by the final daily rate of pay of employment at termination or death multiplied by seventy-five percent (75%) of the employee's accumulated leave days.
- D. Terminal pay to all eligible employees shall be made to a 401(a) Qualified Retirement Plan to be selected jointly by the Board and the Union. Payments shall be made in accordance with Federal regulations.
- E. Ownership of the 401(a) account shall belong to the employee.

**Section 3 RETURN FROM DEFERRED RETIREMENT OPTION PROGRAM (DROP)**

- A. Effective July 1, 2016, employees returning from DROP after normal retirement shall be placed on the performance pay schedule and be granted no more than five years experience.
- B. Employees who returned from DROP prior to July 1, 2010 and who are employed by HCSB shall remain at their current step
- C. All employees reemployed after DROP and normal retirement will be on annual contract and recommended at the superintendent's discretion.

**Section 4 RETIREMENT INCENTIVE COMMITTEE**

A committee may be established to study the feasibility of an early retirement and **retirement incentive program** for the employees of Hardee County. The committee shall bring its consensus results to both the school board and the union for their approval and subsequent collective bargaining.

## ARTICLE 25 - INSURANCE

### Section 1 HEALTH INSURANCE

- A. The Board agrees to provide employees with hospitalization, health insurance, a vision care program, dental insurance and life insurance programs. Any change in benefits or premium shall be negotiated prior to implementation.
- B. Health insurance will be effective for eligible new employees on the first of the month following thirty (30) calendar days after the first duty day date.
- C. The District-sponsored vision care program is voluntary; employees cover 100% of vision premiums by payroll deduction.
- D. The following are monthly employee and Board contributions for the District-sponsored dental plan:

|                   | Monthly Employee | Monthly Board |
|-------------------|------------------|---------------|
| Employee          | \$18.00          | \$19.19       |
| Employee + spouse | \$55.64          | \$17.87       |
| Employee + child  | \$40.14          | \$32.77       |
| Family            | \$64.50          | \$44.75       |

- E. Effective 10/1/2021, eligible employees shall be offered the district sponsored United Health Plan BWOE-M A16-M.
  - 1. The employee annual premium share will be paid over 24 equal payroll deductions, pro-rated for those who work less than their contracted period.

| United plan | 11/1/2021-9/30/2022 |                  |                  |
|-------------|---------------------|------------------|------------------|
|             | Monthly Employee \$ | Monthly Board \$ | Board HRA/ month |
| Employee    | \$50.00             | \$719.05         | \$100.00         |
| Emp+Spouse  | \$625.00            | \$966.93         | \$100.00         |
| Emp+Child   | \$350.00            | \$1,095.81       | \$100.00         |
| Family      | \$625.00            | \$1,816.73       | \$100.00         |

2. The School Board will also provide an HRA account equal to \$100/month, pro-rated for employees who work less than their contracted period.
3. Employees will have the opportunity to earn additional HRA contributions from United Healthcare by participating in United Health Motion Program.
4. The Hardee County School Board offers to any benefit eligible employee that declines the medical insurance coverage a stand-alone Health Reimbursement Arrangement (H.R.A.). The H.R.A. will provide reimbursement of funds to qualified individuals for Qualified Medical Expenses not covered by the traditional group health plan being offered. Qualified medical expenses are defined by IRS Code, Section 213(d) and include amounts paid for the diagnosis, cure, mitigation, treatment, or prevention of disease for the purpose of affecting any structure or function of the body. Annually, \$1200 will be allocated to each eligible member. There will be no carryover of unused funds and no employee can contribute to the fund.

## **Section 2 INSURANCE REVIEW COMMITTEE**

- A. The Superintendent shall upon ratification of this Agreement appoint members to the Insurance Review Committee for the purposes of:
  1. Determining options available in keeping with current and projected cost.
  2. Determining adequacy of and delivery of plan coverage and benefits.
  3. Making recommendations prior to March 1 each year.
  4. Provided four-fifths of the committee members agree to the recommendations, they shall be made directly to the School Board which shall either accept the recommendations or refer them back to the committee; if less than this fraction of the committee members agree, the results of the committee's work shall be submitted to the parties' negotiations teams for resolution during subsequent bargaining.
- B. The Review Committee shall consist of:
  1. Two members appointed by the Superintendent.
  2. Two employees appointed by the Union President.

3. One school board member appointed by the Chairman of the School Board.

C. Insurance Wellness Initiative Committee

1. Four (4) members of the Association appointed by the President (two from each unit) and four (4) members appointed by the Superintendent and one chosen by the appointees shall comprise the committee.
2. The committee shall be charged with developing and implementing a wellness program available to all employees that meets the guidelines established between the carrier and the School Board.

**Section 3 INSURANCE COVERAGE**

A. Health Insurance

1. Employees who complete their assigned work through the end of the school year and who have been rehired for the next year to return to work in August will have their employee health insurance coverage extended through the start of the next school year provided they return to work at the start of the next school year. An employee who terminates his/her position will have his/her employee health insurance coverage end on the last day of the month of termination.
2. Any employee on approved leave of absence for medical or family medical (without pay) will be covered individually for a period of three (3) months from the beginning date of the leave.

B. Insurance Conversion Privilege

1. The Board agrees to provide conversion privileges for health insurance upon the retirement of employees covered by this Agreement.
2. The premiums must be totally paid by the individual at rates equal to those rates being paid by current employees.

**Section 4 COBRA PROVISIONS**

COBRA benefits, rights and responsibilities will be afforded to all eligible employees and enrolled dependents pursuant to federal laws.

**Section 5 EMPLOYEE ASSISTANCE PROGRAM**

The District will offer two Employee Assistance Program (EAP) plans, effective October 1, 2020. One is offered through US Able Life and one is offered through United HealthCare.

A. Employee Assistance Program Rights

1. Job security will not be jeopardized by referral to the Employee Assistance Program, whether the referral is considered a voluntary referral, in which an employee elects to participate in the program, or a supervisory referral in which a supervisor uses adopted guidelines to refer an employee into the program.



2. An employee has the right to refuse referral into the program and discontinue participation at any time. Failure by an employee to accept referral or continue with treatment will be considered in the same manner as any factor that continues to affect job performance adversely.
3. Requests for participation in the Employee Assistance Program will be made to the Superintendent of Schools or designee.
4. The Superintendent of Schools or designee will maintain a list of programs/facilities for rehabilitation or counseling which are covered by our insurance.

#### B. First Requests for Assistance

1. If the employee enters an in-patient or out-patient program, he/she will be considered to be on approved sick leave and he/she may utilize any accumulated sick days or vacation days to the extent necessary to avoid loss of pay. If the in-patient or out-patient program is extended beyond the customary twenty-eight or thirty days, the employee after having exhausted all accumulated sick leave and vacation days will be automatically approved for the Sick Leave Bank if he/she is enrolled in the Sick Leave Bank, and the employee may apply to the Hardee County Insurance for compensation. The employee and the Board's approved insurance carrier shall assume total financial responsibility for the Employee Assistance Program.
2. Requests for assistance, program use and all other related matters shall be strictly confidential
3. Requests for assistance and program use shall not be used in any disciplinary job action.
4. In the event that the program requires full time attendance a leave of absence will be granted, this leave of absence is not to exceed six (6) weeks.

#### C. Second Request for Assistance

1. If the employee enters an in-patient or out-patient program, he/she will be considered to be on approved sick leave and he/she may utilize any accumulated sick days or vacation days to the extent necessary to avoid loss of pay. If the in-patient or out-patient program is extended beyond the customary twenty-eight or thirty days, the employee after having exhausted all accumulated sick leave and vacation days will be automatically approved for the Sick Leave Bank if he/she is enrolled in Sick Leave Bank, and the employee may apply to the Hardee County Insurance for compensation. The employee and the Board's approved insurance carrier shall assume total financial responsibility for the Employee Assistance Program.
2. Requests for assistance, program use and all other related matters shall be strictly confidential.

3. Request for assistance and program use shall not be used in any disciplinary job action.
4. In the event that the program requires full time attendance a leave of absence will be granted, this leave of absence is not to exceed six (6) weeks.

## ARTICLE 26 - SALARIES

### **Section 1 SALARY SCHEDULE**

The salary of each employee covered by this Agreement is set forth in the Performance Pay Salary Schedule and the Grandfathered Salary Schedule posted on the District website and made part of the Collective Bargaining Agreement.

### **Section 2 METHOD OF PAYMENT**

#### **A. Number of Payments**

Each employee will be paid in twenty-four (24) installments.

#### **B. Pay Days**

Pay days shall be the 15th and last working day of each month.

#### **C. Exceptions**

1. When a pay day falls on or during a school holiday, regularly scheduled vacation or weekend, employees shall receive their paychecks on the last previous workday.
2. Pay checks shall be available to all employees by 1 p.m. each pay day.

#### **D. Final Pay**

Ten month employees shall receive the appropriate fraction of their pay each pay period with four pay checks being received on the employee's last duty day. The balance due shall be paid in a lump sum on the next to the last pay period in June. This final pay check will be dispersed in the regular manner unless the employee furnishes a stamped self-addressed envelope or provides the County Office with an appropriate deposit slip with a properly addressed stamped envelope.

#### **E. Withholding of Pay**

Payment of salaries for work days completed shall not be withheld for punitive reasons. The Principal/Supervisor or other authorized person may withhold the final check if the employee has missed workdays represented in that check and subsequent to the preparation and delivery of the check to the principal/supervisor. A corrected check shall be delivered to the employee within five (5) working days.

#### **F. Suncoast Credit Union or Approved Financial Institution**

The Board agrees to provide deductions to the Suncoast Federal Credit Union or Approved Financial Institution.

**G. Payroll Error**

Necessary corrections of payroll errors shall be made within the pay period following notification. Consideration will be given to hardship cases.

**Section 3 PRE-TAX DOLLAR EXEMPTION**

All full-time instructional personnel shall be entitled participate in a voluntary employee Section 125 Flexible Benefits Plan which will include products agreed upon by both the School Board and Union. The administrator of the program will be Total Administrative Services Corporation (TASC). The administrator shall be named agent of record for all pre- and post-tax cafeteria benefits included in the 125 plan.

Any direct administrative cost of this optional benefits plan will be paid by the participating employee(s).

**Section 4 Pay Check Information**

- A.** The School Board shall make available on its website a legend for the payroll deduction codes used for payroll purposes.
- B.** The School Board shall post on their website all employees' information clearly identifying the source and gross amount of any income other than normal wages included in the current payroll in a searchable PDF format.

## ARTICLE 27 - MISCELLANEOUS

### **Section 1    MODIFICATION OF AGREEMENT**

This Agreement constitutes the full and complete commitments between both parties and may be altered, added to, deleted from, or modified only through the voluntary mutual consent of the Parties in written and signed amendment to this Agreement.

### **Section 2    SEVERABILITY CLAUSE**

Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provision shall be automatically modified by mutual agreement of the Parties to the extent that it violates the law, but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the modified provision.

### **Section 3    PRODUCTION OF EDUCATIONAL MATERIALS**

All employees who participate at their own cost, and on their own time in the production of tapes, publications or other produced educational materials, shall retain residual rights should they be copyrighted or sold by the Board.

### **Section 4    ABSENCES**

Employees shall not be required to arrange for substitutes in the event of their absence. When an employee finds it necessary to be absent, he/she shall be responsible to notify the Principal/Site Supervisor the night before or not later than one (1) hour prior to the time the employee is scheduled to report for duty. Extreme emergencies may arise which make sufficient prior notice impossible and exceptions shall be made in cases of extreme emergencies such as a sudden incapacitation, illness or accident.

### **Section 5    FINGERPRINTING**

Any finger printing and/or criminal background check of any current employee required as a result of changes in Florida or Federal Statutes shall be provided free of cost to the employee by the School Board.

### **Section 6    PAYROLL DEDUCTION SLOTS**

- A. The board will provide four (4) payroll deduction slots to be used by HEA/United for its designated economic services. One payroll slot will be used for pre-tax benefits such as tax deferred annuities; a second payroll slot will be used for insurance; investments, and other post tax advantages; and the third slot will be used for automobile/homeowners coverage; and the fourth slot for BMG Loans at Work.
- B. The Board shall not require HEA/United provide a minimum number of applicants to activate the payroll deduction slots.
- C. HEA/United agrees to hold the Board harmless for any claims arising out of the use of the payroll deduction slots described, except where a claim is attributable to an error on the part of the Board.

## ARTICLE 28 - EFFECT OF AGREEMENT

### Section 1

Any provision of this Agreement shall be determined a valid exception to and shall supersede any existing Hardee School Board rules, regulations, orders or practices which are contrary to or inconsistent with the terms of this Agreement.

### Section 2

An individual contract which is executed during the term of this Agreement between the Board and an employee shall be made expressly subject to the terms of this Agreement. An individual contract which is executed during an interim period between this and subsequent agreements between the Board and an employee shall contain a clause providing that after execution of this Agreement, said individual contract shall be brought into conformity with the terms of that Agreement.

## ARTICLE 29 - MULTI-YEAR PROVISIONS

**Section 1 CONTRACT TERM: The Hardee County School Board and the Hardee Education Association/United agree to a three-year contract effective July 1, 2021 through June 30, 2024 provided however:**

- A. By mutual consent, the parties may for good cause reopen items contained in the Agreement or introduce new items as appropriate.
- B. Each school year, either party may reopen negotiations for monetary items plus up to three non-monetary items each and for such other issues for which there is mutual consent to negotiate.

### Section 2 **MONETARY ITEMS**

Monetary items shall include salary, salary adjustments, supplements and other fringe benefits as well as monetary items not contained in current/then current contract language or requiring additional contract language.

### Section 3 **MUTUAL CONSENT**

Notwithstanding provisions contained in Sections 1 and 2 of this Article, items subject to negotiations may be expanded by mutual consent of the parties.

### Section 4 **ITEM DEFINITION**

For the purpose of this article, the word "item" is defined as any articles or sections when adjusted can reasonably be considered one complete transaction.

**ARTICLE 30 - DURATION OF AGREEMENT**

- 1. This Agreement shall be effective as of July 1, **2021** and shall continue in effect until June 30, **2024**.
- 2. This Agreement may be extended only in writing.
- 3. This Agreement may not be assigned by either party.

IN CONSIDERATION OF THE MUTUAL COVENANTS THIS AGREEMENT IS MADE AND ENTERED INTO THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ BY AND BETWEEN THE HARDEE EDUCATION ASSOCIATION/UNITED AND THE SCHOOL BOARD OF HARDEE COUNTY, FLORIDA.

Hardee Education Association/United and School Board of Hardee County

|       |             |       |                |
|-------|-------------|-------|----------------|
| _____ | President   | _____ | Superintendent |
| _____ | Team Member | _____ | Board Member   |
| _____ | Team Member | _____ | Board Member   |
| _____ | Team Member | _____ | Board Member   |
| _____ | Team Member | _____ | Board Member   |
| _____ | Team Member | _____ | Board Member   |

## APPENDIX A - SICK LEAVE BANK

### Section 1 PURPOSE

- A. Beginning with the school year, 1979-80, a Sick Leave Bank was established for the purpose of providing sick leave with pay for employees of the Hardee County School Board during periods of personal prolonged catastrophic illness, accident or injury not otherwise compensated by the Board. For the Sick Leave Bank, the term employee shall be defined as any full time employee of the Hardee County School Board.
- B. The Sick Leave Bank shall function under rules and procedures administered equally by a committee comprised of HEA/United President, and three members appointed by the Superintendent of his designee.
- C. The Sick Leave Bank shall also function under the Employee's Assistance Program as a means by which employees can request a leave of absence to participate in a rehabilitation program or for counseling. Due to the sensitivity and confidentiality of the request, one union member and one member appointed by the Superintendent shall approve said request.
- D. Any alleged abuse or misuse of the Sick Leave Bank shall be investigated by both parties. If the investigation results in finding of wrongdoing, the employee, the district administration and the bargaining agent shall be notified. The employee, if found guilty of wrongdoing, shall repay all sick leave days drawn from the bank and shall be subject to such disciplinary action as deemed appropriate by the Board.

### Section 2 INITIAL MEMBERSHIP REQUIREMENTS

- A. All employees who have been employed full-time for at least one (1) year and who have accumulated four (4) days of sick leave are eligible to join the Sick Leave Bank.
- B. Employees may join the Sick Leave Bank by:
  - 1. Voluntarily contributing one (1) sick day of their sick leave and,
  - 2. Enrolling on the proper form, and
  - 3. Returning the form to HEA/United during the first thirty (30) working days at the beginning of the school year.
  - 4. Eligible employees hired or returning from leave after the beginning of the school year shall have thirty (30) working days to return the form to HEA/United.
- C. Members who have already contributed one (1) day to the Sick Leave Bank shall automatically remain members of the Bank without further contribution unless as may be required under Section 6 of this Agreement.

### **Section 3 WITHDRAWAL PROCEDURES**

Participating members who are currently full-time employees and who are forced into an extended absence from employment because of his/her own catastrophic illness or accident (excluding workers compensation cases) are eligible. The following criteria must be met when applying to the Sick Leave Bank committee established by the Union for withdrawal of days from the Sick Leave Bank.

- A. Any employee requesting withdrawal from the Sick Leave Bank who is forced into and extended absence from employment because of his/her catastrophic illness or accident (excluding workers compensation cases) will file an application on the proper form accompanied by a physician's statement which shall include the number of days the employee must be absent from work and the nature of the illness or injury.
- B. Any employee requesting withdrawal from the Sick Leave Bank to participate in a rehabilitation program or counseling must provide documentation of enrollment in said rehabilitation program or counseling and any other materials requested.
- C. Exhaustion of all personal sick leave days and any other form of sick leave such as, but not limited to, illness-in-the-line-of-duty.
- D. Has been absent without pay for at least six (6) consecutive working days as a consequence of the illness, accident, or disability.
- E. Be absent from work for at least seven (7) days, six (6) days of which shall not be eligible for compensation under (c). The six (6) day waiting period may be paid days by donated leave days from other employees if the employee so chooses to accept the donation of days subject to the guidelines for leave transfer.
- F. Application for use of the Bank for elective surgery shall not be considered. The Sick Leave Bank Committee may require a second opinion from a physician if necessary to determine whether or not surgery is elective, such second opinion will be obtained at the employee's expense.

### **Section 4 MAXIMUM NUMBER OF DAYS**

The maximum number of Sick Leave Bank days that members are eligible for shall be ten (10) days for each year of employment in the Hardee County Schools cumulative to a total of not more than sixty (60) days during the course of employment.

### **Section 5 APPEAL PROCEDURE**

An applicant for the use of the Bank who is denied use may appeal the denial to a review committee which shall be composed of one member appointed by Management, one member of the Sick Leave Bank committee and one participating member of the Sick Leave Bank jointly selected by HEA/U and Management.

### **Section 6 MAINTENANCE OF THE SICK LEAVE BANK**

The Sick Leave Bank shall be activated when a minimum of 150 days have been deposited. No further contribution shall be required of participating



members unless the Bank is depleted below sixty (60) days. In such case, all participating members shall be required to contribute an additional day to the pool each time the Bank is depleted. Participating members who do not have an additional day accrued at the time of replenishment may contribute the next available sick leave day and remain eligible for membership in the Bank.

**Section 7 DURATION OF AGREEMENT**

The Sick Leave Bank shall remain in existence for the duration of this contract. In the event the Bank is not negotiated in a successor Agreement, the Bank will continue until all days are exhausted or three (3) years have elapsed.

**Section 8 BOARD REVIEW**

The Board reserves the right to make an annual review of the leaves granted through the Sick Leave Bank.

## APPENDIX B - JOB SHARING

### Section 1 PURPOSE

The purpose of the program is to provide part time employment to currently employed instructional personnel. This concept can be used effectively with currently employed personnel and retirees or those approaching retirement as a means of providing a contribution to education. In light of the potential benefit this concept may have for the retention of employees, the Board and the Union agree to this Job Sharing Program.

### Section 2 JOB SHARING DEFINITION

Job Sharing is the employment of two employees performing the duties and responsibilities for one particular job position. Job Sharing is not designed to be permanent part time employment or to provide opportunity for board employees to work for other employers.

### Section 3 DISTRICT JOB SHARING COMMITTEE

- A. A district Job Sharing Committee shall be created consisting of the following members: two (2) members appointed by the Superintendent, two (2) members appointed by the Union President, one (1) member appointed by the School Board Chair, and a Director of Curriculum.
- B. The purpose of the committee is to make recommendations to the Superintendent in accordance with the terms and conditions set forth in this Article.

### Section 4 ELIGIBILITY CRITERIA

The Hardee County Job Sharing Program shall be made available to employees at all levels and is intended to assist in retaining qualified employees in the district. In order to participate, an employee must now hold or have held in the past continuing contract status or professional services contract status in Hardee County and be in one of the following categories:

1. Be an employee returning from maternity leave, child care leave, or medical leave.
2. Be an employee anticipating retirement within one year of the year for which he/she applies for consideration for this program.
3. Be a retiree from the Hardee County School District who has satisfied the statutory limitations for full employment.
4. Be a current employee desiring a temporary part-time assignment for the purpose of being a primary caregiver to a family member during a period of medical crisis.

5. Be an employee on educational leave to train or retrain in a critical shortage area.

## **Section 5    CONDITIONS OF EMPLOYMENT**

The conditions for employment for participation in the Job Sharing Program shall be as follows:

1. The period of assignment will be for an aggregate of eighteen and three-quarters (18.75) hours per week. A request for any deviation from this schedule must be first approved by the principal, then made in writing to the Job Sharing Committee. Such request shall specify the reasons for the deviation, the proposed work schedule, and the anticipated impact on the students affected, a plan for curriculum coordination for common students, and other information needed by the principal.
2. The schedule of duties and assignments shall be made at the work site level by the principal consistent with the certification and experience of the employees and based on the educational needs of the students. A request for deviation from this schedule shall be made in accordance with paragraph one above.
3. The employee must be appropriately certified to teach in the area in which he/she is to be considered for placement.
4. Initial requests for participation in the program must be made on or before July 15 for consideration for first semester placement or by November 15 for consideration for second semester placement. Requests to continue existing Job-Share agreements must be made on or before May 15. Requests for exceptions to the time deadlines shall be made to the Job Sharing Committee for recommendation the-Superintendent.
5. An employee may participate in the Job Sharing Program for as long as needed if approved by the principal. The employee must reapply and be approved by the Board annually.
6. The accrual of experience on the salary schedule shall be capped at the one (1) year limit and no additional experience shall be granted as defined below: unless the teacher returns to regular employment status. Experience shall be granted at the end of the first year in the Job Sharing Program. No additional experience shall be granted at the end of the second year.
  - a) Teachers working more than one-half (1/2) of the school year shall be granted one year experience on the salary schedule at the end of each year of job sharing.
  - b) Teachers working less than fifty percent (50%) but more than twenty-five percent (25%) of the school year will receive one (1) year experience for two (2) consecutive years enrolled in job sharing.

- c) Experience on the salary schedule will be awarded to job share participants at such time that it is awarded to the bargaining unit's membership.
7. Employees holding Continuing Contracts or Professional Service Contracts shall be guaranteed employment at the end of each year.
8. Employees in the Job Sharing Program will not be granted long term leaves of absence except for unforeseen medical emergencies. Requests for leaves of absences shall be made in accord with the terms of the Master Contract.
9. All Job Share participants shall attend all Pre and Post school conferences as well as inservice workshops, scheduled faculty meetings, planned parent conferences, and special activities involving the students for whom they are responsible as part of this agreement at no additional compensation.
10. Job Share Partners agree to serve as the primary substitute for each other in the event one is absent from his/her respective assignment. A substitute shall be called only if a Job Share Partner is unable to be a substitute for the other.

## **Section 6 COMPUTATION OF SALARY FOR JOB SHARING PARTICIPANTS**

- A. The period of service for the purposes of this program shall be eighteen and three quarters (18.75) hours per week during the regular school year of 196 days or as mutually agreed between the job share participant, principal, superintendent and school board. Payment and benefits for this period of employment shall be computed as follows: Payment shall equal one half (1/2) of the individuals' salary based on degree and experience or in the event of a modification of the terms of the specific job-sharing agreement, the pro-rata percentage as agreed to by the participant, principal, superintendent and school board.
- B. In addition to the above salary amounts the employee shall also receive:
  1. An appropriate pro-rated share of the Board's annual contribution for group health and life insurance. Employees who are relatives (as defined in F.S. 1012.61 (2)) may elect to designate one of the participants to receive 100% of the health and life insurance contribution.
  2. Sick Leave computed at the rate of one-half (1/2) day per month for each month worked not to exceed 5 days per year or a prorated share. A maximum of three (3) days personal leave may be charged to sick leave or a prorated share.
  3. Appropriate contributions for the Florida Retirement System and Social Security.

## **Section 7 EVALUATION CRITERIA**

- A. Participants in the Job Share program will be required to provide evidence that the students in the affected classroom have made academic gains at least equal to similar students in non-job sharing classrooms.
- B. Criteria for evaluation will include the following:
  - 1. Standardized test scores.
  - 2. Student portfolios.
  - 3. Parent letters and evaluations.
  - 4. Principal observations.

**APPENDIX C - GRIEVANCE FORM**

**SCHOOL BOARD OF HARDEE COUNTY**

**Name(s) of Grievant(s):** \_\_\_\_\_

**Work Site:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Date of Informal Level Discussion with Administrator/Supervisor** \_\_\_\_\_

**Grievance Level I: Date Filed:** \_\_\_\_\_

**Grievance Level II: Date Filed:** \_\_\_\_\_

**Grievance Level III: Date Filed:** \_\_\_\_\_

**Grievance filed under the provisions of the: (Circle One) SUPPORT TEACHER Contract**

**Article(s) and specific section(s) of Contract violated:** \_\_\_\_\_

\_\_\_\_\_

**Date of Alleged Violation:** \_\_\_\_\_

**Statement of the Grievance:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Relief Sought:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Grievant(s) Signature(s)**

**Grievance Level I:**

**Date Received by Administrator/Supervisor:** \_\_\_\_\_

**Position of**

**Administrator/Supervisor:** \_\_\_\_\_

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

**Grievance Level II:**

**Date Received by Superintendent:** \_\_\_\_\_

**Position of Superintendent/designee:** \_\_\_\_\_

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

**Grievance Level III: (Mediation)**

**Date Received by Superintendent:** \_\_\_\_\_

**Mediation Request:**      **Approved**      **Denied**

**Grievance Level IV: (Arbitration)**

**Date Received by Superintendent:** \_\_\_\_\_



## APPENDIX D MOUs

### Memorandum of Understanding Between School Board of Hardee County and Hardee Education Association/ United **Premium Pay** 2021-22 and 2022-23

The School Board of Hardee County (Hardee Schools) and Hardee Education Association/ United (HEAU) enter this Memorandum of Understanding (MOU).

**WHEREAS:** In December 2021, Hardee Schools' staff will submit a grant application to the Florida Department of Education (FDOE), requesting to use a portion of Elementary and Secondary School Emergency Relief (ESSER III) Fund under the American Rescue Plan (ARP) Act to issue "premium pay" of \$2,000 plus benefits to eligible staff in 2021-22 and \$1,500 plus benefits to eligible staff in 2022-23.

**THEREFORE:** Be it understood the following shall be effective for the \$2,000 and \$1,500 premium pay:

1. To be eligible for a \$2,000 one-time payment in 2021-22, an employee must satisfy all of the following criteria:
  - a. Employee worked or used paid leave for at least 100 days in 2021-22, and
  - b. Employee has a contracted salary schedule position such as instructional staff, educational support professional (ESP) or administrator, and
  - c. Employee is considered active or on short-term leave five days prior to the 2021-22 premium pay being issued by Hardee Schools' payroll staff via direct deposit or payroll check.
  
2. To be eligible for a \$1,500 one-time payment in 2022-23, an employee must satisfy all of the following criteria:
  - a. Employee worked or used paid leave for at least 100 days in 2022-23, and
  - b. Employee has a contracted salary schedule position such as instructional staff, educational support professional (ESP) or administrator, and
  - c. Employee is considered active or on short-term leave five days prior to the 2022-23 premium pay being issued by Hardee Schools' payroll staff via direct deposit or payroll check.

3. Due to the uncertainty of classifying the \$2,000 and \$1,500 premium pay as "qualified disaster relief payments", they will be treated as a one-time "bonus", reported as gross income and subject to FICA/Medicare taxes from the employee and employer.
4. The following steps must happen in this order before Hardee Schools can issue \$2,000 and/or \$1,500 premium pay:
  - a. FDOE approves Hardee Schools' ESSER III/ ARP grant application including the section on \$2,000 and \$1,500 premium pay and benefits.
  - b. Hardee Schools' employees ratify this MOU, if deemed necessary by HEAU
  - c. Hardee School Board approves this MOU
5. If FDOE does not approve Hardee Schools' use of ESSER III/ ARP funds for \$2,000 and/or \$1,500 premium pay and benefits, this MOU is null and void.
6. This MOU is limited to use of ESSER III/ ARP for \$2,000 premium pay in 2021-22 and \$1,500 premium pay in 2022-23. The MOU does not indicate or cause a conclusion of collective bargaining for 2021-22 or 2022-23.

Memorandum of Understanding  
Between  
School Board of Hardee County and  
Hardee Education Association/ United  
**\$1,000 Premium Pay**  
2022-23

The School Board of Hardee County (Hardee Schools) and Hardee Education Association/ United (HEAU) enter this Memorandum of Understanding (MOU).

**WHEREAS:** On November 10, 2021, Governor Ron DeSantis announced his education budget proposals for 2022-23, including “a second-straight year of \$1,000 bonuses for Florida’s teachers and principals”.

**WHEREAS:** During the 2022 session, the Florida Legislature may appropriate Federal American Rescue Plan funds to provide a \$1,000 payment to full-time classroom teachers, certified prekindergarten teachers funded in the Florida Education Finance Program, and principals, as they did during the 2021 legislative session. The appropriation may be for the 2022-23 fiscal year.

**WHEREAS:** In 2022, the Florida Department of Education (FDOE) may specify eligibility criteria for \$1,000 Educator Disaster Relief Payments to teachers and principals.

**WHEREAS:** In 2022, the State may issue \$1,000 Educator Disaster Relief Payments to eligible teachers and principals.

**WHEREAS:** In December 2021, Hardee Schools' staff will submit a grant application to FDOE, requesting to use a portion of Elementary and Secondary School Emergency Relief (ESSER III) Fund under the American Rescue Plan (ARP) Act to issue "premium pay" of \$1,000 plus benefits to eligible staff. The application for premium pay will exclude classroom teachers and principals who received the \$1,000 Educator Disaster Relief Payment from the State in 2022.

**WHEREAS:** ARP funds may be expended for Activity 2(R) – Other activities that are necessary to maintain the operation and continuity of services in local educational agencies and continuing to employ existing staff of the local educational agency.

**THEREFORE:** Be it understood the following shall be effective for \$1,000 premium pay in 2022-23:

1. To be eligible for a \$1,000 one-time payment, an employee must satisfy all of the following criteria:
  - a. Employee did not receive an Educator Disaster Relief Payment from the State in 2022, and

- b. Employee worked or used paid leave for at least 100 days in 2022-23, and
  - c. Employee has a contracted salary schedule position, and
  - d. Employee is considered active or on short-term leave five days prior to the premium pay being issued by Hardee Schools' payroll staff via direct deposit or payroll check.
2. Due to the uncertainty of classifying the \$1,000 premium pay as "qualified disaster relief payments", they will be treated as a one-time "bonus", reported as gross income and subject to FICA/Medicare taxes from the employee and employer.
3. The following steps must happen before Hardee Schools can issue \$1,000 premium pay in 2022-23:
  - a. The Legislature appropriates funds in 2022 to provide a \$1,000 payment in 2022-23 to full-time classroom teachers, certified prekindergarten teachers funded in the Florida Education Finance Program, and principals
  - b. FDOE specifies eligibility criteria for \$1,000 Educator Disaster Relief Payments to teachers and principals.
  - c. The State issues \$1,000 Educator Disaster Relief Payments to eligible teachers and principals.
  - d. FDOE approves Hardee Schools' ESSER III/ ARP grant application including the section on \$1,000 premium pay and benefits
  - e. Hardee Schools' employees ratify this MOU, if deemed necessary by HEAU
  - f. Hardee School Board approves this MOU
4. If FDOE does not approve Hardee Schools' use of ESSER III/ ARP funds for \$1,000 premium pay in 2022-23 and benefits, this MOU is null and void.
5. This MOU is limited to use of ESSER III/ ARP for \$1,000 premium pay in 2022-23. The MOU does not indicate or cause a conclusion of collective bargaining during that time period.

Memorandum of Understanding  
Between  
School Board of Hardee County and  
Hardee Education Association/ United  
**Use of TSIA Funds 2021-22**

The School Board of Hardee County (Hardee Schools) and Hardee Education Association/ United (HEAU) enter this Memorandum of Understanding.

WHEREAS: In 2020-21, the Legislature appropriated \$500 million for Teacher Salary Increase Allocation (TSIA) within the Florida Education Finance Program. From those funds, 80% was to be used to increase the minimum base salary for full-time classroom teachers to \$47,500 or the maximum achievable. The remaining 20% was to provide salary increases to full-time classroom teachers who did not receive an increase from the 80% allocation, or received an increase of less than 2%, or to any other full-time instructional personnel.

WHEREAS: In 2020-21, Hardee Schools and HEAU agreed to use TSIA and other funding sources to increase the base salary for full-time classroom teachers to \$45,200 and to increase other instructional salaries by at least \$1,000.

WHEREAS: In 2021-22, the Legislature has continued TSIA funding by appropriating \$550 million. The 80% and 20% allocation requirements remain unchanged.

WHEREAS: The Florida Department of Education (FDOE) has calculated the following 2021-22 TSIA amounts for Hardee Schools:

- to maintain salary increases from the prior year \$794,427
- to increase classroom teachers' minimum base salary (80%) \$63,554
- to increase other salaries (20%) \$15,889.

WHEREAS: Hardee Schools' TSIA funding must cover salary increases, related Florida Retirement System expenses (generally 10.82%) and related FICA/ Medicare expense (7.65%).

WHEREAS: Section 1011.62(16) Florida Statutes, provides that each school district superintendent must submit a proposed TSIA salary distribution plan to the district school board for approval. In addition, each school district must submit an approved TSIA salary distribution plan to FDOE by October 1, 2021 or submit reasons why the plan was not approved by October 1.

THEREFORE: Be it understood the following shall be effective for use of TSIA funds in 2021-22:

1. Hardee Schools' allocation of \$794,427 and other funds, as necessary, will be used to maintain classroom teacher and instructional staff pay adjustments from 2020-21.

2. The new minimum base salary for full-time classroom teachers will increase from \$45,200 to \$45,750. (80% allocation)
3. For performance pay and hybrid full-time classroom teachers, if base pay (job 1) plus performance pay (job 85) is less than \$45,750, the new salary will increase to \$45,750. (80% allocation)
4. Full-time classroom teachers and full-time instructional staff paid more than \$45,750 before TSIA 2021-22 funds will receive a pay increase of \$50. (20% allocation)
5. The new minimum base salary for full-time instructional staff will increase from \$45,200 to \$45,750. (20% allocation)
6. TSIA salary amounts do not include or consider semi-monthly supplements for advanced degrees, guidance counselors, speech therapists, etc.
7. The basis for this MOU is the spreadsheet *TSIA 2021-22 work share with HEAU.xlsx* prepared by Hardee Schools' Finance Department and submitted to HEAU on August 21, 2021.
8. This MOU is limited to use of TSIA funds in 2021-22. The MOU does not indicate or cause a conclusion of collective bargaining for 2021-22.
9. This MOU must be ratified by HEAU and approved by the School Board before any TSIA funds will be used to increase salaries and related benefits in 2021-22.