

AGREEMENT

BETWEEN

THE SCHOOL BOARD OF

HIGHLANDS COUNTY

AND

THE HIGHLANDS COUNTY

EDUCATIONAL ASSOCIATION

2022 – 2025

APPROVED SBHC

September 18, 2023

HCEA RATIFIED

September 11, 2023

TABLE OF CONTENTS

ARTICLE	PAGE
ARTICLE I: PURPOSE AND RECOGNITION.....	1
A. PURPOSE.....	1
B. RECOGNITION.....	1
C. EXCLUSIONS.....	1
D. PARTIES TO THE CONTRACT	1
E. DEFINITIONS.....	2-4
ARTICLE II: PROCEDURE FOR NEGOTIATIONS.....	4
A. MUTUAL COMMITMENT TO GOOD FAITH NEGOTIATIONS.....	4
B. REQUEST FOR MEETINGS.....	4
C. AGREED UPON ITEMS.....	5
D. INTERPRETATION.....	5
E. NEGOTIATION TEAMS.....	5
F. ACCESS TO INFORMATION	5
G. RELEASE TIME	5
H. NON-RATIFICATION.....	6
I. LAW SUPERSEDES THIS AGREEMENT.....	6
J. CONSTITUTES ENTIRE AGREEMENT.....	6
ARTICLE III: EMPLOYEE RIGHTS.....	6
A. RIGHTS, RESPONSIBILITIES, PROTECTION IN REPRESENTATION.....	6
B. EVALUATION OF STUDENTS.....	6
C. ASSOCIATION IDENTIFICATION.....	7
D. RELEASE TIME	7
E. TEST SECURITY.....	7
F. DRESS CODES.....	7
G. ATTENDANCE REPORTING	7
H. CLASS INTERRUPTIONS.....	7
I. NONDISCRIMINATION	7
J. EMPLOYEE IDENTIFICATION.....	8
K. HARASSMENT.....	8
L. PROGRESSIVE DISCIPLINE.....	8-9
M. COMPLAINTS.....	9
N. DISMISSAL.....	9
ARTICLE IV: HCEA RIGHTS	10
A. USE OF FACILITIES.....	10
B. COMMUNICATION	10
C. ACCESS TO MEMBERS.....	11
D. INFORMATION	11
E. BOARD MEETINGS.....	11
F. RELEASE TIME	11
G. LEAVE OF ABSENCE	11
H. SUBCONTRACTORS.....	11
I. BUILDING REPRESENTATIVE AND PRINCIPAL.....	12
J. ASSOCIATION REPRESENTATIVE AND SUPERINTENDENT	12
K. TECHNOLOGY	12

ARTICLE V: PAYROLL DEDUCTION	12
A. DUES DEDUCTION.....	12
B. SAVE, HARMLESS CLAUSE	12
C. OTHER DEDUCTIONS.....	12-13
D. PAYROLL DATES.....	13

ARTICLE VI: GRIEVANCE PROCEDURE	13
A. DEFINITION.....	13
B. LEVELS OF THE GRIEVANCE PROCEDURE.....	13
INFORMAL.....	13
LEVEL I.....	13
LEVEL II.....	13
LEVEL III.....	14
LEVEL IV.....	14
C. TIMELINES.....	14
D. EXTENSIONS.....	15
E. COST	15
F. ADJUDICATION.....	15
G. FAIR TREATMENT	15
H. END OF YEAR.....	15
I. ILLNESS AND INCAPACITY	15
J. MEETINGS AND CONFERENCES	15
K. FILES	15
L. WITHDRAWAL.....	15
M. NON-RESPONSE	16
N. REPRESENTATION	16
O. RESPONSIBILITIES DURING GRIEVANCE PROCESSING	16
P. MATERIALS IN THE EMPLOYEES PERSONNEL FILE.....	16
Q. RESOLUTION AFFECTING MORE THAN ONE MEMBER.....	16

ARTICLE VII: WORKING CONDITIONS	17
A. WORK YEAR	17
1. REGULAR CONTRACT	17
2. EXTENDED CONTRACT	17
3. HOLIDAYS.....	17
4. SCHOOL CALENDAR.....	17
B. WORK DAY.....	17
1. LUNCH PERIODS.....	18
2. MEETINGS BEYOND REGULAR WORKDAY	18
3. PREPARATION TIME	18-19
4. PROOF OF PLANNING	19
C. ADDITIONAL RESPONSIBILITIES	19
D. JOINT WORKLOAD ADJUSTMENT COMMITTEE.....	19-20
E. INSERVICE PROGRAMS.....	20
F. ITINERANT TEACHERS WORKING CONDITIONS.....	21
G. JOB SHARING	21
H. PUPIL-TEACHER RATIO	21

ARTICLE VIII: EMPLOYEE ASSESSMENT21-22

ARTICLE IX: PERSONNEL FILES	22
A. PERSONNEL FILE CONTENTS	22-23
B. PERSONNEL FILE REVIEW	23
C. PERSONNEL FILE REPRODUCTION	23

ARTICLE X: PERSONAL AND ACADEMIC FREEDOM	23
A. PERSONAL.....	23
B. ACADEMIC	24

ARTICLE XI:	PUPIL DISCIPLINE	24
A.	DEFINITION.....	24
B.	BOARD SUPPORT AND ASSISTANCE	24
C.	STUDENT BEHAVIOR AND DISCIPLINE POLICY	24
D.	CLASSROOM CONTROL.....	25
1.	STUDENT EXCLUSION FROM THE CLASSROOM.....	25
2.	EXTREME VIOLATIONS OF THE STUDENT CODE OF CONDUCT.....	25
3.	RECOMMENDATION OF DISCIPLINE BY TEACHER	25
4.	CORPORAL PUNISHMENT.....	25
5.	UNIFORM DISCIPLINE REFERRAL FORM.....	25
6.	SUPPORT OF THE TEACHER BY THE SCHOOL BOARD	25
ARTICLE XII:	WAGES AND SALARIES.....	26
A.	WAGES.....	26
1.	SCHEDULE	26
2.	PLACEMENT ON SALARY SCHEDULE	26-27
3.	CREDIT TOWARD PROFESSIONAL SERVICES CONTRACT.....	27
4.	HIGHLANDS COUNTY NON-INSTRUCTIONAL EXPERIENCE CREDIT ...	27
5.	ADVANCEMENT ON THE SALARY SCHEDULE	28
6.	METHOD OF PAYMENT.....	28
7.	EXTRA ASSIGNMENT AND EXTENDED CONTRACT RATE.....	28-29
B.	SUPPLEMENTAL PAY	29
1.	EXTRACURRICULAR AND CO-CURRICULAR ACTIVITIES	29-30
2.	EXPENSES OF TRAVELING EMPLOYEES	30
3.	TERMINAL PAY FOR SICK LEAVE	30
4.	DEFERRED RETIREMENT OPTION PROGRAM (DROP).....	31
5.	FUND WITHDRAWAL; EMPLOYEES UNDER 55 YEARS OF AGE.....	32
6.	SPECIAL TERMINAL PAY PLAN	32
7.	ANNUAL PAYMENT FOR ACCUMULATED UNUSED SICK LEAVE.....	32
ARTICLE XIII:	INSURANCE.....	33
A.	HOSPITALIZATION	33
B.	TERM LIFE INSURANCE	33
C.	DENTAL	33
D.	INSURANCE COMMITTEE	33
ARTICLE XIV:	LEAVE.....	34
A.	SICK LEAVE	34
1.	ACCUMULATIVE BENEFITS.....	34
2.	TRANSFER OF SICK LEAVE	34
3.	NOTIFICATION OF ACCUMULATION	35
4.	EXTENDED LEAVE	35
5.	ILLNESS/INJURY IN THE LINE OF DUTY	35
6.	VERIFICATION OF ILLNESS.....	35
B.	LEAVES OF ABSENCE.....	35
1.	ABSENCE WITHOUT LEAVE	35
2.	ABSENCE WITHOUT PAY	35
3.	NOTICE OF ABSENCE	35-36
4.	LEAVE APPLICATION.....	36
5.	PERSONAL.....	36
6.	JURY AND TRIAL.....	36
7.	PROFESSIONAL	36
8.	ARMED SERVICES PHYSICAL.....	36
9.	UNPAID LEAVE	36
10.	FEA DELEGATE ASSEMBLY	37
11.	NATIONAL BOARD CERTIFICATION.....	37

C. EXTENDED LEAVES OF ABSENCE	37
1. PARENTAL	37-38
2. ASSOCIATION	38
3. MILITARY	38
4. OUTSIDE TEACHING	38
5. PUBLIC OFFICE	38
6. SABBATICAL LEAVE	38-39

ARTICLE XV: VACANCIES, TRANSFERS AND REASSIGNMENTS ...39

A. TRANSFERS AND REASSIGNMENTS.....	39
1. VACANCIES.....	39
2. TRANSFERS.....	39
3. CRITERIA.....	40
4. THE INTERVIEW TEAM	40
5. SPECIAL REQUESTS FOR TRANSFERS.....	40
6. FILLING OF VACANCY BY TEMPORARY ASIGNMENT.....	40
B. INVOLUNTARY TRANSFERS AND REASSIGNMENTS.....	40
1. CRITERIA.....	40
2. PROCEDURE FOR INVOLUNTARY FILLING VACANCIES.....	41
3. NOTICE	41
4. MEETING	42
C. STAFFING NEW SCHOOLS	42

ARTICLE XVI: SUPPLEMENTAL ASSIGNMENTS..... 43

1. SPECIAL ASSIGNMENTS	43
2. SELECTION OF APPLICANTS	43
3. INSTRUCTIONAL LEADERSHIP.....	43

ARTICLE XVII: DISTRICT RESOURCE PERSONNEL 43

ARTICLE XVIII: EMPLOYMENT AND ASSIGNMENTS..... 44

A. ASSIGNMENT OF EMPLOYEES	44
B. ASSIGNMENT CRITERIA.....	44
C. ADDITIONAL ASSIGNMENTS	44
D. IN-SCHOOL DUTIES.....	45

ARTICLE XIX: REDUCTION OR REALLOCATION OF STAFF..... 45

A. LAYOFFS.....	45
B. RECALL RIGHTS.....	45
C. NOTIFICATION.....	45
D. BENEFITS.....	45

ARTICLE XX: PROCEDURES FOR SUPERVISION OF STUDENT.....46
TEACHER/ PROFESSIONAL EDUCATION COMPETENCY PROGRAM

A. COOPERATING EMPLOYEES REQUIREMENTS	46
B. CONSENT.....	46
C. ASSIGNMENTS	46
D. PROCEDURES FOR SUPERVISION OF STUDENT TEACHERS/ PROFESSIONALS EDUCATION COMPETENCY PROGRAM (PEC).....	46

ARTICLE XXI: MEDICAL EXAMINATION.....46

ARTICLE XXII: SAFETY PROVISIONS/FACILITIES	47
A. EMPLOYEE FACILITIES	47
1. INSTRUCTIONAL AREAS	47
2. RESTROOMS.....	47
3. DINING AREA	47
4. PARKING.....	47
5. EMPLOYEE EQUIPMENT	47
6. PROTECTIVE DEVICES.....	47
7. EMERGENCY LIGHTING	47
8. SECURITY VISIBILITY.....	47
9. FENCING.....	47
10. OUTSIDE LIGHTING.....	47
11. STORAGE SPACE	47
12. LOUNGES	47
13. TELEPHONE	48
14. COMMUNICATION SYSTEM.....	48
15. TEXTBOOKS.....	48
16. CHALKBOARDS/WHITEBOARDS	48
17. DICTIONARY.....	48
18. BOOKS AND EXPENDABLES.....	48
19. UNIFORMS.....	48
20. CLERICAL SERVICES.....	48
21. VENDING MACHINES	48
22. KEYS	48
B. MAINTENANCE REQUESTS	49
C. PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY	49
1. UNSAFE AND HAZARDOUS CONDITIONS	49
2. PROCEDURES FOR HAZARDOUS CONDITIONS	49
3. USE OF REASONABLE FORCE	50
4. ASSAULT AND BATTERY OF AN EMPLOYEE	50
5. REPORTING ASSAULTS	50
6. HAZARDOUS SITUATIONS	50
7. FIRST AID	50
8. STUDENT ILLNESS OR INJURY	50
 ARTICLE XXIII: INSTRUCTIONAL MATERIALS AND SUPPLIES	 51
A. PURPOSE.....	51
B. TEACHER INPUT	51
 ARTICLE XXIV: ACCOUNTABILITY/SCHOOL REFORM	 51-52
 ARTICLE XXV: CHARTER SCHOOLS	 52
 ARTICLE XXVI: COMPLIANCE AND DURATION	 52
A. COMPLIANCE WITH INDIVIDUAL CONTRACTS	52
B. SEPARABILITY.....	53
C. PRINTING AGREEMENT	53
D. NOTICES	53
E. DURATION PERIOD.....	53
 APPENDIX I SALARY SCHEDULE	 54-56
 SUPPLEMENTAL INDEX	 57-64
 APPENDIX A	 65-66

MOUS	67
FEA Supplemental Assignments.....	67
PLC.....	68
Summer School Positions MOU.....	69
ESSER 3 Retain and Recruitment MOU	70

ARTICLE I: PURPOSE AND RECOGNITION

A. PURPOSE

1. It is the intent and purpose of the Contract to assure sound and mutually beneficial working and economic relations between The School Board of Highlands County, hereinafter referred to as the Board, including its duly designated representatives, and the Highlands County Education Association, hereinafter referred to as HCEA; to provide an orderly and peaceful means of resolving any misunderstanding or difference which may arise as a result of implementing this Contract; and to set forth herein basic and full agreement between the parties concerning wages, hours, terms, and conditions of employment.

2. It is understood that the Board is engaged in furnishing essential public educational services that vitally affect the educational needs, health, safety, comfort, and general well-being of the children of this county and the public at large.

B. RECOGNITION

The board hereby recognizes the HCEA, an affiliate of the Florida Education Association, American Federation of Teachers and the National Educational Association, as the certified, exclusive and sole bargaining representative for all personnel as set forth in the Public Employment Relations Commission (PERC) certification instrument (#8-RA-754-0171) issued by the Public Employment Relations Commission (PERC) on the 6th day of June, 1975, whether under contract either verbal or written, employed by the School Board of Highlands County School District. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory or administrative and that the HCEA represents non managerial licensed, educational Professionals who recognize the need for continued and reliable service to these children and the public.

C. EXCLUSIONS

The exclusion of such representation shall be administration, supervisors, confidential Employees, and members of the classified Employees bargaining unit.

D. PARTIES TO THE CONTRACT

The Board/HCEA Contract shall be the document that governs compensation, hours, and terms and conditions of employment for Employees in the unit. Any policy, procedure, guideline, or administrative directive in conflict with the provision of this contract shall be null and void. Faculty handbooks, countywide publications, and other guides shall conform to the provisions of the contract.

E. DEFINITIONS – Definitions of terms used in this agreement:

1. **Board** shall refer to the School Board of Highlands County School Board.
2. **Employee** shall refer to all professional Employees represented by this Union in the bargaining unit as defined and certified by the Public Employment Relations Commission.
3. **Association** shall mean the Highlands County Education Association (HCEA) the exclusive bargaining agent, representing members of the bargaining unit as defined by PERC.
4. **Superintendent** shall refer to the Superintendent of Schools in Highlands County or his/her designee.
5. **Parties** shall mean HCEA, as the exclusive bargaining agent and the Board.
6. **Administration** shall refer to those persons who have a managerial supervisory and/or administrative relationship with Employees of the Highlands County School District.
7. **Itinerant Employees** shall refer to Employees based at the District Office who may report to one or more schools and is supervised by a District Administrator.
8. **Grievance** means an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.
9. **Grievant** is an employee, a group of employees, or the Association filing a grievance. In such cases where the Association is the Grievant, the grievance shall be filed at Level 2.
10. **Emergency** shall mean a sudden, unexpected happening, an unforeseen occurrence, or condition which calls for immediate action.
11. **Day** shall mean working day, exclusive of Saturdays, Sundays, and legal holidays.
12. **Work Day** shall mean the hours a person works each day.
13. **Work Year** shall mean the number of days specified in an Employee's contract.
14. **Vacancy** shall mean an unfilled allocated unit to be open and approved for advertisement.
15. **Transfer** shall mean the movement of the Employee to a different work site.
16. **Voluntary transfer** shall mean an Employee initiated transfer.
17. **Involuntary transfer** shall mean an employer initiated transfer of an Employee.
18. **Assignment** shall mean the specific grade level, subject area, or area of responsibility assigned to an Employee for the subsequent school year.

19. **Reassignment** shall mean the change of assignment for an Employee within a worksite.
20. **Seniority** shall mean the beginning date of continuous employment with the District in this bargaining unit or if an Employee leaves the unit for another position in the District and returns to a position in this bargaining unit, his/her seniority will be the original date of employment in this bargaining unit.
21. **Year of Service for Experience Credit** shall be defined as the sum of compensated work days which exceeds one-half (1/2) of the Employees contract.
22. **Worksite** shall mean the location where the Employee performs his/her duties on an itinerant or regular basis.
23. **Direct administrator/supervisor** shall mean the individual (administrator) having immediate administrative authority over the unit Employee(s) and/or who serves as the ranking administrator at the work location.
24. **Duty time** shall mean those specified hours when Employees are expected to be present and performing assigned duties.
25. **Duty-free time** shall mean any time during the work day the Employee is not assigned roles or responsibilities related to his/her position.
26. **Level** shall mean initial salary schedule placement according to previous verifiable years of experience for initial placement at the time of employment.
27. **Personnel File** shall mean the employee file containing all records, information, data, or materials unique to said Employee, maintained by the Board and secured in the Human Resources Department.
28. a. **Normal retirement requirements for members initially enrolled BEFORE July 1, 2011:**
- Vested with six years of credible service and age 62; or
 - The age after 62 that the member becomes vested; or
 - 30 years of credible service, regardless of age
- b. **Normal retirement requirements for members initially enrolled AFTER July 1, 2011:**
- Vested with eight years of credible service and age 62; or
 - The age after 65 that the member becomes vested; or
 - 33 years of credible service, regardless of age
29. **Break in Service:** A separation of employment or “break in service” constitutes as the following:
1. Employee submits a written resignation*; Board action complete; benefits cease.
 2. Employee submits written retirement paperwork; Board action complete
 3. Employee is non-renewed at the end of a school year and is not hired for a new position within the 30th student contact day of the following school year; benefits cease.
 4. Employee is dismissed during probationary period
 5. Employee is terminated by Superintendent of Schools/School Board
- * If Board action has not taken place, a resigning employee may request to rescind their decision; there would not be a break in service; benefits would not be terminated.*

30. **Immediate Family:** Spouse, parent, step-parent, sibling, child(natural/adopted/step), grand-parent, **grandchild**, and in-laws of the same.

ARTICLE II: PROCEDURE FOR NEGOTIATIONS

A. MUTUAL COMMITMENT TO GOOD FAITH NEGOTIATIONS

The representatives of the Board and the representatives of the Union shall meet for the purpose of negotiating and seeking agreement. Both parties agree to meet at reasonable times and places to negotiate in a good faith effort to reach Agreement in accordance with Florida Statute 447.

B. REQUEST FOR MEETINGS

The representatives of the Board and the representatives of the Union shall meet for the purpose of negotiating and seeking Agreement. Requests from the Union for negotiation meetings shall be in writing to the Superintendent or his designated representative. Requests from the Board shall be made in writing to the President of the Union or designated representative.

Within five (5) days of the date of the request, a mutually convenient time and place for a meeting shall be established. The meeting shall take place no later than ten (10) days following the date of the request.

Additional meetings shall be agreed upon by the negotiations representatives as may be necessary to complete an agreement.

At the first meeting of the negotiating team for the Board and the Union there shall be established such formal or informal ground rules to assist in the orderly conduct of the negotiations as may be mutually agreed upon, consistent with the terms, conditions, and provisions set forth in Florida Statutes.

When the ground rules have been established, the negotiating team for the party initially requesting negotiations shall present to the negotiating team for the other party all the proposals it desires to have negotiated. The negotiating team which received the original proposals from the other party shall at the first negotiations meeting make its initial response to said proposals and shall submit to the negotiating team for the other party all proposals it wishes to have negotiated.

All subsequent negotiations meetings shall be at such time and places as mutually agreed upon by the negotiating teams.

C. AGREED UPON ITEMS

Articles tentatively agreed to shall be initialed and dated by each party, and shall be set aside subject to ratification of the agreement. Items agreed on in negotiations shall be reduced to writing and executed on behalf of the negotiating team for each of the parties.

Thereafter, tentatively agreed to contract Agreement shall be submitted to the Union for ratification and shall be submitted to the Board for ratification with a favorable recommendation by their respective negotiators. If the Agreement is approved or ratified by the Board and has been ratified by the Union then the board shall cause said Agreement to be duly executed regarding the matters and things set forth therein.

The parties acknowledge that during the negotiation in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

D. INTERPRETATION

Upon the request by one of the parties, matters of concern may be subject to interpretation during the period of this agreement. Representatives of the Board's negotiating team and the Union's negotiating team will meet when mutually agreeable during the regular school year for the purpose of discussing any problems of interpretation that have developed in regard to the administration of this contract and in good faith attempt to solve the problems. The party requesting the meeting shall submit to the other at least five (5) days prior to the meeting an agenda of the problems for discussion. A copy of the mutually agreed upon interpretation will be signed by both parties. Should the parties be unable to reach an agreement, the matter shall be taken to the Federal Mediation and Conciliation Services (FMCS) for assistance with mediating the problem.

Should the matter not reach resolution, the matter shall be sent to arbitration by the Union within 15 days of the end of the mediation process, in accordance to the Grievance Procedure.

E. NEGOTIATION TEAMS

Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be vested with all the necessary power and authority to make proposals, counter proposals, and to reach tentative agreement on items being negotiated.

F. ACCESS TO INFORMATION

The parties agree to cooperate in furnishing specific public information on file, as defined by Chapter 119 Florida Statute that may be necessary and pertinent for developing negotiation proposals within three (3) workdays.

G. RELEASE TIME

When negotiations are conducted during regular school hours, release time shall be provided for the Union's negotiating team only when the meeting is required by the Board's representative.

H. NON-RATIFICATION

If either party shall refuse to ratify the Agreement reached by the negotiating teams, the rejecting party shall state in writing to the other party the reasons for its rejection. Said notification of failure to ratify shall result in the prompt resumption of negotiations by the teams. When both teams approve the negotiated Agreement, the same shall be submitted for ratification.

I. LAW SUPERSEDES THIS AGREEMENT

The Union and the Board agree that this Agreement, or any part thereof, shall not be interpreted so as to abridge or in any way usurp the authority and power of the Board as established by constitutional provisions or State Board of Education regulations or statutes existing at the time of this agreement. Further, the Board shall be relieved of compliance with any term of conditions of this agreement if such compliance is contrary to any constitutional provision or State Board of Education regulation or statute in effect or enacted subsequent to the signing of this agreement.

J. CONSTITUTES ENTIRE AGREEMENT

This contract, and any subsequently ratified amendments hereto, constitutes the entire agreement between the parties with respect to wages, hours and terms and conditions of employment for the unit members covered by this agreement.

Any section of this contract may be re-opened by mutual consent of the Board and the Union.

ARTICLE III: EMPLOYEE RIGHTS

A. RIGHTS, RESPONSIBILITIES, AND THE PROTECTION IN REPRESENTATION

Employees of the Board shall have the right to freely choose to organize, join, and support the HCEA for the purpose of engaging in negotiations and other concerted activities for mutual aid and protection. Nothing contained herein shall be construed to deny or restrict to any Employee such rights and responsibilities as he may have under Florida School Laws or other applicable laws and regulations.

B. EVALUATION OF STUDENTS

The teacher shall determine grades of students using the guideline of Board policy. Teachers shall maintain documentation for each student's grades at all times. Changes in student grades may be made by the principal to correct the grades only when the need for such change can be justified as a result of an error in computation, transposing and/or recording of grades, or incomplete documentation. Teachers shall be notified and consulted prior to such changes whenever possible.

In the event the change is made without prior consultation, a record of the change shall be made and provided to the teacher in the most expeditious fashion given the circumstances of the situation.

C. ASSOCIATION IDENTIFICATION

No teacher shall be prevented from wearing pins or emblems of membership in the Union or its affiliates unless such wearing of pins or emblems of membership impair the learning process.

D. RELEASE TIME

When the principal requests the teachers to work in excess of the normal workday in a faculty or group study session without pay, except as provided in Article VII-B, the teacher shall be given an equal amount of release time, mutually agreed upon by both the teacher and the principal.

E. TEST SECURITY

Classroom teachers shall be responsible for the security and storing of standardized test materials when in their possession. Upon request, teachers shall be provided space for test storage on the school site.

F. DRESS CODES

In as much as teachers are role models for students, each teacher shall maintain a neat, professional appearance.

G. ATTENDANCE REPORTING

Employees shall not be required to contact parents to determine the reason for a student's absence, unless attendance responsibilities are a part of the Employee's job description.

H. CLASS INTERRUPTIONS

Outside of a school emergency, announcements via intercom or by messenger will be scheduled for the first or the last five (5) minutes of the classroom session at middle and high schools. Elementary school announcements shall be made morning and afternoon, if needed. All emergency announcements shall be cleared through the principal.

I. NONDISCRIMINATION

"Except as provided by law, The School Board of Highlands County shall not on the basis of race, color, religion, gender, age, marital status, sexual orientation, disability, political or religious beliefs, national or ethnic origin, or genetic information, exclude individuals from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity in any employment condition or practice, or be denied equal access to school facilities if the organization is The Boy Scouts of America or other patriotic youth groups".

The parties agree that the provisions of this Agreement regarding such items as training, assignment, promotion, transfer, discipline or termination shall not discriminate against members in the Association.

J. EMPLOYEE IDENTIFICATION

District Employees shall be issued a photo ID badge for the purposes of identification. The school district's Employee identification number shall be used on documents and the badge for identification purposes. Employee shall wear such ID badges during the regular workday.

K. HARASSMENT

Every reasonable effort shall be made by managerial, supervisory, and/or Administrative staff to ensure Employees are free from unnecessary disrespectful or non-constructive criticism, complaints or harassment.

L. PROGRESSIVE DISCIPLINE

It shall be the Board's usual practice to follow a course of progressive discipline at all worksites except in cases requiring immediate action, as determined by the administrator/supervisor. The Board shall follow a policy of corrective and progressive discipline whereby less severe forms of discipline are issued prior to resorting to the imposition of more severe sanctions for the same or similar conduct. However, management has the right to proceed directly to more stringent disciplinary consequences based on the seriousness of the offense.

A letter of Expectations of Behavior, which is not discipline and not grievable, may be issued any time administration feels an issue warrants it to bring attention of a concern to the employee.

Discipline of an employee will be progressive. Progression will be as follows:

- i. Verbal warning/Letter of Concern (may include written summary, but not to become part of the employee's personnel file.
- ii. Written reprimand.
- iii. Suspension without pay for up to five (5) days.
- iv. Termination.

Serious first offenses may result in an immediate, strong consequence up to and including termination.

- a. In a meeting in which the employee believes that discipline may follow, the Employee may request representation. When a request for representation has been made, the meeting shall stop and not resume until a representative shall have the opportunity to be present. The Employee shall have the opportunity to provide rebuttal, witnesses, or other forms of evidence prior to completion of the investigation.
- b. The Board and Association understand that the administration may need to investigate and/or discipline a member of the bargaining unit. During any type of disciplinary related procedure/meeting, all parties involved shall behave in a professional manner that promotes communication and understanding.

peers. When a principal or supervisor feels it is necessary to correct or discipline an Employee, that action should take place in a conference with a supervisor at the end of the duty day when possible.

Notation for the record of verbal or oral reprimands at the school site level shall be considered as no longer valid after a period of two (2) years.

Unit employees shall not be required or permitted to discipline other employees.

When DOE/PPS is contacted by the administration pursuant to this Article, the affected employee shall be notified in a timely manner.

The Employee shall have an opportunity to respond to the allegations or complaint during the investigation and will be allowed five (5) days to submit a written response to be included in the file. In no situation shall an employee be required to respond in writing on the same day the disciplinary action is initiated. In a meeting in which the Employee believes that discipline may follow, the Employee may request representation. When a request for representation has been made, the meeting shall stop and not resume until a representative shall have the opportunity to be present. The Employee shall have the opportunity to provide rebuttal, witnesses, or any other form of evidence prior to completion of the investigation.

At the end of any investigation, if no wrongdoing was confirmed or a finding of unconfirmed, the employee shall be notified within 5 days that the investigation has ended, and no discipline will result.

A copy of a written reprimand will be hand delivered to the Employee by the Management representative responsible for that reprimand. The Employee shall sign the reprimand letter. The Employee's signature indicates receipt only, not agreement with the items in the written reprimand. If an Employee who is to receive a written reprimand is absent from work or cannot be located, a copy will be mailed to his/her last known address by certified mail, return receipt requested.

M. COMPLAINTS

1. No complaint or reprimand shall be placed in a teacher's personnel file unless an investigation ensues and the complaint is substantiated.
2. Parent/student concerns will be processed in the following manner:
 - a. The parent shall be encouraged to consult with the teacher first
 - b. If necessary, a conference with the parent, teacher, and principal shall be held; the teacher will be notified in advance of the conference when possible.
3. Anonymous complaints will not be used for disciplinary action if found to be unsubstantiated through the investigative process.
4. No warning or reprimand shall be issued based on unverifiable and/or anonymous information or complaints.

N. DISMISSAL

Except for APS (Annual Probationary Status) Employees, Employees can be dismissed only for just cause as provided by law.

ARTICLE IV: HCEA RIGHTS

Exclusivity: The School Board grants the HCEA, all rights and privileges as the certified bargaining agent pursuant to Chapter 447 of Florida Statute and the Public Employees Relations Act of 1974. The Board further agrees that Employees have the right to freely choose to join and support the HCEA for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection. No other right or privileges not extended to the HCEA shall be granted to any other teacher organization or teacher group except as provided for in F.S. 447.307.

A. USE OF FACILITIES

The HCEA shall be placed on a faculty agenda upon request and officially designated representatives of the HCEA shall be permitted to make brief announcements. Upon adjournment of the regular faculty meeting, if it does not interfere with student contact time, the HCEA shall be permitted to meet with faculty members.

The HCEA may use school facilities and equipment for meeting provided that the school principal has given approval for use of the facilities, that the meeting is to be conducted before or after the unit member's working day is completed and that the HCEA must pay the established custodial fee as determined by the Board for use of the facilities. The HCEA will indemnify, defend, and hold the Board harmless against any and all claims, demands, suits, or other forms of liability that result from the use of such facility or equipment. In addition the HCEA shall be responsible for any damage occurring to the facility or equipment.

B. COMMUNICATION

1. The HCEA may be permitted to post official notices of activities and meetings of HCEA concern on the district's electronic bulletin board and a bulletin board to be furnished by the HCEA and limited in size to four (4) feet square (16 sq ft) and to be placed in a location designated by the building principal. There will be no posting of materials of a political nature on either bulletin board except Association related elections. The Board reserves the right to discontinue this bulletin board for just cause.
2. The HCEA shall be permitted to distribute HCEA materials clearly identified as such in school mailboxes of unit members. HCEA member mailboxes may be identified by sticker/star.
3. The HCEA shall be granted the use of the district internal communication system(s) for the purpose of posting the ratified collective bargaining agreement and other subjects, agreed upon by the HCEA President and Superintendent, that have a mutual benefit to the educational system.
4. The HCEA has access to and will maintain a member's only conference folder in First Class. In addition, the HCEA shall have exclusive rights to post/manage notice of activities and matters of HCEA concern on a designated electronic folder. This electronic folder shall be visible on each individual unit member's First Class account.

C. ACCESS TO MEMBERS

Duly authorized representatives of the Union and their representative affiliates shall make arrangements with the principal to transact official Union business on school property at non-pupil contact times, provided that this shall not interfere with or interrupt normal school operations.

D. INFORMATION

The Board agrees to make available specific public information on file, as defined by Florida Statutes, within a reasonable time limit.

Inspection, examination, and the cost of duplication of such information shall be in accordance with the provisions of Florida Statutes.

E. BOARD MEETINGS

The Superintendent shall notify the Union of the date, place, and hour of all Board meetings, public hearings, or Chapter 120 hearings, and provide the Union with an agenda and supporting data. Any materials absent from the package shall be provided to the Union upon release to the School Board.

F. RELEASE TIME

1. Whenever any representative of the Union or any Employee participates during normal school hours at the request of the School Board or its representative in negotiations, grievance proceedings, conferences, or meetings, said Employee shall suffer no loss of pay or other benefits.
2. The principal may grant the president or designee of the Union release time when not in student contact to conduct Union business.
3. The President of the Union, or his/her designee, upon request will be granted ten (10) days per year of professional leave, for purposes of Union business. Request for additional time may be made to the Superintendent. The Union shall fully reimburse the board for the cost of a substitute, should one be necessary.
4. Upon request, the HCEA President, or his/her designee, shall be granted a release from his/her teaching duties, in order to perform the duties of the office or other such responsibilities. The Union shall reimburse the Board for the full salary of said president/designee and shall insure that all rights are maintained, such as seniority.

G. LEAVE OF ABSENCE

Full time officers of the Union who are employed by the Board may be granted, upon request, an extended leave of absence as defined by Article XIV.

H. SUBCONTRACTORS

The Board shall enter into no contract for instruction with a private entity which will result in dismissal of any member of the bargaining unit.

I. BUILDING REPRESENTATIVE AND PRINCIPAL

The principal and building representative of each school shall meet at a mutually convenient time and place when either indicates a matter of this Agreement needs discussion.

J. ASSOCIATION REPRESENTATIVE AND SUPERINTENDENT

The Superintendent or his/her designee shall meet at a mutually convenient time and place with a representative of the Union to discuss matters of this Agreement when either indicates a need.

K. TECHNOLOGY

The Union will be notified and shall have the opportunity to appoint a representative on any district technology committee created for the purpose of addressing instructional technology issues.

ARTICLE V: PAYROLL DEDUCTION

A. DUES DEDUCTION

Any teacher who is a member of the Union or who has applied for Union membership may sign a membership dues payroll deduction authorization which the Union will forward to the Board. Such authorization shall continue in effect from year to year. Pursuant to such authorization, the Board shall deduct the amount authorized in writing by the president of the Union from the teacher's regular salary check received by the teacher in the next available pay period following the date of authorization. The deductions shall be remitted to no less frequently than twice a month to the Union. Upon termination of a teacher's employment, the Board shall deduct unpaid Union dues from the remaining paycheck(s) if sufficient funds are available. Any request for discontinuing payroll deduction of membership dues by a member shall be forwarded to the Union. The Union shall notify the Board when it is to terminate payroll deduction of the dues of a member. Upon receipt of this notice the Board shall terminate payroll deductions of the dues of a member at the next available pay period. The Superintendent Recommendation for Personnel list will be available via the School Board website at least monthly.

B. SAVE, HARMLESS CLAUSE

The Employee waives any right and claims to said monies so deducted and transmitted in accordance with this payroll deduction authorization and relieves the School Board and all of its officers from any liability therefore. The Union waives any right and claims to said monies so deducted and transmitted in accordance with this payroll deduction authorization and relieves the School Board and all of its agents from any liability there from.

C. OTHER DEDUCTIONS

Upon appropriate written authorization from the Employee, the Board shall deduct from the salary of any Employee and make appropriate remittance for annuities, credit union, insurance, or any other plans or programs jointly approved by the Association and the Board.

The Board and the HCEA agree to provide bargaining unit members with a payroll slot for BMG Money, Inc, and *403b slot for Suncoast Credit Union*. There will be no cost to the school board for this benefit per contract with BMG. This provision will become effective on or before July 1, 2017

D. PAYROLL DATES

If corrections in the net pay amount are necessary, it may involve an adjustment (credit or debit) to the employee's bank account. If the adjustment is past the regular scheduled check date then the employee's written consent will be obtained before the adjustment is made.

This language does not mean an employee is not required to pay back funds owed to the district.

ARTICLE VI: GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is defined as an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

Exclusivity: The right to process grievances, including but not limited to, the right to arbitrate shall be granted to the Union as the sole and exclusive bargaining agent and shall not be granted to any other Employee or professional organization except as provided for in F.S. 447.307.

Nothing in this Article shall be construed to prevent any Employee from presenting his/her own grievance, provided the Union has been given the first right of refusal to process the grievance. The Union will be given the opportunity to be present at any meeting calling for the resolution of a grievance.

B. LEVELS OF THE GRIEVANCE PROCEDURE

INFORMAL: In the event that an Employee believes there is a basis for a grievance, the Employee shall first discuss the alleged grievance with the supervising administrator either personally or accompanied by a Union representative, if requested by the Employee. Such discussion shall take place no more than twenty (20) days following the grievant's knowledge of the incident, which is the basis of the grievance.

LEVEL I. In the event the matter is not resolved informally, the grievant may file a formal grievance on the prescribed form, within ten (10) days. (See Appendix A.) The grievant(s) shall submit the signed grievance form to the supervisor or administrator. Within ten (10) days of receipt of the grievance, the supervising administrator shall contact the grievant in an effort to resolve the grievance. The supervising administrator shall indicate in writing the disposition of the grievance within ten (10) days after such meeting to the grievant(s).

LEVEL II. If the grievant(s) is/are not satisfied with the disposition of the grievance at Level I, or if no disposition has been made within ten (10) days of such meeting, he shall file a copy of the grievance with the Superintendent. Within ten (10) days the Superintendent or the Superintendent's designee shall meet with the grievant and shall indicate the disposition of the grievance in writing within ten (10) days of such meeting and shall furnish a copy to the grievant(s).

LEVEL III. If the grievant/Association is not satisfied with the disposition of the grievance from the District level II 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) days of the conclusion of Step II of the grievant/Association's desire to refer the grievance to mediation. The District shall respond to the request for mediation within six (6) days of the written request.

- a. Within six (6) 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 II 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. Any fees and expenses shall be shared equally by the parties.
- g. Resolution through such mediation shall be reduced to writing and signed by all parties to the grievance.

LEVEL IV. In the event that the grievant is not satisfied with the disposition of the grievance a Level II/III, or if no disposition has been made within the time limits as provided for in, Level II, the grievant may submit the grievance to arbitration, using the American Arbitration Association or Federal Mediation and Conciliation Services.

C. TIMELINES

Timelines for all levels shall continue through the summer for days the district is open. Timelines will not continue through breaks around holidays nor during spring break.

D. EXTENSIONS

Either party may be granted a one-time extension of time confirmed in writing within the original time limits beginning at Level I. Additional extensions may be granted by mutual agreement of the parties.

E. COST

The fee of the arbitrator shall be shared equally by the Board and the grievant(s).

F. ADJUDICATION

Adjustment of any grievance as described herein shall be consistent with the provisions of this Agreement.

G. FAIR TREATMENT

Any Employee who participated or intends to participate in any grievance as described herein shall not be subjected to discipline, reprimand, warning, reprisal, or non-renewal of contract because of such participation or intention.

H. END OF THE YEAR

Notwithstanding the expiration of this Agreement any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

I. ILLNESS AND INCAPACITY

Whenever illness or other incapacity of the grievant prevents his presence at all grievance meetings, the time limit shall be extended to such time that the grievant can be present.

J. MEETINGS AND CONFERENCES

When such grievance meetings and conferences are held during school hours, all Employees whose presence is required by the Board shall be excused with pay for that purpose. If a grievance hearing must be conducted during the work day, the party responsible for the meeting being held shall assume the cost(s) for any substitute required.

K. FILES

All documents, communication, and records originating as a result of the filing of a grievance shall be treated as confidential and filed in a separate grievance file and shall not be kept in the grievant's official personnel file.

L. WITHDRAWAL

Nothing in the Agreement shall prevent an individual grievant or the Union from withdrawing a grievance at any Level of the process without prejudice.

M. NON-RESPONSE

Failure of the grievant to proceed with the grievance within the times herein provided shall result in the dismissal of the grievance. Failure of the Superintendent or his/her representative to take the required action within the times provided shall entitle the grievant to proceed to the next Level on this Grievance Procedure.

N. REPRESENTATION

The grievant may have a witness and/or may have an Association representative at all Levels.

The grievant must be present at all steps of the grievance.

O. RESPONSIBILITIES DURING GRIEVANCE PROCESSING

The filing of a grievance shall in no way interfere with the right of the Superintendent to proceed to carry out his/her management responsibilities, subject to the final resolution of the grievance. The Employee shall abide by the management's decision involved in any grievance, prior to and during the time the grievance has been filed and shall not discontinue his/her duties prior to and during the time a grievance is being processed.

P. No materials shall be placed in Employee's personnel file until the timelines have expired to file a grievance, or, in the event a grievance is filed, until the grievance/arbitration process is exhausted.

Q. In a grievance resolution that results in a change of procedure that affects more than one member of the bargaining unit, the Superintendent will forward the amended procedure to the president of HCEA.

ARTICLE VII: WORKING CONDITIONS

A. WORK YEAR

1. Regular Contract

Employees will be contracted on a ten-month 196 day basis including 6 paid holidays. New personnel who may be required to attend a pre-employment orientation, including those who missed the initial pre-employment orientation.

Any teacher required to work more than 196-days (including 6 paid holidays) shall be paid per current salary schedule for services rendered.

2. Extended Contract

The work year shall include not more than two hundred and six (206) days for Employees contracted on a ten and one-half (10 ½) month basis; not more than two hundred and sixteen (216) days for Employees contracted on an eleven (11) month contract; and not more than two hundred and fifty-six (256) days for Employees contracted on a twelve (12) month contract.

3. Holidays

The regular and extended contract of Employees shall include six (6) paid holidays. The paid holidays are Labor Day, Thanksgiving Day, (the day after), Christmas day (the day before and the day after). These holidays may change from year to year based on the school calendar adopted by the Board.

4. School Calendar

The superintendent must invite the HCEA officers to participate in formation of the annual school district calendar to be presented to the School Board.

B. WORK DAY

The arrival and departure times for all Employees shall be posted. However, the total in-school work day shall consist of seven and one-half (7½) consecutive hours which shall include a duty-free lunch period as provided to Employees under Section B-1 of this Article.

An Employee working in two or more worksites with differing starting and ending times shall have their schedules adjusted by the building's administration to assure that their work day complies with the above provisions. Such adjustment shall be made within the first week of school.

Teachers shall be afforded the opportunity to schedule flexible non-student duty hours. Such flexible hours shall not conflict with the normal operations of the worksite and must have the approval of the administrator. Schedules shall be set on a semester basis and shall not be changed without administrative approval.

1. LUNCH PERIODS

a. GRADE LEVEL AND OTHER

Employees shall have a daily, uninterrupted, duty free lunch period of at least thirty (30) minutes. However, when a school Employee requests lunch duty in lieu of before or after school duty, that Employee may be given an earlier departure to equalize duty time.

b. LEAVING THE WORKSITE

During their scheduled duty free lunch periods, Employees may leave the work site by notifying the front office.

2. MEETINGS BEYOND REGULAR WORKDAY/INDIVIDUAL PARENT CONFERENCES

Employees may be required to attend faculty meetings immediately before or after the regular work day without additional compensation or comp time two (2) days each month (45 minutes length.)

Employees may be required to attend parent conferences, two (2) open house nights and/or two (2) parent conference nights each year, the duration of which shall be approximately two (2) hours each. Employees shall be credited with compensatory time for attendance at such meetings. The site administrator shall grant approval for use of comp time unless the granting of such time would be disruptive of the educational program. Employees shall utilize such credited time during non-student contact time. The site administrator and Employee shall schedule the use of the credited compensatory time.

The SBHC and HCEA acknowledge that any school improvement initiative requires time to plan and implement. Any meetings that may be deemed necessary and are not described above shall follow the Waiver Procedures described in Article XXIV.

Shared Employees shall not be required to attend meetings that exceed the number required of Employees located at a single site.

Individual parent conferences shall be scheduled during the regular workday.

When necessary to accommodate the needs of a parent, the building administrator shall relieve the affected teacher from student contact in order to carry out the individual parent conference.

3. PREPARATION TIME

a. The primary purpose of this time period is for individual planning. No more than one Professional Learning Community will be scheduled per 5-day week. It will be scheduled at least a week in advance. Administrators will make every effort to protect teacher planning time.

1. A PLC is intended to be an ongoing educator led process in which educators work collaboratively in recurring cycles of collective inquiry and action research to achieve better results for the students they serve.

2. It is not intended to be administration led but driven by student data and teacher

needs, as defined by the data. Those who are part of the PLC, are the best judges of what needs to be accomplished each week, depending on such variables, including but not limited to, results of recent assessments, curriculum changes, teacher experience, and the needs of a BSA school.

3. If a classroom teacher is required by administration to give up their planning period or take on the students of any other classroom teacher due to a lack of an available substitute, each teacher involved shall be compensated:
 - a) Elementary - an additional \$25.00 per day
 - b) Secondary - an additional \$25.00 per hour above hourly rate
- b. The first two-hour early release day of the work year shall be designated as a teacher workday.
- c. A minimum of seven (7) hours in at least two (2), 3 ½ hour blocks shall be provided to teachers prior to orientation (open house).
- d. Secondary teachers shall have a daily planning period equal in time to at least one regular period of instruction in the secondary schools, unless a waiver is granted through the HCEA Flex/waiver Committee.
- e. Elementary teachers shall have (30) consecutive minutes per day of planning during the student day, unless a waiver is granted through the HCEA Flex/waiver Committee. (Note: [Sebring PreK Center](#)) and at least fifteen (15) minutes additional duty free planning time outside the student day. Elementary teachers shall not be required to remain in the classroom when physical education, art, media specialist and/or music teacher is conducting class, nor shall that time include supervising students.

4. PROOF OF PLANNING

Current lesson plans shall be posted in Google Drive, other common on-line platform, or available in the classroom for inspection at all times, depending on individual school requirements.

The teacher's plans are to be used as a guide in order to fulfill the county's instructional objectives and to assist the teacher in conducting a planned instructional program. The principal or his/her designee may request, in advance, teachers to submit a copy of their lesson plans or outlines used for the teaching week.

Such plans shall be presented in a school-developed/approved lesson plan format.

C. ADDITIONAL RESPONSIBILITIES

Teachers are expected to serve on school committees, attend meetings and workshops, and assist in the smooth functioning of a school center. Common planning time is of paramount importance to the staff, administration, and Board, and every effort should be taken to allow this time to be maintained (utilized for planning). Administration recognizes that the time before and after school is important for classroom teachers to prepare and will make efforts to limit meetings.

D. JOINT WORKLOAD ADJUSTMENT COMMITTEE

The Union and the District recognize that excessive paperwork contributes to Employee overload and serves as a distraction to the quality of instruction.

A Joint Workload Adjustment Committee shall be formed to review and approve required district paperwork.

Also, the committee shall consider the impacts of any new state mandates in regards to teacher workload.

The Union President shall appoint the chair of the committee. In addition, membership shall be composed of four (4) school administrators appointed by the Superintendent and four (4) classroom teachers appointed by the President of the Union. Members shall serve a three (3) year term with each member's tenure being staggered by one (1) year. Initially the HCEA President and the Superintendent would need to appoint members for a one (1) and two (2) year term as the committee is established. The committee shall meet bi-monthly, at minimum, during the regular school year and be responsible for developing and recommending procedures for the reduction, revision, consolidation, and elimination of paperwork and data collection requirements. An annual report of the committee's findings and activities shall be submitted to the Superintendent. Each year the committee shall review federal, state, county and school site requirements, which affect the teacher workload. The committee shall make recommendation(s) to the Superintendent who shall consider the recommendations of the committee for the purpose of possibly eliminating or reducing the workload of teachers.

When new initiatives that affect teacher workload are considered at the school site or district:

- a. Consideration must be given to:
 - i. the purpose and effectiveness of the initiative.
 - ii. the expectations being placed on teachers and his/her workload.
 - iii. developing a summary of the expectations for review by the Joint Workload Committee.

E. IN-SERVICE PROGRAMS

Recognizing that professional development is vital to the district function of providing quality instruction and in compliance with FS 1012.98, a comprehensive professional development program will be provided to all instructional Employees and administrative staff.

Such program shall include quality, relevant training for the purposes of developing and/or enhancing teaching skills, meeting various federal, state, and district professional development initiatives, and renewal of required state certification.

The Union, shall be allowed to develop in-service programs through the district's approved process for professional development.

Available relevant in-service programs shall be assigned on an equitable basis.

Attendance at relevant in-service training activities will be required when Board pays normal rate of pay, unless the Employee is excused by principal/supervisor.

Employees who have attended a workshop/in-service having the same content within the past three years may be excused unless it is a part of the teachers' individual staff development plan.

Employees within a specific field shall have first opportunity to attend in-service training program components related to their field.

Required in-service meetings outside the teacher's school will be reimbursed at the rate established by the state for mileage and shall be in accordance with Board Policy.

F. ITINERANT TEACHERS WORKING CONDITIONS

Itinerant teachers who travel from one school to another on a regular basis shall have adequate workspace with appropriate lighting and ventilation, planning/preparation time, and lunch periods. Adequate time to travel between sites shall be provided. Staff shall be reimbursed for miles driven between sites at the current Board mileage rate based upon the district mileage chart.

G. JOB SHARING

The School Board of Highlands County recognizes the benefit of job sharing and is agreeable to job sharing within the context of two (2) teachers sharing one job's position responsibilities. When two (2) teachers agree to job share, they may bring their request to the attention of the principal/supervisor for due consideration. Upon the principals/supervisor's agreement and recommendation to job share, the principal and teachers shall work out a mutually agreeable schedule. The schedule will be submitted to the Department of Human Resources for clarification of requirements regarding working hours, benefits, certification eligibility and other contract issues.

The Superintendent of Schools shall make the final determination on all applications for position sharing.

H. PUPIL-TEACHER RATIO

1. The Board and the Superintendent accept the responsibility to provide the best environment possible for all students attending Highlands County Public Schools as they determine to be economically feasible.
2. Management shall encourage class sizes consistent with sound management practices and safety practices in all areas of instruction. Class sizes will be consistent with F.S. 1003.03.
3. Management will establish the appropriate guidelines and procedures by which teachers may seek relief of overcrowded classroom situations. Teacher allocation shall be based upon the assumption that small class sizes are critical to the teaching and learning environment.

ARTICLE VIII: EMPLOYEE ASSESSMENT

- A. Teachers shall be evaluated at least once a year. All observations and evaluations shall be conducted in accordance with the procedures set forth in the SBHC Performance Appraisal Guidelines, Chapter 1012.34 F.S. and other applicable state statutes and regulations. The SBHC and HCEA agree that the Instructional Performance Appraisal is the agreed upon evaluation tool for teachers.
- B. Any modification or change in the SBHC Performance Appraisal Guidelines, shall be developed in collaborative consultation with the Superintendent's IPARC committee. The IPARC committee shall consist of Deputy Superintendent, the HCEA president or designee, three representatives from the SBHC administration selected by the superintendent, and three teacher representatives selected by the HCEA president. Any such changes that impact HCEA members may be the appropriate subject of impact bargaining.

- C. Forms and reports shall not be forwarded for placement into a teacher's official personnel file without the teacher receiving a signed copy and an opportunity to discuss such report with the evaluator. After such discussion, the teacher shall sign the report, but the teacher's signature does not necessarily indicate agreement with its contents. The teacher has a right to submit a written rebuttal which shall become part of the evaluation records. PSC/CC Employees receiving a final Performance Appraisal leading to recommendation of Termination of employment may request in writing a performance appraisal review. Such review will be conducted prior to the Superintendent's recommendation to the School Board and shall be in accordance with provisions in the Performance Appraisal Guidelines on page 32, A.3.c.
- D. Principals or their administrative designee may receive input from appropriately statutorily qualified and trained personnel. Peer Evaluators who are members of the bargaining unit will not be required to evaluate members of their same school.
- E. Formal observations shall be scheduled with at least 48 hour notice with the full knowledge of the one being evaluated.
- F. During any discussions with or questioning of a teacher regarding his professional competence where such discussion or questions might lead to discipline, the teacher upon request shall be entitled to: (1) Union representation provided the teacher is a union member, or (2) other representation as provided by law if not a union member. Except in cases of emergency, a teacher's request for forty-eight (48) hours notice of such meetings shall be granted.
- G. The procedural provisions of the SBHC Performance Appraisal Guidelines for Administering and implementing the Performance Appraisal System for Instructional Personnel as adopted by the SBHC and approved by DOE are subject to the grievance procedure. Areas of the performance appraisal system involving the professional judgment of a supervisor or trained evaluator are not grievable.
- H. Notification of Annual Contract Non-renewal will be provided by administrators not later than May 1st. Annual Contract teachers may request a meeting to discuss the notification letter with the administrator.

ARTICLE IX: PERSONNEL FILE

A. PERSONNEL FILE CONTENTS

1. Personnel files shall be maintained in accordance with Florida Statutes. Additionally, Employees shall have the right to place written materials such as commendations or summaries of achievement of noteworthy nature in their personnel file.
2. No material derogatory to an Employee shall be open to inspection until ten (10) days after the Employee has received a copy.
3. The Employee shall have the right to respond to all materials contained in said file. Such Employee responses shall become a part of said file.
4. Any complaints directed toward an Employee which are placed in the personnel file are to be promptly called to the Employee's attention in writing within five (5) days.

5. When a request is made for access to an Employees' personnel file under The Florida Public Records Law by an individual other than a Board administrator, who would normally have reason to examine or use the Employees' personnel file, the Employee shall be notified.

6. Documented verbal concerns/warnings will be housed in the administrator's confidential working file and will not be filed in the Employee's official personnel file. These documents will be purged after a two-year period if additional and/or continued incidents have not occurred.

B. PERSONNEL FILE REVIEW

Each Employee shall have the right at any reasonable time to review the contents of the Employee's personnel file. At the Employee's written request, a representative of the Union may review said file.

C. PERSONNEL FILE REPRODUCTION

The Employee shall have the right to a reproduction of any of the contents of the said Employee's file at a reasonable cost to the Employee.

ARTICLE X: PERSONAL AND ACADEMIC FREEDOM

A. PERSONAL

1. The personal life of an Employee is not usually an appropriate concern or attention of the Board except when it prevents the Employee from performing assigned functions or results in an impairment of the learning process. When there are instances of concern about an Employee's personal life, the worksite administrator will conference with the Employee and a summary of the discussion will be kept by the administrator with a copy to the Employee in a confidential working file.

At no time shall any information be maintained by the administrator in the confidential working file without that information being brought to the full knowledge of the Employee.

2. Mail

Employees have a reasonable right to privacy as covered by Federal Statutes. U.S. Postal mail shall be opened by addressee only. Inter office mail should remain in the courier envelope to ensure confidentiality. The administration will make every reasonable attempt to prevent promotional material from being placed in Employee's mailboxes.

B. ACADEMIC

The Board and the Union agree that academic freedom is important to the fulfillment of the purposes of the Highlands County School District and they acknowledge the fundamental need to protect Employees from any arbitrary censorship or restraint which might interfere with their obligation to pursue truth in the performance of their functions.

Accordingly, they agree as follows:

1. **Controversial Material**
Employees shall be guaranteed full freedom in classroom presentation and discussions and may introduce controversial materials approved in advance by the principal and the Superintendent and relevant to course content, but the Employees shall notify the administration, as soon as possible, when they intend to inject or have injected into units subject matter which might be reasonably anticipated to be controversial.
2. **Personal Opinion**
In performing their functions, Employees shall be guaranteed full freedom in expressing their personal opinions on all matters relevant to the course content, provided, however, that when they do so they shall indicate that they are speaking personally and not on behalf of the school, its administration, or the Board. The Board and its officers and administrators shall be held harmless from any corporate or individual liability resulting from such expression or personal opinion.

ARTICLE XI: PUPIL DISCIPLINE

A. DEFINITION

Pupil discipline, as used herein, shall mean the expectation and enforcement of a reasonable standard of orderly student behavior which will permit effectuation of the educational program, and provide a safe environment for both students and staff.

B. BOARD SUPPORT AND ASSISTANCE

Discipline is the responsibility of all administrators, Employees, and other personnel in the school. The Board recognizes its responsibilities to give support and assistance to Employees with respect to the maintenance of control and discipline in the classroom.

When a particular pupil requires the attention of special Employees, special counselors, social workers, law enforcement personnel, or other professional persons, the Board will assist the Employee with respect to such pupils who qualify for current special services.

C. STUDENT BEHAVIOR AND DISCIPLINE POLICY

The School Board's Code of Student Conduct governing use of corporal punishment, suspension, expulsion, and student rights and responsibilities shall be made available to all Employees, along with an orientation regarding the contents of the document, no later than the first week of the school year. The Board's Code of Student Conduct will be consistently implemented at all school sites.

D. CLASSROOM CONTROL

1. An Employee may temporarily exclude a pupil from class for the purpose of administrative discipline when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases the Employee will furnish the principal as promptly as teaching obligations will allow, full particulars of the incident in writing using the online reporting tool in Skyward. The pupil will return to class on written authorization of the principal or his designated representative. The online discipline referral form will be updated to reflect action taken as quickly as possible with a goal of 48 hours except in the case of extraordinary circumstances. If the 48 hours cannot be met, the teacher will be kept informed.
2. In a situation involving extreme violations of the Code of Student Conduct, and written request by the teacher, the student will return to the class only on authorization of the principal or designated representative following a teacher/administrator conversation.

3. Employees may recommend on the prescribed discipline form the type of the administrative action preferred.
4. Employees shall not be required to administer corporal punishment.
5. The School Board shall abide by Florida Statutes 1003.31 and 1003.32 BEST Florida Teaching Act 1000.041 and Florida Statutes 1001.42, 1001.51, 1001.54, 1003.04.
 - a. Each district school board, each district school superintendent and each school principal shall fully support the authority of teachers, according to Florida Statute 1003.32, to remove disobedient, disrespectful, violent, abusive, uncontrollable or disruptive students from the classroom and when appropriate and available, place such students in an alternative educational setting.

ARTICLE XII: WAGES AND SALARIES

A. WAGES

1. SCHEDULE

The salary of each Employee covered by the regular salary schedule is set forth in Appendix A, which is attached hereto and made a part thereof.

2. PLACEMENT ON SALARY SCHEDULE

a. ADJUSTMENT TO SALARY SCHEDULE

Each Employee shall be placed at the appropriate location on the salary schedule as of the effective date of the Agreement and in accordance with Florida Statute. Any Employee who teaches one (1) day over half of the normal contract period for that position shall be given full credit for one (1) year of service.

b. CREDIT FOR EXPERIENCE

(1) **Reemployed SBHC Retired Employees** - Effective April 1, 2016, all current and future SBHC retirees who remain unemployed for the appropriate period of time as defined by law and are reemployed with the SBHC, and any employee who is granted a DROP extension, will be placed on a base pay level for instructional employees not to exceed a 15.8% reduction from the pay level held at retirement based on the current Board approved Salary Schedule (does not include pay for supplements or 8th hour pay).

(2) **Out of District Retirees** - Effective April 1, 2016, all out of state Retirees completing the *New Hire Retirement Verification Form # MIS 09.89* indicating previous retirement from a State Retirement System and/or receiving funds from a retirement plan, will initially be placed on pay level O on the current Board approved Salary Schedule. Upon providing verification of teaching experience from previous employer(s) and subsequent review and approval of teaching experience, the employee will be placed on the pay level using the equated years of approved verified teaching experience minus a 15.8% reduction. Verification of experience must be received in Human Resources within sixty (60) days of hire date for retro pay back to hire date. After sixty (60) days, the adjusted pay will begin on the date the verification of experience is received in Human Resources.

(3) **Former SBHC Instructional Employees** - Effective April 1, 2016, former SBHC instructional employees who are reemployed as an instructional employee after a break in service will be placed at the salary at which they left or on the current placement schedule based on verified years of teaching experience, whichever is higher.

(4) **Employees Who do Not Meet Definition of Retirement** - Effective April 1, 2016, SBHC instructional employees who are reemployed as an instructional employee and **do not meet** the definition of "normal retirement" but have taken a distribution in whole or in part from the FRS Investment Plan will be placed at the base salary for an instructional employee, at which they left, or on the current placement schedule based on verified years of teaching experience, whichever is higher.

c. PROBATIONARY CONTRACT LANGUAGE

Effective July 1, 2011, all newly hired instructional personnel shall be awarded a Probationary contract for a period of one (1) school year. Probationary contract Employees may be dismissed without cause or may resign without a breach of contract. A district school board may not award a Probationary Contract more than once to the same Employee unless the Employee was rehired after a break in service for which an authorized leave of absence was not granted. A Probationary Contract shall be awarded regardless of previous employment in another school district or state. Upon successful completion of the Probationary Contract, the district school board may award an Annual Contract.

3. CREDIT TOWARD PROFESSIONAL SERVICES CONTRACT

- a. An Annual Contract Employee hired prior to 7/1/11, under contract for a minimum of 150 student contact days, and within thirty (30) days after the first student day, shall receive credit for a full year of teaching experience toward professional services contract.
- b. A Professional Services Contract shall be renewed each year unless the district Superintendent: (a) after receiving the recommendation required by 1012.34 FS, charges the Employee with ineffective performance (unsatisfactory) and notifies the Employee of performance deficiencies or (b) the Employee receives two consecutive annual performance ratings of ineffective (unsatisfactory) under 1012.34 FS, two annual performance evaluation ratings of ineffective (unsatisfactory) within a three year period, or three consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and ineffective (unsatisfactory) under 1012.34 FS.

4. HIGHLANDS COUNTY NON-INSTRUCTIONAL EXPERIENCE CREDIT

All former Highlands County non-instructional Employees holding a valid Professional Educator's Certificate and currently teaching in the Highlands County School District will receive experience credit for those years worked in the Highlands County School District as support personnel towards placement on the Instructional Salary Schedule.

Effective July 1, 2002, all former Highlands County School District non-instructional Employees hired as a teacher for the Highlands County School District will receive one (1) year experience for every two (2) years they have worked in the Highlands County School District up to a maximum of five (5) years.

All former Highlands County School District non-instructional Employees teaching prior to July 1, 2002, and are currently teaching for the Highlands County School District and are eligible for this experience credit, starting July 1, 2002, will receive one (1) additional year of experience credit each year until all eligible years have been credited.

5. ADVANCEMENT OF SALARY SCHEDULE

Employees on the regular salary schedule who move from one educational rank to a higher educational rank shall move to the corresponding higher pay schedule. For an Employee to advance from one pay scale to another, said Employee shall file suitable evidence of additional credit with the Superintendent at the earliest possible date and pay adjustments shall be retroactive to the date that the degree is conferred.

6. METHOD OF PAYMENT

a. Pay Periods – ~~Effective April 1, 2017~~

1. Each Employee shall be paid in twenty-four (24) installments on the closest weekday to the 15th and last weekday of each month (not a bank holiday). New hires shall be paid on the last workday closest to the end of the month in August. In order to be paid on this day, new employees must have all on boarding paperwork completed satisfactorily. Employees that resign/retire at the end of the year will receive their final payment on the last payday of June. All employees are paid by direct deposit.
2. Supplements with an index of more than .03 will be paid in twenty-two (22) installments beginning the end of September through June. Supplements with an index of .03 or less will be paid in a lump sum by the last day in November.
3. On Staff / In-House: All Supplements except athletic will be paid in 22 installments. The Athletic Supplement for all Coaches, with the exception of high school football, will be paid in one lump sum payment at the end of the respective season. The high school football supplement will be paid 25% at the end of the Spring season and 75% at the end of the Fall season.
4. Effective July 1, 2016, all employees will be paid through direct deposit. This includes all forms of payment.

7. EXTRA ASSIGNMENT AND EXTENDED CONTRACT RATE

- a. The salary schedule is based on the regular school calendar as set forth in this Agreement. Any Employee whose assignment exceeds the regular Employee work year will be additionally compensated at Employee's daily rate of pay.
- b. Salary for summer school Employees will be calculated by using the Employee's hourly rate of pay for the school year.

Each high school Agriculture program will be allocated forty-two (42) hours during the summer to maintain equipment, flora, fauna, and land labs.

- c. In addition to the regular 196 day contract, agriculture teachers shall be granted an additional 5 days per year to perform duties on an as needed basis during winter break, spring break, etc. Pay shall be at the regular daily rate.

- d. Teachers who initiate summer enrichment programs shall be paid at the hourly rate of \$25.00 per hour. When a teacher is requested, in writing, to provide/teach a summer program, the teacher will be paid their regular hourly rate.
- e. Any staff member, who is requested to conduct a workshop/in-service, and accepts will be paid his/her regular hourly rate of pay for planning and presentation when outside the regular contracted work day.
- f. Each secondary school program requiring the maintenance of shop equipment machinery, to ensure the safety and well-being of students during its use and integral to the curricula, shall be allocated an additional thirty (30) hours to be used throughout the school year for such safety maintenance.
- g. Employees shall not be required to attend I.E.P. meetings beyond their contracted workday unless a parent/guardian is present. If an I.E.P. meeting occurs during the teacher's lunch time, an alternative duty-free lunch period will be provided.
- h. Teachers of summer school driver's education classes shall be paid at the hourly rate of \$25.00 per hour.
- i. Principals may, upon mutual agreement with the teacher and approval of the Superintendent, employ teachers to teach an (1) additional period. These teachers will be paid one (1) additional hour at their hourly rate of pay. Such pay will be included in FRS earnings.
- j. Teachers assigned to school(s) with state mandated reading requirements will be paid their hourly rate for the additional classroom instruction.

B. SUPPLEMENTAL PAY

1. EXTRACURRICULAR AND CO-CURRICULAR ACTIVITIES

a. Approved Activities

The Board and the Union agree that the extracurricular activities listed in the Supplemental Index are official school-sponsored activities covered by worker's compensation insurance. Principals shall make an effort to schedule no extracurricular activities which will require the student to be absent from his or her regularly scheduled classes.

b. Rate of Pay

Employee participation in extracurricular activities listed in Supplemental Index, which extend beyond the regularly scheduled school day shall be voluntary unless the teacher was originally hired to perform a coaching function and shall be compensated according to the rate of pay stipulated in the Supplemental Index, which is attached hereto and made a part thereof.

c. Resignation

If a teacher was originally hired to perform a coaching function or assume a supplemental position, and chooses to resign from said supplemental position, he/she will retain contractual seniority but may be placed at any school site within the district depending upon instructional vacancy needs. The teacher may be placed out-of-field and must agree to obtain appropriate certification in-field by taking at least six (6) hours per year as per Highlands County School Board Policy. This stipulation shall be placed in writing to the Employee at the time the position is offered.

2. EXPENSES OF TRAVELING EMPLOYEES

Employees who may be requested to use their own automobiles in the performance of their duties and Employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate provided for by State Statute and consistent with the Board policies for all driving done after arrival at the first location at the beginning of their workday.

3. TERMINAL PAY for SICK LEAVE

The Board shall provide a 401(a) qualified retirement plan that defers Federal income tax and permanently avoids the payment of Social Security and Medicare tax on terminal sick pay at separation of employment or death to a member of the instructional staff or his/her beneficiary whose terminal pay benefits exceeds \$2,500.00.

Upon the separation of employment or death of an employee, s/he, or his/her beneficiary, will be paid for sick leave earned through the end of the last full month worked, but not including the last partial month worked.

Accrued sick leave shall be compensated at the current daily rate of pay, at the time of separation.

Terminal pay may not exceed an amount determined as follows:

1. after the first three (3) years of service, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of accumulated sick leave
2. during the next three (3) years of service, the daily rate of pay multiplied by forty percent (40%) times the number of days of accumulated sick leave
3. during the next three (3) years of service, the daily rate of pay multiplied by forty-five percent (45%) times the number of days of accumulated sick leave
4. during the next three (3) years of service, the daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave
5. during and after the 13th year of service, the daily rate of pay multiplied by seventy-five percent (75%) times the number of days of accumulated sick leave.

a. Life Insurance

The Board will provide a 10-year \$20,000 term life insurance policy for Employees who retire at age 62 with at least six (6) years in FRS or 30 years in FRS, for Employees who qualified and retired prior to the beginning of the 2013-14 school year.

4. DEFERRED RETIREMENT OPTION PROGRAM (DROP)

Employees who qualify for the Deferred Retirement Option Program (DROP) may elect to participate in that program as provided by the procedures set forth by the district and by Florida Statute 121.091. An Employee's salary, benefits, terms, and conditions of employment, as specified in this Agreement will remain in full force during the Employee's participation in the DROP. Employees who enter the Deferred Retirement Option Program (DROP) shall have their accumulated terminal sick leave paid into made on July 15th following the Employee's DROP effective date. Subsequent payments shall be made each July 15th following the Employee's DROP effective date anniversary.

This is for employees in just a 5-year drop.

Payment	Payment Date	Maximum Percentage of Accumulated Terminal Sick Leave Days
1	July 15 th	25% of balance as of 6/30
2	July 15 th	25%
3	July 15 th	25%
4	July 15 th	25%
5	July 15 th	25%
6	Upon Separation	100% of balance
		This is for employees in just an 8-year drop.
Payment	Payment Date	Maximum Percentage of Accumulated Terminal Sick
1	July 15 th	20% of balance as of 6/30
2	July 15 th	25%
3	July 15 th	33%
4	July 15 th	50%
5	July 15 th	50%
6	July 15 th	50%
7	July 15 th	50%
8	Upon Separation	100% of remaining

The rate of pay used to calculate the amount to be placed in the 401(a) Program shall be the Employee's rate of pay on June 30th each payment year and at termination the current rate of pay will be used. In the event the employee, while participating in DROP completes continuous service sufficient to advance in the schedule described in section (1) above, the terminal pay will be adjusted to the percentage applicable to the years of service including any prior payments. The Employee must have an accumulated leave balance in excess of twelve days on June 30th to participate in the program. The days paid in to the special pay program will be deducted from the Employees accumulated leave balance.

The 401(a) Qualified Retirement Plan allows participating Employees to defer federal income tax and permanently avoid the payment of Social Security tax and Medicare tax on eligible plan contributions.

Employees/DROP participants do not have access to these funds until after they terminate their employment.

Teachers entering the DROP have an initial period of 8 years. This may be extended for an additional 2 years with the approval of the Superintendent.

5. FUND WITHDRAWAL: EMPLOYEES UNDER FIFTY-FIVE (55) YEARS OF AGE

All participating Employees who are under fifty-five (55) years of age at the time of termination and choose at the time of termination to take a cash distribution of their respective balance from the Board approved 401(a) Qualified Retirement Plan and are assessed a ten percent (10%) withdrawal penalty, shall be reimbursed by the Board. This reimbursement is an amount equal to the difference between the ten percent (10%) withdrawal penalty and the current Social Security and Medicare combined tax.

6. SPECIAL TERMINAL PAY PLAN

The Board will provide a 401(a) Qualified Retirement Plan that defers federal income tax and permanently avoids the payment of Social Security and Medicare tax on Terminal sick pay benefits for those Employees retiring under the Florida Retirement System (FRS) with full or reduced benefits and who meet the following:

YEARS OF SERVICE	MINIMUM ACCUMULATED SICK LEAVE BALANCE
After six (6) years creditable FRS service	\$2,500.00

The Board will provide a 401 (a) Qualified Retirement Plan that defers federal income tax and permanently avoids the payment of Social Security and Medicare tax on terminal vacation pay benefits for those Employees whose terminal pay benefits exceeds \$2,500.00.

Subject to annual plan contribution limits and the requirements specified above, payment to a Board-approved 401(a) Qualified Retirement Plan shall be credited in the name of the Employee upon retirement.

7. ANNUAL PAYMENT FOR ACCUMULATED UNUSED SICK LEAVE

Employees may sell to the Board accumulated and unused sick leave under the following conditions:

- The Employee must have an accrued sick leave balance at the beginning of the year of not less than fifty (50) days.
- Only sick leave accrued and unused during the year of the buy-out shall be considered for buy-out purposes.
- Payment for accrued and unused sick leave as described above shall be purchased at eighty percent (80%) of the Employee's daily rate of pay during the buy-out year.
- Days for which such payment is received shall be deducted from the accumulated leave balance.
- The pay-out for this provision shall not exceed \$25,000.
- Application for sick leave buy-out shall be made not later than May 1, of the year for which the leave pay-out was requested.
- Payment shall be made on a first come, first serve basis no later than June 30.

ARTICLE XIII: INSURANCE

A. MEDICAL INSURANCE

The Board will provide a (health) insurance policy for bargaining unit members: In accordance with the Plan recommended by the Insurance Committee and approved by the Board, including hospitalization, employee health center, and surgical care. The unit member may include dependents for the same hospitalization and surgical coverage at his own expense. If both husband and wife are eligible employees, individual premiums may be jointly applied toward a family premium. The Employee shall have the opportunity to continue all insurance for additional years at the Employee's expense subject to Federal and State laws and district policy.

B. TERM LIFE

Upon formal application within thirty (30) days of employment, the Board will provide a term life insurance policy in the amount of twenty thousand dollars (\$20,000) for each unit member. Provision shall be made for Employees to purchase additional life insurance at their own expense so long as additional life insurance has no impact on the Board's premium. The additional purchases must be in twenty-five thousand (\$25,000) increments, up to an additional \$125,000. This additional life insurance will be subject to the rules and regulations of the life insurance company. Spouse can be 50% of employee up to \$25,000 10% for dependents.

The maximum annual premium cost for which the Board shall be responsible under this section shall be amount specified on salary schedule.

C. DENTAL

The Board will provide a preventive dental insurance policy for unit members. The unit member may include dependents for the dental coverage at his/her own expense. In the event that both husband and wife are eligible Employees, their individual premiums may be jointly applied toward a family premium. The additional coverage will also be subject to the restriction that it shall have no impact on the Board's basic premium.

The maximum annual premium cost for which the board shall be responsible under this section shall be amount specified on salary schedule.

D. INSURANCE COMMITTEE

The purpose of the insurance committee shall be to review, approve and recommend to the School Board of Highlands County all benefits including, but not limited to changes and/or premium increases.

Any committee approvals require 80% of the quorum to approve or the issue goes to the bargaining table.

The approved recommendation of the Insurance Committee shall be forwarded to the School Board and the Association President. Representation on the current Board insurance committee shall include three (3) members appointed by the HCEA President.

A quorum shall include at least one voting member of the Association being present, however no meeting shall be rescheduled more than once. It will be the responsibility of the President to give proxy votes to be used at the rescheduled

meeting where action may be taken.

The committee shall meet on a quarterly basis or more often as needed. Committee meetings shall take place during normal working hours. Any proposed benefit changes shall be submitted in writing to each Employee at least ten (10) school days prior to Board consideration.

ARTICLE XIV: LEAVE

A. SICK LEAVE

1. ACCUMULATIVE BENEFITS

Sick leave days to be accrued by a unit member will be credited according to the following for standard contracts. Each teacher employed on a full-time basis shall be entitled to four (4) days sick leave as of the first day of employment of each contract year, and shall thereafter earn one (1) day of sick leave for each month of employment which shall be credited to the teacher at the end of that month, and which shall not be used prior to the time it is earned and credited to the teacher. However, the teacher shall be entitled to earn a total of no more than one (1) day of sick leave times the number of months of employment during the year of employment. Sick leave shall be cumulative from year to year and there shall be no limit on the number of days of sick leave a member of the unit may accrue. One half (½) of the accumulated leave must be established in this school district.

2. TRANSFER OF SICK LEAVE

a. Whenever the Board hires an Employee who has an unused accumulation of sick leave days from another Florida governmental entity, the Board shall grant sick leave credit in addition to the annual and accumulated sick leave as follows:

b. Unused accumulated sick leave from another Florida governmental entity shall be transferred into Highlands County at the same rate that sick leave is earned in Highlands County.

c. Sick Leave - Family

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. Sick leave obtained from a sick leave pool is excluded.

The recipient may not use the donated sick leave until all of his/her sick leave has been depleted, excluding any sick leave time that might be available to the recipient by virtue of being a member of a sick leave pool. Donated sick leave shall have no terminal pay value.

d. Transfer of Sick Leave - Employee to Employee

A district employee may donate sick leave to any other district employee, other than a family member under the following conditions:

i) Sick leave donated may be used by the recipient for any circumstance for which sick leave is appropriate. See Board Policy 6.549 for rules regarding use of sick leave.

ii) Recipient must have exhausted all of his/her accrued sick and annual leave (excluding sick leave from a sick leave pool) before using donated leave. Page | 38

- iii) The maximum number of days that can be donated to any employee during a rolling 12 month period is 50% of the employee's contracted days.
- iv) Donated sick leave shall have no terminal pay value.

3. NOTIFICATION OF ACCUMULATION

Employees have electronic access to accumulated sick leave days balance through Skyward Employee Access at any time.

4. EXTENDED LEAVE

An Employee who is unable to work because of personal illness or disability, or illness, disability or death of a member of his immediate family; and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year, by the Superintendent. The School Board of Highlands County may extend a leave of absence for an additional year upon written request of the Employee.

5. ILLNESS/INJURY IN THE LINE OF DUTY

The Superintendent shall authorize up to ten (10) days leave for illness or injury in the line of duty not chargeable to accumulated sick leave. The Board shall consider additional illness or injury in the line of duty leave. Such illness or injury must be certified by a physician as being job connected or contracted.

6. VERIFICATION OF ILLNESS

The teacher shall fully cooperate with the Board in order that the Superintendent can make a determination of the appropriateness of the leave requested. The Superintendent shall satisfy himself/herself that any claim(s) for leave(s) under this section is/are legitimate and correctly states the facts.

- a. A false claim for sick leave shall be considered sufficient cause for disciplinary action up to and including dismissal.
- b. The teacher shall notify the school center in accordance with the school's procedure. Such notification shall be given as soon as possible and before the start of the Employee's assigned hour of duty, except in emergency situations.

B. LEAVE OF ABSENCE

The Board may grant leave, with or without pay, as provided by law, regulations of the State Board and the terms of this Agreement.

1. Absence without Leave

Any teacher who is absent from duty without leave shall forfeit compensation for the time of such absence and his/her contract shall be subject to cancellation by the Board.

2. Absence without Pay

For any absence that is without pay, the deduction for each day of absence shall be based on the Employee's hourly rate of pay.

3. Notice of Absence

Any Employee who will be absent from duty for any cause except for leave duly authorized and granted in advance shall notify the principal or immediate supervisor of the leave needed as soon as possible prior to his absence except in emergency situations in which

case notification and application shall be made by the Employee to the principal or immediate supervisor as soon as possible.

4. Leave Application

Such application for leave shall be submitted to the teacher's principal or other immediate supervisor at least seven (7) days in advance for consideration of a recommendation to the Superintendent for approval or disapproval, except in emergency situations as described in "3" above.

5. Personal

This leave is to be used for matters which cannot be scheduled outside of regular school hours. Six (6) days paid leave shall be allowed provided that such leave shall be noncumulative. One day per year of personal leave will require one day of advanced notice. Teachers shall request leave for personal reasons (5) working days in advance of such leave. Personal leave requests for any day immediately preceding or following a school calendar holiday, a student vacation or during the first or last week of the student school year shall not exceed 5% of the total teaching staff on any workday of the school center and/or department. In no event, however, shall the number of personal day requests be approved for more than ten (10%) percent of the total teaching staff on any work day of the school center and/or department. The applicant does not have to state the reason for personal leave.

In the event that the requests for personal leave exceed the limit, priority selection will be based upon the earlier submission date to the principal or designated administrator.

6. Jury and Trial

Any Employee called for jury duty during school hours, or who is required by subpoena to make an appearance in any judicial or administrative proceeding in which he or she is not a party in interest, shall be provided such time with no loss of pay.

7. Professional

Employees planning to use a professional leave day shall notify the principal at least one (1) week in advance of the absence. Professional days shall be used for the purpose of visitation to view other instructional techniques or programs.

Conferences, workshops, or seminars conducted by colleges, universities or other educational institutions or organizations.

If the leave applicant demonstrates educational benefit to the School Board, the above may apply to workshops or seminars conducted by or in conjunction with Florida Education Association, American Federation of Teachers and/or the National Education Association, if approved by the Superintendent. In no event, however, shall the number of applicants to be approved under this provision exceed three (3) bargaining unit members.

8. Armed Services Physical

Employees called for armed services physical examinations shall be excused without loss of pay for such purposes. Such leave shall be charged against the Employee's sick leave.

9. Unpaid Leave

Other temporary leaves of absence may be granted without pay by the Superintendent.

10. FEA Delegate Assembly

For the FEA Delegate Assembly, line of duty leave will be granted with pay, the Association will reimburse for substitute teacher costs at 50%, up to 20 slots and 100% reimbursement over 20 slots. This provision is valid provided the FEA Convention date is not a student holiday.

11. National Board Certification

Up to two (2) days of paid professional leave shall be provided to each teacher who has applied for NBPTS certification. Requests for this leave shall be coordinated with the principal and forwarded to the Coordinator of Human Resources and Staff Development.

C. EXTENDED LEAVES OF ABSENCE

1. PARENTAL

All Employees shall be eligible and may be granted parental leave subject to the following conditions:

a. Notification

The Employee shall notify the Board as soon as the Employee foresees any necessity to apply for parental leave. If differences of opinion exist regarding ability to continue duties, such shall be resolved by a written statement from the Employee's attending physician.

b. Return Rights for all Approved Leaves

If an Employee desires to return to work at the end of the leave, he/she shall notify the Superintendent in writing no later than March 24 for the return at the start of the first semester or November 1 for return at the start of the second semester. Upon returning to full-time employment, the Employee shall assume all previous rights and privileges held at the commencement of the leave.

c. Insurance

The Employee shall have the opportunity to continue all insurance for additional years at the Employee's expense subject to companies' policies.

d. Pay

An Employee shall be entitled to all raises and increments upon return, if the Employee serves at least one (1) day more than one-half ($\frac{1}{2}$) of the normal contract for this position. This period must be continuous.

e. Sick Leave Use

The extended leave of absence shall become effective with Board approval when all sick leave is exhausted. The Employee may choose not to use his/her sick leave before requesting an extended leave of absence.

f. Extension without Pay

Extended leave without pay for up to one (1) year may be granted upon the request of the Employee.

- g. Adoption
In case of adoption of a child, these policies shall apply at the option of the Employee.

2. **ASSOCIATION**

A leave of absence without pay for up to one (1) year may be granted upon request to any Employee for the purpose of serving as an elected officer or designee of the Association.

3. **MILITARY**

On completion of military service, the Employee shall be entitled to resume full-time employment without loss of salary, benefits, or seniority rights.

4. **OUTSIDE TEACHING**

A leave of absence without pay may be granted for one (1) year for an Employee who joins VISTA, the Peace Corps, the National Teachers Corp. or Florida Virtual School.

5. **PUBLIC OFFICE**

A leave of absence without pay not to exceed one (1) year may be granted to any Employee upon application for the purpose of campaigning for or serving in a public office.

6. **SABBATICAL LEAVE**

a. **PURPOSE**

A sabbatical leave may be granted to an Employee by the Board for study, including study in another area of specialization, or for other reasons of value to the school system.

b. **CONDITIONS**

Sabbatical leave may be granted, subject to the following conditions:

- 1. Percentage of Employees
If there are sufficient qualified applicants, sabbatical leaves may be granted to a maximum of one (1%) percent of continuing contract/professional services contract Employees at any one time.
- 2. Requests
Requests for sabbatical leave may be presented to a jointly established sabbatical leave committee. Such committee shall be composed of an equal number of Association and Board members. The Association shall nominate to the Board its members of the sabbatical leave committee. A request containing such information as prescribed by the sabbatical leave committee shall be submitted no later than February 1, and recommendations from the sabbatical leave committee to the Board for action of such request must be made no later than March 1 of the school year for which the leave is requested.

3. **Minimum Time to Qualify**
The Employee must complete at least six (6) full years of service in the Highlands County School District before becoming eligible for sabbatical leave.

4. **Pay**
An Employee on sabbatical leave (for either one-half (½) or for a full school year) shall be paid by the Board at fifty (50%) percent of the salary rate which would have been received if said Employee had remained on active duty. The Employee shall be under obligation quarterly to show evidence of successful completion of approved program. Such Employee shall sign a contract with the district stating that:
 - (i) the teacher shall return to the district and serve an additional one school year following the expiration of the leave.

 - (ii) the teacher shall repay the full amount received for the sabbatical if he/she fails to return to the district.

5. **Other Remuneration**
During the period of sabbatical leave, an Employee may not engage in remunerative employment which may be in conflict with State Board of Education Administrative Rules or Florida Statutes, but may accept grants or fellowships.

D. BEREAVEMENT LEAVE

Employees who have a death in the immediate family as defined in definitions to include grandchildren, may be granted up to two (2) paid days bereavement leave per incident that is not counted against their leave balance for normal workdays missed. Proof of bereavement (obituary, etc.) shall be provided and it is the employees responsibility to complete the proper paperwork (bereavement leave request) within thirty (30) calendar days of returning from leave. This will take effect upon ratification by both parties.

ARTICLE XV: VACANCIES, TRANSFERS AND REASSIGNMENTS

A. TRANSFERS AND REASSIGNMENTS

1. VACANCIES

When a vacancy is finally declared by the Superintendent in a certified position in the school district, the announcement of the vacancy will be made available the District website. All vacancies are advertised for ten (10) working days. However, if the administrator/designee is satisfied that one or more of the in-house applicants is qualified to satisfactorily perform the job responsibilities, then he/she may close the advertisement at the end of the five (5) day in-house advertising period. All in-house applicants meeting selection criteria will be scheduled for an interview; Personnel interviewed for a position shall be notified in a timely manner of the final decision of the administrator.

2. TRANSFERS

- a. If a teacher wishes to be considered for a vacancy for a position at another location they must apply for the vacancy using the current application software system within the posting timeframe.
- b. In non-emergency situations, the first five (5) days of a vacancy advertisement are designated for consideration of internal applicants (contracted employees) only.
- c. All internal applicants meeting selection criteria will be scheduled for an interview. Personnel interviewed for a position shall be notified in a timely manner of the final decision of the administrator.

3. CRITERIA

In the filling of any vacancy of a regular full-time teaching position, the principal at the site where the vacancy exists will appropriately screen all applicants to be interviewed and shall participate on the interview team. The individual qualifications shall be matched against the job description and needs of the position and the applicant with superior qualifications that may include seniority, certification, teacher performance and evaluation, academic preparation and ranking in the interview process shall be recommended to the Superintendent and hired.

If a current district Employee is selected, the Employee shall be released by the sending administrator as soon as the advertisement and interview process is complete and a selection is made. If action is delayed over twenty (20) days, the Department of Human Resources will assist the principals in expediting the process.

4. THE INTERVIEW TEAM

The interview team shall consist of 4-5 members. The members must include one building administrator, and one person reflective of the position being interviewed. (i.e.: grade level chair or members). The other members shall be one of the following: parent, student, district office personnel, community/business, faculty members or staff.

5. SPECIAL REQUESTS FOR TRANSFER

Full-time Employees who have completed one continuous year with the School Board of Highlands County, and who desire a transfer or reassignment may at any time submit a written request to the Superintendent for transfer. Employees shall include in their request all information relevant to the request. The Superintendent shall make the final decision on the transfer and notification shall be given in writing five days after the final decision.

6. FILLING OF VACANCY BY TEMPORARY ASSIGNMENT

In circumstances where a vacancy occurs during the school year and has not been filled by the School Districts in-house advertisement process, the Superintendent shall have the right to make an appointment which will be recognized as a temporary assignment to exist no longer than the end of the school year if allocations permit. Whenever possible, substitutes who hold or are eligible to hold, valid educator certificates will be used to fill temporary assignments. Any open position filled by an instructional substitute shall be made available at the end of the year via the school district's in-house advertisement process.

B. INVOLUNTARY TRANSFERS AND REASSIGNMENTS

1. CRITERIA

An involuntary transfer or reassignment may be made in the case of an emergency or to prevent a disruption of the instructional program, or as a result of loss of teacher unit allocations to a school. In the case of the loss of teacher unit allocations to a school and where an involuntary transfer or reassignment is necessary, an Employee's seniority, certification, educational attainment, teacher performance and evaluation shall be considered in determining which Employee is to be transferred and/or reassigned.

2. PROCEDURE FOR INVOLUNTARY FILLING OF VACANCIES

The Board and the Union recognize that it may become necessary to transfer a teacher involuntarily. Such transfers would be made for but not limited to the following reasons:

- Loss of units
 - Providing for a racially balanced school staff
 - Dividing a school faculty to staff a new school
 - Phasing out a program or grade level
 - Relocating a program
 - Closing a school
 - Meeting federal and/or state student achievement/accountability criteria
 - Not meeting out of field certification requirements
 - Compliance with a court order
 - Redistricting of schools
- a. If a position becomes vacant and must be filled due to an emergency or to prevent undue disruption of the instructional program, it shall be filled by qualified current Employees under contract. Voluntary transfers shall be considered prior to any involuntary transfers taking place. A written notice of involuntary transfer will be given at least five days in advance of the date of transfer.

- b. When involuntary transfers become necessary due to a school's losing one or more allocated teacher units, a list of vacancies in other schools shall be made available to those Employees being transferred. If no volunteers are available, then on the basis of an Employee's seniority, certification, educational attainment, teacher performance and evaluation, a teacher shall be selected for transfer. Affected Employees may request the vacant positions in order of preference to which they desire to be transferred. With the permission of the principal all such Employees may be given time off for the purpose of visiting schools where the vacant positions exist. Affected Employees shall select from available positions with seniority and appropriately certified Employees selecting first.
- c. An Employee being involuntarily transferred shall not be placed in a position requiring a reduction in base salary.
- d. If a senior elected building representative has been notified of an involuntary transfer, prior to the actual transfer taking place, the Union president will be notified and may request a meeting with the Superintendent to discuss the rationale for the transfer.
- e. A current list of building representatives will be provided to Human Resources as well as each principal/worksite administrator.
- f. The Union President shall be notified of involuntary transfer situations in order to assist in responding to questions from membership.

3. NOTICE

Notice of an involuntary transfer or reassignment shall be given in writing to affected Employees no less than ten days prior to the transfer or reassignment, except in the case of an emergency.

4. MEETING

An involuntary transfer shall be made only after a meeting(s) between the Employee, the principals involved and/or the Superintendent, at which time the Employee shall be given written reasons for the transfer.

An involuntary reassignment shall be made only after a discussion between the Employee and the principal at which time circumstances will be disclosed.

In either case, the Employee shall receive adequate notice of the meeting and be entitled to Union representation.

C. STAFFING NEW SCHOOLS

It is The District's intent to staff all schools with highly qualified instructional staff. Consideration will be given to individuals with seniority, appropriate certification, experience in the grade level or subject area, willingness to meet additional State and district job-relevant requirements, and satisfactory performance appraisals.

1. When a new school will open the beginning of the next school year, the instructional vacancies will be filled as follows:

a. First, a list of vacancies will be made available via electronic notification to the Administrators of affected schools. This list will then be distributed electronically to all instructional personnel assigned to the schools which will be relocating students (based on district zoning criteria) to the new school. Restricted position vacancy advertisements will be posted on the district's electronic job board for five days. Interested instructional personnel at those schools which will be relocating any or all students may apply for posted positions with the clear understanding that the decision of who is interviewed, selected and hired is at the sole determination of the Principal and the interview committee.

b. Next, the remaining vacancies will then be posted on the district's electronic job board for five days. Employees from any school within the district may apply for the remaining vacancies. It is understood that eligibility for a vacancy includes the ability to meet job description requirements, specific needs, such as supplemental assignments for designated positions, etc.

c. Finally, any remaining instructional vacancies will be advertised to the public.

ARTICLE XVI: SUPPLEMENTAL ASSIGNMENTS

A. SPECIAL ASSIGNMENTS

Supplemental positions will be advertised and selection will be made utilizing an interview team. Recommendations will be made to the Principal based on qualifications, experiences, and previous performance.

B. SELECTION OF APPLICANTS

1. Considerations

All qualified Employees shall be given the opportunity to apply for supplemental positions. The Board agrees to give due consideration to the professional background, attainments, seniority, and other relevant factors of all applicants.

2. Notification

Advertisement of supplemental positions at each school shall be posted at the individual school site.

3. Instructional Leadership

Teacher Leader Team positions at individual school sites will be advertised. The Team may consist of the technology resource teacher, literacy curriculum resource teacher, one teacher from each grade level/curriculum area up to a total of no more than ten (10). All qualified applicants will be given the opportunity to apply and be interviewed.

The position will be re-advertised at the end of one (1) year. The interview team (as identified in Article XV A-3) will recommend to the Principal a candidate for the position.

The duties and responsibilities may include assisting with various district/school initiatives and processes involving curriculum and school leadership. For specific information, see existing job description for teacher leaders.

ARTICLE XVII: DISTRICT RESOURCE PERSONNEL

The Board and the Association recognize the fact that an adequate number of special resource personnel are essential to the operation of an effective educational program. The Board provides a variety of resource personnel that have been determined to be essential to the effective operation of the District's educational program. The duties and responsibilities of these positions may include assisting in the research, development, implementation and evaluation of curricula, technology and classroom instructional strategies. For specific information see individual resource position job descriptions.

ARTICLE XVIII: EMPLOYMENT AND ASSIGNMENTS

A. ASSIGNMENT OF EMPLOYEES

Every reasonable effort will be made to notify employees in writing by May 1st of their tentative teaching assignments for the following year. If such notification is not given, the Employee shall assume that their assignment remains the same. It is recognized that scheduling problems may necessitate a change in teaching assignments during the summer months. In that event, the teacher will be notified of the change by school email and phone call, immediately upon determination of the change.

B. ASSIGNMENT CRITERIA

Every reasonable effort will be made to assign teachers to areas for which they hold valid educator certificates. Employees who are teaching out of field must earn at least six (6) semester hours per year toward certification in that field or the equivalent in in-service points or pass the subject area exam and add applicable certification to a valid educator's certificate to be considered in field.

In addition, where funding is available and approved to appropriate, the following provisions will be considered:

- Reimburse fees to take subject area exams.
- Provide preparation/study guides for subject area exams.
- Provide subject area exams tutorials where participant numbers are sufficient to justify expenditures.
- Provide additional assistance in locating appropriate course work to satisfy the out-of-field requirements.
- Provide one-half day of professional leave time when students are not present for the purpose of taking required subject area exams to become in field and highly qualified; leave requests require advance notice as per School Board of Highlands County policy.

C. ADDITIONAL ASSIGNMENTS

1. Any summer assignment, including driver education and summer school courses, shall not be obligatory but shall be with the consent of the Employee. Selection of summer school personnel shall be based on certification, preparation commensurate with current school improvement goals, recency of experience in the grade level or subject area, seniority, teacher performance and evaluation. Other qualifications which may be required shall be announced to the faculty. Special summer projects or programs shall be exempt from the above-stated language.

In the case of centering, teacher allocations shall be generated utilizing student population coming from each school site and being filled accordingly.

2. Any extracurricular assignment in addition to the normal teaching schedule during the regular school year shall not be obligatory but shall be with the consent of the Employee.

D. IN-SCHOOL DUTIES

Teachers' assignments to in-school duties shall be shared equitably among faculty members, when possible. Such reasonable assignments shall not constitute grounds for extra compensation. Teachers shall be informed of the proposed in-school duties and shall be given an opportunity to request specific duty assignments. Exempting extenuating circumstances, the master duty schedule shall be distributed to all teachers by the last teacher workday in the preplanning week.

ARTICLE XIX: REDUCTION OR REALLOCATION OF STAFF

A. LAYOFFS

When one or more Employees are to be laid off because of substantial change in the size or nature of the student population or unavoidable budgetary limitations, the Superintendent shall request a meeting with the union president to discuss the cuts to be made. This meeting will involve establishing the program areas requiring reduction. Once the areas to be cut are identified, the district school board must retain Employees at a school or in the school district based upon education program needs and the performance program areas requiring reduction. The Employee with the lowest performance evaluations must be the first to be released: the Employee with the next lowest performance evaluations must be the second to be released: and the reductions shall continue in like manner until the needed number of reductions has occurred. In the event that a tie occurs using the evaluation ranking in any program area being cut, contract status, seniority, and educational attainment shall be used to break the tie. A district school board may not prioritize retention of Employees based upon seniority (F.S. 1012.33 (5)).

A teacher may not be prevented from securing other employment during the period of layoff under this subsection.

B. RECALL RIGHTS

Laid-off Employees shall be offered reemployment in reverse order of their being laid off if qualified to fill the vacancies. No new appointments may be made while there are vacancies. No new appointments may be made while there are laid-off teachers available who are qualified to fill the vacancies. Laid-off Employees will retain recall.

C. NOTIFICATION

The principal shall inform his school staff if it will be affected by reduction or reallocation. Rationale for such reduction or reallocation of staff will be given when requested from the Superintendent.

D. BENEFITS

Any Employee reemployed by exercising recall rights shall be reinstated without loss of seniority at the time of layoff.

ARTICLE XX: PROCEDURES FOR SUPERVISION OF STUDENT

TEACHERS/PROFESSIONAL EDUCATION COMPETENCY (PEC) PROGRAM

A. COOPERATING EMPLOYEE REQUIREMENTS

Whenever possible, Employees supervising student teachers shall have had at least three (3) years of teaching experience with at least one (1) year in the present position.

See criteria for student teacher supervisors.

B. CONSENT

Each prospective cooperating Employee may accept or reject, upon the basis of remuneration, a student teacher. The Employee shall receive the request to take a student teacher at least two (2) weeks prior to the student's introduction to the classroom. An emergency situation shall negate the two week period.

C. ASSIGNMENTS

A cooperating Employee shall not be given additional teaching assignments outside of the regular responsibilities during the period of supervising a student teacher.

D. PROCEDURES FOR SUPERVISION OF STUDENT TEACHERS/ PROFESSIONAL EDUCATION COMPETENCY (PEC) PROGRAM

1. Supervising teacher positions shall be posted at the school site.
2. Position of Supervising teacher shall be based upon comparable subject area certification whenever possible.
3. Teachers shall not be required to serve as Supervising teacher; however, those who accept the position must be willing to assume all responsibilities which the position requires including prescribed training.
4. The principal shall make the final determination as to who will serve as a Supervising teacher; based on the above criteria.
5. Supervising Teachers shall be paid according to the Supplemental Schedule.
6. Whenever possible, Supervising Teachers shall have at least three (3) years of experience.

ARTICLE XXI: MEDICAL EXAMINATION

The cost of all physical and psychiatric tests or examinations taken by the Employee at the request or order of the School Board or its designee, except those examinations or tests which are prerequisites of initial employment, shall be borne by the Board.

ARTICLE XXII: SAFETY PROVISIONS/FACILITIES

A. EMPLOYEE FACILITIES

Each school shall make every reasonable effort to provide and maintain the following:

1. Instructional Areas

- a. All rooms which are used for purposes of instruction or instructional preparation shall be appropriately heated and/or air conditioned whenever feasible.

2. Restrooms

- a. Well-lighted and clean Employee restrooms separate from student restrooms.

3. Dining Area

- a. A clean and comfortable dining area for the use of the Employees.

4. Parking

- a. Free parking facilities which are identified for Employee use.

5. Employee Equipment

- a. A serviceable desk, chair, and access to lockable storage area for the exclusive use of the Employee. As new permanent facilities come on line, computer networks shall be included.

6. Protective Devices

- a. Such special clothing, equipment, and devices as identified by Federal or State laws or rules requirements for Employees to perform assigned duties in a safe manner. All such items shall be provided without charge to the Employee.

7. Emergency Lighting

- a. The Board shall provide emergency lighting facilities for all windowless hallways and for all windowless classrooms.

8. Security Visibility

- a. Employees shall request window or security viewing device. The principal shall submit a work order.

9. Fencing

- a. All worksites, whenever possible, shall be self-contained with security fencing.

10. Outside Lighting

- a. All facilities shall be equipped with outside security lighting.

11. Storage Space

- a. Space for each Employee within each instructional area in which to store instructional materials and supplies.

12. Lounges

- a. An appropriately furnished and air conditioned room which shall be reserved for the use of Employees as a staff lounge. Although Employees shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.

13. Telephone

- a. A telephone shall be provided in each individual working area when practicable. When this is not available, some alternate form of communication (cell phones, two-way radio, and intercom) shall be provided.

14. Communication System

- a. A communication system so that Employees can communicate with the main building office from their classrooms whenever feasible.

15. Textbooks

- a. Copies exclusively for each Employee's use of all texts used in each of the courses the
- b. Employee is to teach.

16. Chalkboards/Whiteboards

- a. Chalkboard/Whiteboards space in every classroom. Additional chalkboard/whiteboards space may be provided upon request.

17. Books and Expendables

- a. Books, paper, pencils, chalk, erasers, and other such materials required in daily teaching responsibilities as determined by the grade level or department chairman and the principal within the limits of the school budget.

18. Uniforms

- a. Smocks for art and home economics Employees. Laboratory coats for science Employees. Shop coats for vocational and industrial education Employees. Proper laundering facilities for all of said items to be provided without charge to the Employees.

19. Clerical Services

- a. Typing and duplicating or copying facilities to aid the Employees in the preparation of instructional materials shall be made available for Employee use subject to rules and/or guidelines as determined by the principal.

20. Vending Machines

- a. Upon the request of the Employees, vending machines shall be installed in the
- b. Employee's lounge whenever feasible and maintained by Employees.
- c. There will be an "Employee Sunshine Fund" which shall receive the profits monthly from any Employee-maintained vending machine in the school which is located in the teacher lounge areas.

21. Keys

- a. In order to permit freedom of access both during and after regular school hours, all
- b. Employees, upon request and subject to reasonable regulations, may be provided with
- c. a key or other means of access to an outside door in their area of the building and to the gate during non-school hours.

B. MAINTENANCE REQUESTS

An Employee needing maintenance on his/her classroom shall contact their site Plant Operator. When necessary, the Plant Operator may create a work order via the Electronic Facility work order program.

C. PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

1. Unsafe and Hazardous Conditions

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health and safety. If an Employee suspects such a condition exists, the Employee shall immediately report such condition to his/her immediate supervisor.

2. Procedures for Hazardous Conditions

When the Superintendent, or his designee, makes a determination on a district-wide basis or a building basis that conditions are unsafe or hazardous for the health, safety or well-being of Employees, the following conditions shall be established and exist until rescinded:

- a. Recommendations
In the event of any disorder or disruption in the regular school program, the Association may make recommendations to the Superintendent to guarantee the safety of student, Employees, and property.
- b. Association Representative
Except in emergencies declared by the Superintendent or his designee, representatives of the Association shall be allowed, with permission of the building principal, free access to buildings and Employees until conditions are no longer unsafe or hazardous.
- c. Closings
The Association may, except in emergencies declared by the Superintendent or his designee, submit recommendations for consideration before any judgment is made to open or close school.
- d. Each school administrator shall establish a procedure where a classroom teacher may leave the classroom in case of a personal emergency and have proper supervision of the pupils in the room.

3. Use of Reasonable Force
An Employee may within the scope of employment use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within control of the pupil for the purpose of self defense and for the protection of persons.
4. Assault and/or Battery of an Employee
 - a. Leave
The Superintendent shall authorize up to ten (10) days for illness or injury in the line of duty, not chargeable to accumulated sick leave. The Board shall consider additional non-chargeable sick leave due to illness or injury in the line of duty. Such illness or injury must be certified by a physician as being job connected or contracted.
 - b. Workers' Compensation
The Board shall provide workers' compensation insurance for each Employee.
5. Reporting Assaults
 - a. Principal or Immediate Supervisor
Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor and to the police.
 - b. Superintendent and Association
The Employee shall notify the Association and the immediate supervisor shall notify the Superintendent of the assault. The Superintendent shall comply with any request he deems reasonable from the Employee for information in possession of the Superintendent relating to the incident or to the persons involved.
6. Hazardous Situations
No Employee shall be required to search for a bomb, illegal drugs, weapons, or handle hazardous materials.
7. First Aid
 - a. At all times the Board shall provide at each school site the equipment necessary to ensure proper first aid treatment for Employees and students.
 - b. Teachers shall not be required to check for head lice.
8. Student Illness or Injury
The Board shall make provision for ill or injured students to be removed and cared for outside of the classroom.

ARTICLE XXIII: INSTRUCTIONAL MATERIALS AND SUPPLIES

A. PURPOSE

The Board shall allocate funds to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies and equipment of sufficient quality and quantity to enable Employees to properly fulfill their responsibilities. Employees must submit a purchase request through their school bookkeeper for approval by the administration prior to the purchase of instructional materials.

B. TEACHER INPUT

Teacher shall be afforded the opportunity to give input on matters regarding textbooks, curriculum, and budget allocation for instructional materials and supplies.

ARTICLE XXIV: ACCOUNTABILITY/SCHOOL REFORM/WAIVER PROCEDURES

When considering programs or changes which conflict with the collective bargaining agreement unless imposed by the State Board of Education, the following process will be followed:

1. The faculty and administration will meet to discuss waiver options by April 15. The HCEA worksite representative shall be an active participant in the discussion on waivers and oversee the balloting process. The worksite administration is responsible for any and all paperwork to be submitted to the HCEA Waiver Committee. The Superintendent's designee will provide a Waiver Memorandum to each school site by March 30. A flex calendar worksheet shall be included with this memorandum.
2. Any proposed changes must receive a super majority (2/3rds) of all the secret ballot votes. If no option receives super majority, the options may be narrowed down by using the top two ballot choices as possible choices and/or include "no waiver" as a potential choice and a second secret ballot case. If a choice is made, it will then be submitted to the HCEA Waiver Committee and the Superintendent's Designee by the last day of April. The proposal submitted shall include a cover letter discussing the process used to form the ballot, state the choice that received the required vote and a calendar reflecting the changes for the coming school year. A copy of any ballot/s used must be in the submission and the worksite representative shall keep the ballots that were cast with a list of the staff that balloted. The HCEA Waiver Committee may request the official ballots in the review process. The HCEA Waiver Committee shall be composed of the HCEA Executive Council and the Spokesperson of the Bargaining Team.
3. Prior to the ballot being cast, waiver requests will be posted at the site requesting the change for five (5) working days. The posting will include the date the HCEA Waiver Committee will be considering the waivers which shall be the first Monday of May.
4. Representatives from the site may contact the Union President and schedule a time when they speak to the HCEA Waiver Committee for and/or against the waiver request on the first Monday of May.

5. The HCEA Waiver Committee has the authority to accept or veto the waiver request.
Any worksite that does not meet the established deadlines shall forfeit the right for any waiver for the following school year.
6. When a Waiver Request has been rejected, the plan will be returned to the affected schools for revision with the reason or reasons for the rejection.
7. When a Waiver Request is granted, the plan will be sent to the Superintendent with documentation that the HCEA Waiver Committee has approved the waiver request.
8. When a waiver has been approved through this process and has been approved by the Board, it will be considered the Collective Bargaining Agreement for that site.
9. When changes that affect multiple sites come to the attention of the HCEA and the Board, a Memorandum of Understanding may be written, but all Memoranda must be ratified by the bargaining unit and the Board before understood change can be implemented.
10. All waivers shall terminate at the end of the regular school year.
11. Approved waivers shall become effective as stipulated within the waiver language.
12. Teachers opposing the waiver at their school site shall be given first option to transfer to another site. Official request procedures for said transfer must be followed.

ARTICLE XXV: CHARTER SCHOOLS

A public school within Highlands County taking a charter school option shall remain as part of the existing District Collective Bargaining unit and its contract provisions until and unless such time said charter school chooses to privatize. Employees of the school district may take leave for one (1) year if they have a continuing contract or a professional services contract, to accept employment in a private charter school upon the approval of the School Board and shall maintain seniority accrued in the school district but not with the charter school. They may continue to be covered by the benefit program of the school district only if the charter school and the school board agree to the arrangements and it's financing.

ARTICLE XXVI: COMPLIANCE AND

DURATION A. COMPLIANCE WITH INDIVIDUAL

CONTRACTS

Any individual contract between the Board and an individual Employee shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

B. SEPARABILITY

If this Agreement or any provision, section, sub-section, sentence, clause, phrase, or word of this Agreement is in conflict with any law as finally determined by a court of competent jurisdiction which has had presented to it the issue of conflict as it may pertain to this Agreement, that portion of the Agreement in conflict with said law shall be null and void, but the remainder of the Agreement shall remain in full force and effect with it being presumed that the intent of the parties herein was to enter into the Agreement without such invalid portion or portions. The parties shall meet in order to negotiate any changes made necessary by the decision or legislation referenced above.

C. PRINTING AGREEMENT

The Board will provide no less than 1 hard copies of the current Contract per worksite and 5 additional to HCEA and maintain the negotiated electronic version of the current Contract on its website readily accessible to all Employees represented by HCEA.

D. NOTICES

Whenever any notice is required to be given by either of the parties of this Agreement to the other pursuant to the provisions of this Agreement, either party shall do so by letter at the following designated address or such other addresses as may be designated by a party in written notification to the other party:

1. IF BY UNION, TO THE BOARD AT:
426 School Street
Sebring, Florida 33870
2. IF BY BOARD, TO THE UNION AT:
3201 Sparta Rd
Sebring, Florida 33870

E. DURATION PERIOD

1. This Agreement, shall be effective as of the date of adoption by the School Board, except for the salaries appearing in Schedule I and II which shall be retroactive as of July 1, 2022 and shall continue in effect until June 30, 2025 with the exception of the reopeners noted below.

2. Upon written notice to the Highlands County School District within a thirty (30) day period the Union may request negotiations on salary and supplements, insurance, Memorandums of Understanding, and two (2) of all other articles may be submitted by both parties. In addition, any mutually agreed upon Article by the Union and the Board also if any legislation is enacted which impacts any of the provisions of this Agreement, that provision may be reopened by either party.

TEACHER SALARY SCHEDULES

The chart below correlates years of experience to the appropriate salary level. It is to be used for all New Teachers hired during FY 2023-2024. After a teacher is placed on the appropriate level in their year hired, they will be compensated per that year's collective bargaining agreement.

2023-24 New Hire placement Schedule

Experience (Years)	Base Salary	Hourly Rate
0	\$ 48,898.00	\$35.64
1	\$ 49,020.25	\$35.73
2	\$ 49,142.80	\$35.82
3	\$ 49,265.65	\$35.91
4	\$ 49,388.82	\$36.00
5	\$ 49,512.29	\$36.09
6	\$ 49,636.07	\$36.18
7	\$ 49,760.16	\$36.27
8	\$ 49,884.56	\$36.36
9	\$ 50,009.27	\$36.45
10	\$ 50,134.29	\$36.54
11	\$ 50,259.63	\$36.63
12	\$ 50,385.28	\$36.72
13	\$ 50,511.24	\$36.82
14	\$ 50,637.52	\$36.91
15	\$ 50,764.11	\$37.00
16	\$ 51,144.85	\$37.28
17	\$ 51,528.43	\$37.56
18	\$ 51,914.90	\$37.84
19	\$ 52,304.26	\$38.12
20	\$ 53,088.82	\$38.69
21	\$ 54,150.60	\$39.47
22	\$ 55,775.11	\$40.65
23	\$ 58,006.12	\$42.28
24+	\$ 60,906.43	\$44.39

The supplement schedule will continue to be indexed at \$36,000 for district employees and \$34,500 for non-district employees.

BEGINNING JULY 1, 2016, ALL EMPLOYEES SHALL RECEIVE THEIR PAYCHECK VIA DIRECT DEPOSIT AND SKYWARD EMPLOYEE ACCESS

A. MEMBERS OF INSTRUCTIONAL BARGAINING UNIT

The schedules below are the product of extensive, cooperative negotiations between the Highlands County Education Association (HCEA) and the Office of the Superintendent. It applies to all members of the bargaining unit as defined in the contract negotiated in compliance with §. Ch. 447.

These schedules list the minimum and maximum salary for members holding a valid Florida Educator’s Certificate, regardless of each individual’s contractual status.

For work extended beyond the employee’s regular contract, (may include summer school), pay will be computed in terms of the individual’s professional hourly rate. The professional hourly rate is derived by two calculations. The individual’s annual base salary plus performance pay (if eligible) plus advanced degree (if eligible) is divided by the number of contracted days divided by 7 hours/day worked. Note: Some instructional personnel hold an 8hr/day contract.

INSTRUCTIONAL GRANDFATHER SALARY SCHEDULE

2023-2024

EFFECTIVE July 1, 2023

Schedule 1

MINIMUM	MAXIMUM
\$51,000	\$68,244

INSTRUCTIONAL PERFORMANCE SALARY SCHEDULE

~~2022-2023~~ 2023-2024

EFFECTIVE July 1, ~~2022~~ 2023

Schedule 1

MINIMUM	MAXIMUM
\$48,960	\$73,600

D. DIFFERENTIATED PAY

Pay for advanced degrees may be provided for teachers and school administrators (hired prior to July 1, 2011) who qualify by providing documentation of degree conferral (official transcript) from an accredited institution; pay will be retroactive to the date of degree conferral if received within the current school year.

§. 1012.22(1) I Pay for advanced degrees (for teachers or school administrators) may be provided for those hired on or after July 1, 2011 only if the degree is held in the area of certification and is only a salary supplement. Supplements for an advanced degree will be paid retroactive to the date the degree was conferred as indicated on the transcript, if received within the current school year. Based on 24 pay periods; will be prorated for contract days worked. Supplements are based upon 196 days / 7 hours.

DEGREE	AMOUNT
Masters	\$2,500.00
Specialist	\$3,000.00
Doctorate	\$4,000.00

**CRITICAL SHORTAGE INDEX for
2023-24**

Position	Index
Deaf/Hard of Hearing Teacher	*Base Salary x 1.10 for 196 Days
Vision Teacher	*Base Salary x 1.10 for 196 Days
Board Cert. Associate Behavior Analyst (BCABA)	*Base Salary x 1.10 for 196 Days
Speech & Language Pathologist – Temp Certificate	*Base Salary x 1.10 for 196 Days
Deaf/Hard of Hearing Teacher certified in sign language	*Base Salary x 1.15 for 196 Days
Staffing Specialist	*Base Salary x 1.15 for 196 Days
Speech & Language Pathologist – 5yr Nonrenewable Certificate	*Base Salary x 1.15 for 196 Days
Vision Teacher with Orientation & Mobility Training	*Base Salary x 1.15 for 196 Days
School Social Worker	*Base Salary x 1.20 for 196 Days
Board Certified Behavioral Analyst	*Base Salary x 1.20 for 196 Days
Registered Clinical Social Worker Intern	*Base Salary x 1.20 for 196 Days
Registered Mental Health Counselor Intern	*Base Salary x 1.20 for 196 Days
Occupational Therapist	*Base Salary x 1.20 for 196 Days
Speech & Language Pathologist – Clinical Fellowship	*Base Salary x 1.20 for 196 Days
Physical Therapist	*Base Salary x 1.25 for 196 Days
Speech & Language Pathologist – Certificate of Clinical Competence	*Base Salary x 1.25 for 196 Days
Licensed Clinical Social Worker	*Base Salary x 1.25 for 196 Days
Licensed Mental Health Counselor	*Base Salary x 1.25 for 196 Days
School Psychologist	*Base Salary x 1.25 for 196 Days

ADDITIONAL SUPPLEMENTS FOR DIFFERENTIATED PAY (§. 1012.22)

Eligible personnel meeting category criteria listed below must also meet the following requirements to be paid the appropriate categorical supplement:

- Hold a valid Florida Department of Education issued **Professional** Educator’s Certificate
- Must have **physically** worked at least 99 days of a contract year, in the same assignment, and receive a final summative performance evaluation
- Must receive an overall *Instructional Practices Component (IPC)* rating of at least **Effective** on the Performance Evaluation Instrument for Instructional Personnel.
- Employees who have **physically** worked 99 days or more, but elect to leave the district of their own free will, either within the contract period or at the end of the current school year, will not be eligible for any categorical supplement.

Differentiated Pay supplements are applicable only for as long as the employee meets the designated criteria. Supplements are not part of an employee’s continuing base salary. The supplement is a fixed dollar amount and is subject to change from fiscal year to fiscal year as funding and the collective bargaining process permits.

CATEGORY I: School Demographics	Supplement Amount
<p>Classroom teachers who teach core academic subject areas, as based on FLDOE course codes, for at least 50% of the day AND school administrators who meet the following criteria:</p> <ul style="list-style-type: none"> • Schools in Elementary and Secondary Education Act (ESEA) PRIORITY status “F” grade; required under NCLB), OR • Schools in ESEA FOCUS status (“D” grade) for three (3) or more consecutive years (required under NCLB), AND meet both of the following criteria: <ul style="list-style-type: none"> ○ 60% or higher minority students ○ 80% or higher free/reduced lunch rate, OR • Schools designated as a CHOICE school <p>NOTE: Category I (DA status schools) supplemental pay is based on previous (not current) school year’s DA status; eligible Category I teachers are paid based on current employment at a DA status school as long as the teacher continues employment at a DA status school for the subsequent school year.</p>	<p align="center">\$800 max/per</p> <p>Supplement amount varies based upon the number of schools meeting Category I requirements (<i>\$50,000 cap divided by number of individuals to be paid at qualifying locations</i>)</p>
CATEGORY II: Level of Job Performance Difficulty	Supplement Amount
<p>Classroom teachers who hold the applicable certification(s)/endorsement(s) and are instructing in areas as defined by NCLB, based on FLDOE Course Code, AND who meet one of the following criteria (<i>only one supplement in this category will be paid</i>):</p> <ul style="list-style-type: none"> • Teaches Reading and holds certifications/endorsements in BOTH Reading AND ESOL, AND instructs a minimum of 25% ELL classroom population (e.g., 20 classroom students; 5 must be classified as LY students = 25%) • Teaches Intensive Reading at least 50% of day and holds certification/endorsements in BOTH Reading AND ESOL • Teaches Intensive Math at least 50% of day and holds appropriate Math certification; HQ in appropriate Math • Teaches more than four (4) secondary preps in the following core subject areas: Math, Language Arts, Reading, Science, Social Science 	<p align="center">\$700 max/per</p> <p>Supplement amount varies based upon the number of individuals meeting Category II requirements (<i>\$40,000 cap divided by number of individuals to be paid</i>)</p>

CATEGORY III: Critical Shortage Areas	Supplement Amount
Classroom teachers who hold the applicable certification(s)/endorsement(s) and are instructing in areas as defined by NCLB, based on FLDOE Course Code, AND who meet one of the following criteria (<i>only one supplement in this category will be paid</i>): <ul style="list-style-type: none"> • Teaches full-time, self-contained ESE students 100% of day (students pulled for “specials” only); BIC units receive additional \$100 supplement • Teaches high school Honors, Advanced Placement, IB, and/or Dual Enrollment courses in the following core academic subject areas: English, Math, Science at least 50% of day 	\$600 max/per Supplement amount varies based upon the number of individuals meeting Category III requirements (\$30,000 cap divided by number of individuals to be paid)
CATEGORY IV: Additional Responsibilities	Supplement Amount
<ul style="list-style-type: none"> • Teacher Development: Mentor teachers 	\$500
<ul style="list-style-type: none"> • Teacher Leadership: Curriculum Leadership Team (CLT)* 	\$1,505

**See Board approved job description for CLTs*

PROCESS FOR IDENTIFYING PERSONNEL WHO QUALIFY FOR DIFFERENTIATED PAY

In addition to supplemental pay for advanced degrees and critical shortage areas, there are five (5) additional categories Of Differentiated Pay as described in The School Board of Highlands County Salary Schedule. The process for each category is as follows:

CATEGORY I: School Demographics

May -- HR/MIS personnel pull data for the following information:

- Identify schools in Elementary and Secondary Education Act (ESEA) **Priority** status (“F”)
- Identify schools in ESEA **Focus** status (“D” grade) for three (3) or more consecutive years
- Identify schools who meet **60%** or higher minority students
- Identify schools who meet **80%** or higher free/reduced lunch rate
- Identify schools who have been designated as a **Choice** school
- Identify certificated personnel who hold a **Professional** Educator’s Certificate issued by FLDOE
- Identify certificated personnel who have physically worked at least 99 days of the current contracted school year, in the same teaching assignment, and received a final summative performance evaluation
- Identify certificated personnel who received an overall Instructional Practices Component (IPC) rating of Effective or higher on the final summative performance evaluation
- Identify classroom teachers who teach core academic subject areas, and based on FLDOE course codes
- Review teacher class schedules to determine percentage of instructional day core academic courses are taught by **each** teacher

June – Supplements are paid in the last June paycheck. **NOTE:** *Category I (DA status schools) supplemental pay is based on previous (not current) school year’s DA status; eligible Category I teachers are paid based on current employment at a DA status school as long as the teacher continues employment at a DA status school for the subsequent school year.*

CATEGORY II: Level of Job Performance Difficulty

May -- HR/MIS personnel pull data for the following information:

- Identify classroom teachers who hold a Florida Educator's Certificate and teach core academic subject areas, and based on FLDOE course codes, in Reading, Intensive Math, and/or ESOL
- Review teacher class schedules to determine percentage of day core academic course are taught by *each* teacher
- Identify ELL students assigned to teachers who hold certification(s)/endorsement(s) in **BOTH** Reading **AND** ESOL; calculate ELL percentage of classroom population
- Identify secondary teachers who teach more than four (4) preps in core academic subject areas, and based on FLDOE course codes, in Math, Language Arts, Reading, Science, and/or Social Science
- Identify certificated personnel who hold a **Professional** Educator's Certificate issued by FLDOE
- Identify certificated personnel who have physically worked at least 99 days of the current contracted school year, in the same teaching assignment, and received a final summative performance evaluation
- Identify certificated personnel who received an overall Instructional Practices Component (IPC) rating of *Effective* or higher on the final summative performance evaluation

June – Supplements are paid in the last June paycheck.

CATEGORY III: Critical Shortage Areas

May -- HR/MIS personnel pull data for the following information:

- Identify teachers who teach in a full-time, self-contained ESE classroom
- Identify teachers who teach in a BIC unit
- Identify high school teachers who teach Honors, Advanced Placement, IB, and/or Dual Enrollment academic subject areas and based on FLDOE course codes, in English, Math, and/or Science
- Review teacher class schedules to determine percentage of day core academic course are taught by *each* teacher
- Identify certificated personnel who hold a **Professional** Educator's Certificate issued by FLDOE
- Identify certificated personnel who have physically worked at least 99 days of the current contracted school year, in the same teaching assignment, and received a final summative performance evaluation
- Identify certificated personnel who received an overall Instructional Practices Component (IPC) rating of *Effective* or higher on the final summative performance evaluation

June – Supplements are paid in the last June paycheck.

CATEGORY IV: Additional Responsibilities

Teacher Development: Mentor teacher assigned to new and/or developing teacher are paid a \$500 supplement upon completion and final review of mentor program notebook.

Teacher Leadership: School Curriculum Leadership Team (CLT) teachers are responsible for meeting at specified dates/times for data discussion, curriculum planning, coaching, training, observing, and supporting colleagues. A \$1,505 supplement is paid in 22 installments beginning the last pay period in September (total supplement amount based on percentage of beginning teacher pay).

NOTE: All qualifying reports are reviewed by district- (HR, MIS, C&I) and school-level administrators to determine eligibility for Categories I, II & III.

C. SUPPLEMENTS

The following salary supplement schedule will be in effect for the school year 2023-2024. All position supplements must be justified by the administrator, recommended by the Superintendent, and approved by the School Board.

Addenda Code	ASSIGNMENT	INDEX	SUPPLEMENT AMOUNT IN-HOUSE \$36,000.00	SUPPLEMENT AMOUNT PUBLIC \$34,500.00
AA101	Athletic Director – High School	0.160	5,760.00	5,520.00
AA102	Athletic Director – Middle School	0.050	1,800.00	1,725.00
AA116	Athletic Trainer – High School	0.080	2,880.00	2,760.00
AA117	Athletic Trainer – Middle School	0.028	1,008.00	966.00
AA119	Business Manager – High School	0.080	2,880.00	2,760.00
	Baseball and Softball			
AA121	Head Coach – High School	0.110	3,960.00	3,795.00
AA122	Assistant Coach – High School	0.060	2,160.00	2,070.00
AA124	Junior Varsity Coach	0.050	1,800.00	1,725.00
AA125	Junior Varsity Assistant Coach	0.045	1,620.00	1,553.00
AA127	Middle School Coach	0.040	1,440.00	1,380.00
AA128	Assistant Middle School Coach	0.020	720.00	690.00
	Basketball			
AA131	Head Coach – High School	0.110	3,960.00	3,795.00
AA133	Junior Varsity Coach	0.060	2,160.00	2,070.00
AA135	Middle School Coach	0.040	1,440.00	1,380.00
AA136	Assistant Middle School Coach	0.020	720.00	690.00
	Bowling			
AA140	Head Coach- High School	0.045	1,620.00	1,553.00
	Cheerleaders			
AB301	Varsity	0.110	3,960.00	3,795.00
AB302	Junior Varsity	0.045	1,620.00	1,553.00
AB305	Middle School	0.040	1,440.00	1,360.00

Addenda Code	ASSIGNMENT	INDEX	SUPPLEMENT AMOUNT IN-HOUSE \$36,000.00	SUPPLEMENT AMOUNT PUBLIC \$34,500.00
	Cross Country			
AA151	Cross Country Coach	0.045	1,620.00	1,553.00
	Girls Flag Football			
AA155	Head Coach – High School	0.05	1,800.00	1,725.00
AA156	Assistant Coach – High School	0.028	1,008.00	966.00
	Football			
AA161	Head Coach – High School	0.160	5,760.00	5,520.00
AA162	Assistant Coach – High School	0.100	3,600.00	3,450.00
AA164	Junior Varsity Coach	0.080	2,880.00	2,760.00
AA167	Head Coach – Middle School	0.065	2,340.00	2,243.00
AA168	Assistant Coach – Middle School	0.055	1,980.00	1,898.00
	Golf			
AA171	Golf Coach	0.045	1,620.00	1,553.00
AA175	Junior Varsity Golf Coach	0.020	720.00	690.00
	Soccer			
AA181	Head Coach – High School	0.090	3,240.00	3,105.00
AA182	Junior Varsity Coach – High School	0.055	1,980.00	1,898.00
AA185	Middle School Coach	0.040	1,440.00	1,380.00
	Swimming Coach			
AA191	Head Coach – High School	0.080	2,880.00	2,760.00
AA192	Assistant Coach – High School	0.045	1,620.00	1,553.00
	Tennis			
AA201	Tennis Coach	0.055	1,980.00	1,898.00
	Track			
AA211	Head Coach – High School	0.090	3,240.00	3,105.00
AA212	Assistant Coach – High School	0.055	1,980.00	1,898.00

Addenda Code	ASSIGNMENT	INDEX	AMOUNT IN-HOUSE \$36,000.00	AMOUNT PUBLIC \$34,500.00
	Choral Director			
AB351	High School	0.055	1,980.00	1,898.00
AB355	Middle School	0.028	1008.00	966.00
AB358	Elementary School	0.015	540.00	518.00
	FBLA (Future Business Leaders of America)			
AB361	High School	0.035	1,260.00	1,208.00
AB365	Middle School	0.024	864.00	828.00
	FCCLA Sponsor (Family Career & Community Leaders of America)			
AB371	High School	0.035	1,260.00	1,208.00
AB375	Middle School	0.024	864.00	828.00
	FFA Sponsor (Future Farmers of America)			
AB381	High School	0.055	1,980.00	1,898.00
AB385	Middle School	0.035	1,260.00	1,208.00
	JROTC			
AB391	Commander	0.080	2,880.00	2,760.00
AB392	Assistant Officer	0.040	1,440.00	1,380.00
AB401	National Honor Society	0.030	1,080.00	1,035.00
AB402	National Junior Honor Society	0.020	720.00	690.00
AB411	Newspaper Sponsor – High School	0.028	1008.00	966.00
AB412	Newspaper Sponsor – Middle School	0.020	720.00	690.00
	Student Government Advisors			
AB421	High School	0.045	1,620.00	1,553.00
AB425	Middle School	0.020	720.00	690.00
AB428	Elementary School	0.010	360.00	360.00

Addenda Code	ASSIGNMENT	INDEX	SUPPLEMENT AMOUNT IN-HOUSE \$36,000.00	SUPPLEMENT AMOUNT PUBLIC \$34,500.00
	<i>Others</i>			
AC431	Substitute Designee		1,059.00	N/A
AB433	Flex Positions – High School (<i>Maximum of 2 per school</i>)	0.020	720.00	690.00
AB434	Flex Positions – Middle School (<i>Maximum of 2 per school</i>)	0.015	540.00	518.00
AB439	Save Promise Club Sponsor (Middle & High)	0.020	720.00	690.00
AB436	Triad Supplement	0.019	684.00	646.00
AB438	SADD Sponsor	0.028	1008.00	N/A
AB439	Future Educators of America High School	0.035	1,260.00	1,208.00
AB440	Future Educators of America Middle School	0.024	864.00	825.00

Flex positions are approved by the Principal. Student participation must be proven from previous experience. These supplements are for existing, active, successful non-athletic activities.

On Staff / In-House: All Supplements except coaches will be paid in 22 installments. The Athletic Supplement for all Coaches, with the exception of high school football, will be paid in one lump sum payment at the end of the respective season. The high school football supplement will be paid 25% at the end of the Spring season and 75% at the end of the Fall season.

Not on Staff / Public: 50% Midway thru season
50% on Completion of season

Appendix A

SCHOOL BOARD OF HIGHLANDS 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) HCEA HCESPA Contract

Article(s) and specific section(s) of Contract violated: _____

Date of Alleged Violation: _____

Statement of 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: _____

One Copy Each: Administrator, Union, Grievant, Superintendent

2023-2024 Salary changes

All returning employees shall receive a 2% recurring retention supplement.

plus performance pay as follows:

Grandfathered teachers (PSC/CC):

Effective or highly effective \$225

Annual Contract Teachers:

Effective \$200

Highly Effective \$300

All teachers shall receive an additional \$618 market adjustment.

Newly hired teachers shall be placed on the New Hire Placement Schedule based on confirmed prior experience for up to 24 years.

For employees who have the School Board medical insurance, your premium will increase from \$90/check to \$115/check (that increase will be paid out of the \$618 increase stated above).

MOU between the School Board of Highlands County and the HCEA.

Whereas:

Funds through an ESSER grant are available, pending DOE approval, to provide financial support to instructional personnel to meet certification requirements completed from July 1, 2022 – September 29, 2024;

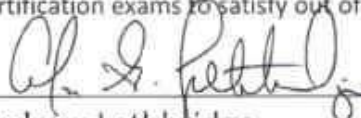
Be it therefore understood:

The parties enter this Memorandum of Understanding to:

- Provide a \$100 stipend for each of the five (5) competencies, up to \$500, to instructional personnel who complete their reading endorsement through Literacy Solutions or The University of Florida Lastinger Center Literacy Matrix from July 1, 2022 – September 3, 2024.
 - To qualify:
 - Endorsement must be completed within five (5) months of when the first competency is started.
 - A copy of the certificates of completion, along with a District provided form to log dates and times for competency completion, must be provided to Tiffany McCall in Human Resources no later than September 3, 2024, to allow time to add the endorsement to the educator certificate. Issuance of an educator's certificate with reading endorsement will initiate payment of the stipend.
- Reimburse for professional coursework needed to meet Professional certification requirements through EPI or Florida Southern as outlined in the Statement of Eligibility from FLDOE.
 - Only coursework taken on or after July 1, 2022, and completed by September 29, 2024, will qualify.
 - A commitment form must be signed and the individual must agree to teach in the district for three (3) years after upgrading to their Professional certificate or if the teacher terminates employment they shall pay back pro-rated funds. (Note: This does not guarantee 3 years of employment as an annual contract teacher may be non-renewed per Florida Statute.)
- Reimbursement for passing score on certification exams for Out of Field teachers.
- Reimbursement for passing score on certification exams needed to upgrade to a Professional certificate.

To Wit:

ESSER funds will be utilized for certification requirements, pending DOE approval, met from July 1, 2022 – September 29, 2024, for individuals to complete their reading endorsement, take professional coursework required to upgrade to their Professional certificate, and take certification exams to satisfy out of field and professional certificate upgrade requirements.



Andrew Lethbridge
Deputy Supt., SBHC

Date



Jean Federico
President, HCEA

Date

MOU between the School Board of Highlands County and the Highlands County Education Association on staffing of "D" schools for 2023-24

WHEREAS: The Florida Legislature in 1012.2315 states:

The Legislature finds disparities between teachers assigned to teach in a majority of schools that do not need improvement and schools that do need improvement pursuant to s. 1008.33. The disparities may be found in the assignment of temporarily certified teachers, teachers in need of improvement, and out-of-field teachers and in the performance of the students. It is the intent of the Legislature that district school boards have flexibility through the collective bargaining process to assign teachers more equitably across the schools in the district.

WHEREAS: Park Elementary, Fred Wild Elementary, and Lake Placid Elementary has been designated as "D" schools by the Florida Department of Education

WHEREAS: 1012.2315(2) (a) States Assigning of teachers requires:

A school district may not assign a higher percentage than the school district average of temporarily certified teachers, teachers in need of improvement, or out-of-field teachers to schools graded "D" or "F" pursuant to s. 1008.34.

WHEREAS: It may be necessary to transfer teachers from one site to another to meet the requirements of the law either as a voluntary or involuntary transfer.

WHEREAS: FLDOE RULE: 6A-1.099811 School Improvement State System of Support for Deficient and Failing Schools, may require additional time and programs be implemented. Both parties agree that the principals of School Improvement schools will have the autonomy to implement programs and strategies to improve student performance. Additionally, principals will have the autonomy in the selection, placement, and expectations of instructional personnel as described in Section 1012.28(8) F.S

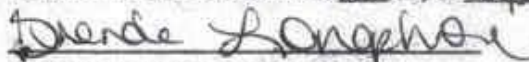
THEREFORE: In recognition of the need for flexibility with the number of meetings and planning hours each week, contingent upon available funding, schools may offer collaborative planning and/or professional learning sessions beyond the limits established in the school contract, the district and the HCEA enter this MOU for the 2023-24 school year to provide for a process to meet the needs of the SI schools and turnaround plan using the following conditions:

TO WIT:

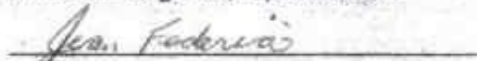
1. The district will identify the number of, and location of, transfers required to meet the needs of the schools and share that information with the HCEA president.
2. The district shall request volunteers willing to transfer into or out of any district school to meet the needs of the SI schools.

3. Voluntary transfers into an SI school will be granted to eligible employees considering seniority, certification, overall evaluation and past teaching history.
4. Involuntary transfers shall only occur if there are not enough qualified voluntary transfer requests.
5. An Employee being involuntarily transferred shall not be placed in a position requiring a reduction in base salary.
6. No teacher may be involuntarily transferred out-of-field.
7. Any teacher who transfers from a school eligible for school recognition awards shall receive an award equal to that of teachers that remain at that school.
8. Any additional time added to a teacher's day beyond current contract language by administration to meet the needs of the SI school turn-around process shall be compensated at their hourly per diem.
9. Any teacher required to attend meetings during their planning time beyond current contract language shall be compensated at their hourly per diem.
10. Any teacher transferred into or out of a SI school for the purposes of meeting the required % of effective and highly effective shall receive 2 duty days without students to prepare for their new position.
11. Teachers providing direct instruction to students and instructional curriculum coaches are eligible for State Funded bonuses if they meet the required criteria:
 - a. Have a 3-year State VAM of effective or Highly Effective, or a 1-year VAM for Algebra 1 if the number of students was greater than 10
 - b. Be teaching at a Title 1 school that has been designated as a "D" school.
 - c. The teacher does not have to be teaching a State VAM grade level course to be eligible
12. Dependent on State funding, instructional personnel meeting all the requirements of State VAM and who provide content area instructions will receive:
 - a. Up to \$7,500 for an effective state VAM score.
 - b. Up to \$15,000 for a Highly Effective VAM score.
 - c. Teachers will receive one-half, (1/2) of the performance bonus no later than December 15, 2023, and the second half no later than May 31, 2024.
 - d. You must be employed at the time of the payment(s).
13. In the event an employee otherwise fails to participate and complete the required deliverables, they will not receive any extra compensation.
14. Any teacher that volunteers to transfer and after discussion with the building principal, feels the fit is not right, they may transfer back to their original school at the end of the 2023-2024 school year.

This MOU is entered into on the 10th day of April 2023



Dr. Brenda Longshore, Superintendent



Jean Federico, President NCEA

MOU between the School Board of Highlands County and the HCEA

Whereas:

The School Board of Highlands County and the Highlands County Educational Association recognize instructional contracted employees have an important role in continuing to assist students who were impacted by the worldwide pandemic. All instructional contracted employees in a variety of capacities are needed to assist in closing the COVID learning gaps.

Whereas:

There is a shortage of certified teachers entering the education profession.

Be it therefore understood:

The parties enter this Memorandum of Understanding in order to retain and recruit quality educators to assist in closing the COVID learning gaps.

For the 2023-2024 school year:

- Any 22-23 instructional employee who has remained employed as of 08/15/2023 will receive a retention incentive of \$2,000
- All new 23-24 instructional employees contracted between 08/02/2023 and 12/21/2023 will be eligible for the \$1,750 recruitment incentive paid out on the first available pay date.
- Employees must be a current employee at the time the incentive is disbursed.

To Wit:

For the 2023-2024 school year, The School Board of Highlands County will pay an ESSER 3 Retention Incentive of \$2,000, payable 08/15/2023, to all returning 22-23 employees employed as of 08/15/2023. In addition, all new 23-24 instructional employees contracted and have a start date between 08/02/2023 and 12/21/2023 will be eligible for the \$1,750 recruitment incentive. These incentives are subject to normal taxes.


Andrew G. Lethbridge Date 4/25/23
Deputy Supt., SHBC


Jean Federico Date 4-25-23
President, HCEA

**MOU between the HCEA
And
The School Board of Highlands County**

Whereas: Preparation time is spelled out in the collective bargaining agreement;

ARTICLE VII: WORKING CONDITIONS – PREPARATION TIME

B.3

e. Elementary teachers shall have (30) consecutive minutes per day of planning during the student day, unless a waiver is granted through the HCEA Flex/waiver Committee. (Note: Sebring Pre-k Center) and at least fifteen (15) minutes additional duty-free planning time outside the student day. Elementary teachers shall not be required to remain in the classroom when physical education, art, media specialist and/or music teacher is conducting class, nor shall that time include supervising students.

Whereas:

Due to the nature of the Sebring Pre-K Center (SPC), specials are not offered during the student day allowing for the thirty (30) consecutive minutes per day of planning.

Be it therefore understood:

The parties enter this Memorandum of Understanding to provide the following for the 2023-2024 school year:

- Planning time to SPC teachers within their contracted hours, but outside the student day. This planning time will be roughly equivalent to what other teachers in the District receive.

To Wit:

SPC teachers will receive 30 consecutive minutes per day of planning and an additional 15 minutes of duty-free planning, all outside of the student day.



Jean Federico, HCEA President

4.25.23

Date



Andrew Lethbridge, Deputy Superintendent

4/25/23

Date

**MOU between the HCEA
And
The School Board of Highlands County**

Whereas: Preparation time is spelled out in the collective bargaining agreement;

ARTICLE VII: WORKING CONDITIONS – PREPARATION TIME

B.3

- a. The primary purpose of this time period is for individual planning and no more than one Professional Learning Community per 5-day week, scheduled at least a week in advance; the administrator will make every effort to protect these times.
1. A PLC is intended to be an ongoing educator led process in which educators work collaboratively in recurring cycles of collective inquiry and action research to achieve better results for the students they serve.
 2. It is not intended to be administration led but driven by student data and teacher needs, as defined by the data.

Be it therefore understood:

The parties enter this Memorandum of Understanding to provide the following for the 2023-2024 school year:

- Select worksites shall add an additional 30-minute teacher planning period (90 minutes/3 days a week)
- This shall be paid at each teachers' hourly per diem rate of pay.
- It is agreed that no more than one additional planning time may be used for up to a 45-minute PLC.
- Scheduling shall not be done that takes away all the teacher planning time on any single day.
- Additional funds may be allocated to non-participatory schools to meet the planning and professional development needs.

To Wit:

For the 2023-2024 school year, select school sites will add an additional 30-minute planning period (90 minutes/3 days a week) that will be paid at the teachers' hourly per diem rate of pay. No more than one additional planning time may be used for up to a 45-minute PLC and scheduling shall not be done that takes away all the teachers planning time on any single day. Additional funds may be allocated to non-participatory schools to meet the planning and professional development needs.



Jean Federico, HCEA President

4.25.23

Date



Andrew Lethbridge, Deputy Superintendent

4/25/23

Date

MOU between the School Board of Highlands County and the HCEA.

Whereas: Teacher evaluations are spelled out the collective bargaining agreement and the SBHC Highlands County Teacher Performance Appraisal, and

Whereas: The State of Florida is developing new progress monitoring rules for student growth scores, and

Whereas: The State of Florida will not be assigning VAM scores for 2022-23, and

Whereas: Highlands County is still required to assign a student growth component for teachers, and

Whereas: the collective bargaining agreement/ SBHC Highlands County Teacher Performance Appraisal System cannot be followed as written for teacher evaluations for 2022-23, and

Be it therefore understood:

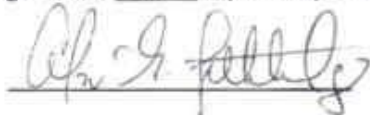
The parties enter this Memorandum of Understanding to deal with all teacher evaluations for 2022-23:

To Wit:

Teachers who do not have a VAM/Student Growth Score tied to the District Student Weighting Guide for the 2022-2023 SY shall receive a Student Growth Score/VAM that is no lower than their previous score. Administrators may assign a higher score if they have the evidence to support the higher score based on the Student Weighting Guide.

New teachers without any previous Student Growth Score/VAM tied to the District Student Weighting Guide shall receive at least an effective rating unless the administrator has evidence to support a higher rating based on the Student Weighting Guide.

Signed this 18 day of May 2023.



Andrew Lethbridge

Deputy Superintendent SBHC



Jean Federico

President HCEA

MOU between the School Board of Highlands County and the HCEA

WHEREAS: Supplements for On Staff/In-House employees are paid in 22 installments and Not on Staff/Public employees are paid 50% Midway through the season and 50% on completion of the season as spelled out in Supplements in the HCEA collective bargaining agreement.

WHEREAS: Not all athletic coaches are hired in their position at the start of the school year and athletic programs occur during different seasons.

WHEREAS: Athletic coaches have certification and/or coursework that is required prior to being out on the field.

BE IT THEREFORE UNDERSTOOD: In recognition of the need to make coaching supplements more manageable and to ensure athletic coaches are meeting certification and training requirements, the parties enter this Memorandum of Understanding where all Athletic Coaches, On Staff/In house and Not on Staff/Public employees will be paid their supplement in one lump sum payment at the end of their respective season, with the exception of high school football. The high school football supplement will be paid 25% at the end of the Spring season and 75% at the end of the Fall season.

TO WIT: Beginning with the 2023-2024 school year, the Athletic Supplement for all Coaches, with the exception of high school football, will be paid in one lump sum payment at the end of the respective season. The high school football supplement will be paid 25% at the end of the Spring season and 75% at the end of the Fall season.

 8/17/23

Andrew G. Lethbridge Date
Deputy Superintendent, SBHC

 8/17/23

Jean Federico Date
President HCEA

MOU between the HCEA
And
The School Board of Highlands County

Whereas: Preparation time is spelled out in the collective bargaining agreement;

ARTICLE VII: WORKING CONDITIONS – PREPARATION TIME

B.3

a. The primary purpose of this time period is for the individual planning and no more than one Professional Learning Community per 5-day week, scheduled at least a week in advance; the administrator will make every effort to protect these times.

1. A PLC is intended to be an ongoing educator led process in which educators work collaboratively in recurring cycles of collective inquiry and action to achieve better results for the students they serve.
2. It is not intended to be administration led but driven by student data and teacher needs, as defined by the data.


Be it therefore understood:

The parties enter this Memorandum of Understanding to provide the following for the 2023-2024 school year:

- Select worksites shall add an additional 90 minutes for teacher planning/PLC (30 minutes/3 days a week) or (45 minutes/2 days a week)
- This shall be paid at each teachers' hourly per diem rate of pay.
- It is agreed that no more than one additional planning time may be used for up to a 45-minute PLC.
- Scheduling shall not be done that takes away all the teacher planning time on any single day.
- Additional funds may be allocated to non-participatory schools to meet the planning and professional development needs.

To Wit:


For the 2023-2024 school year, select school sites will add an additional 30-minute planning period (30 minutes/3 days a week) or (45 minutes/2 days a week) that will be paid at the teachers' hourly per diem rate of pay. No more than one additional planning time may be used for up to a 45-minute PLC and scheduling shall not be done that takes away all the teachers' planning time on any single day. Additional funds may be allocated to non-participatory schools to meet the planning and professional development needs.



Andrew G. Lethbridge
Deputy Superintendent

6/7/23

Date



Jean Federico
President, HCEA

6-7-23

Date

MOU between the School Board of Highlands County and The Highlands County Education Association for Tuition Reimbursement for School Guidance Resource Teachers working on FLDOE Certification in School Counseling

WHEREAS:

There is a shortage of certified school guidance counselors.

WHEREAS:

A Master's Degree in School Counseling is required for certification as a school guidance counselor.

THEREFORE:

In recognition of the need for certified school guidance counselors, and contingent upon available funding, the District and HCEA enter this MOU to reimburse current school guidance resource teachers for coursework, paid out of pocket, leading to FLDOE certification as a School Counselor, not to exceed \$30,000, who meet the following conditions:


TO WIT:

1. Must be a current school guidance resource teacher.
2. Must be accepted and enrolled in a Master's Program in School Counseling during the 2022-2023 school year or beyond.
3. Must agree to follow program schedule for completion outlined by the attending college, not to exceed 3 years. Program extension requests require approval from Melissa Blackman, Assistant Superintendent of Student Support Services.
4. Must submit transcripts for grade verification to Jasmine Hamilton in the Department of Human Resources. A grade of B or higher is required for reimbursement.
5. Must commit to working three complete and consecutive years as a school counselor with SBHC, once certified by FLDOE as a School Counselor.
6. Must submit a reimbursement request using the SBHC School Guidance Tuition Reimbursement Program form within 60 days of course completion for course reimbursement.
7. Must agree to return any funds received as part of the Tuition Reimbursement Program if separates employment with SBHC prior to fulfilling the three-year commitment.
8. Must agree to reimburse the full amount of tuition reimbursement received if the individual leaves the district or current position prior to becoming certified as a School Guidance Counselor.
9. Must sign and have notarized the SHBC School Guidance Tuition Reimbursement Program Application stating they understand and agree to terms outlined on the application.



Andrew G. Lethbridge
Deputy Superintendent

2/13/23
Date



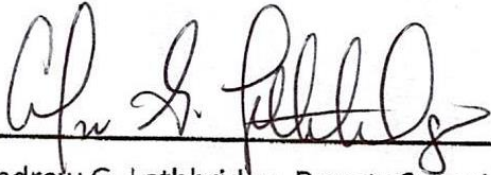
Jean Federico
HCEA President

2/9/23
Date

MEMORANDUM OF UNDERSTANDING
Instructional Summer School Positions
April 3, 2023

This Memorandum is for all School Board of Highlands County bargaining employees. The School Board of Highlands County will increase the hourly rate for instructional summer school assignments from June 1, 2023 – July 30, 2023:

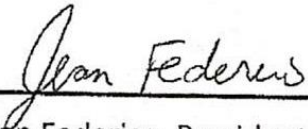
Position	Increase per hour
Teachers	\$3.00



Andrew G. Lethbridge, Deputy Superintendent, SBHC

4/10/23

Date



Jean Federico, President HCEA

4-5-23

Date

**Chief Negotiator
Negotiations Committee
HCEA**

**Chief Negotiator
Negotiations Committee
Highlands County School Board**

President

**Superintendent,
As Secretary to the Board**

Executive Board Member

Chairman

Executive Board Member

Vice – Chairman

Executive Board Member

Board Member

Negotiations Committee

Board Member

Negotiations Committee

Board Member