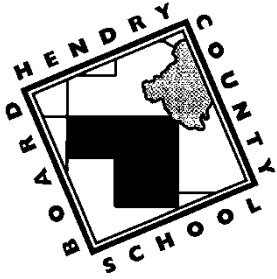


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COLLECTIVE BARGAINING AGREEMENT

between the

**Hendry County
Education Association**

and the

**District School Board
of Hendry County**

July 1, 2012 – June 30, 2016



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1 **DISTRICT SCHOOL BOARD of HENDRY COUNTY**

2 -----
3 P.O. Box 1980, LaBelle, Florida 33975-1980
4 (Phone): (863) 674-4550
5

6
7 **SCHOOL BOARD:**

SUPERINTENDENT:

8
9 District I Dwayne E. Brown
10 District II Eva S. Berg
11 District III Patrick B. Langford
12 District IV Stephanie Busin
13 District V Jon Basquin
14
15
16
17
18

Paul K. Puletti

19 **HENDRY COUNTY EDUCATION ASSOCIATION**

20 -----
21 ISLAND COAST/FEA
22 6281 Metro Plantation Road
23 Fort Myers, FL 33966
24
25

26 **2014-2015 OFFICIERS AND STAFF:**

27
28 Association President: Kimberly Stitt (Country Oaks Elementary School)
29 Association Vice President: Kelle Collins (LaBelle High School)
30 Secretary: Cathy Adams (Upthegrove Elementary School)
31 Treasurer: Michelle Podkowka (Country Oaks Elementary School)
32 School Site Representative: Monica Crawford (Central Elementary School)
33 School Site Representative: Eileen Pierson (Central Elementary School)
34 School Site Representative: Ronald Dierks (Eastside Elementary School)
35 School Site Representative: Marissa Holman (Eastside Elementary School)
36 School Site Representative: Angela Johnson (Westside Elementary School)
37 School Site Representative: Vacant (Clewiston Middle School)
38 School Site Representative: Dr. Mark Waddell (Clewiston High School)
39 School Site Representative: Mike Kemp (Clewiston High School)
40 School Site Representative: Rebecca Pratt (Country Oaks Elementary School)
41 School Site Representative: Rebecca Doud (LaBelle Elementary School)
42 School Site Representative: Susan Coker (Upthegrove Elementary School)
43 School Site Representative: Lea Burnside (LaBelle Middle School)
44 School Site Representative: Kevin Lutkenhaus (LaBelle Middle School)
45 School Site Representative: Catherine McVay (LaBelle High School)
46 School Site Representative: Kelly Rhinehart (Country Oaks Elementary School)
47
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54

HCEA'S 2014-2015 COLLECTIVE BARGAINING TEAM:

Suzan Rudd/Lead Negotiator (Island Coast, FEA)
Kim Stitt Chairperson (COE)
Kelle Collins (LHS)
Karen Richardson (Elementary School) CES
Michelle Podkowka (Elementary School) COES

The School Board of Hendry County, Florida prohibits any policy or procedure, which results in discrimination on the basis of race, sex, national origin, marital status, disability, age, or religion. Individuals who wish to file a discrimination and/or harassment complaint, or individuals with disabilities requesting accommodations under the Americans With Disabilities Act (ADA) may call the equity officer at (863) 674-4550.

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PREAMBLE

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This Agreement is entered into this 2014 by and between the District School Board of Hendry County, Florida, hereinafter called the "Board," and the Hendry County Education Association, hereinafter called the "Association."

Inasmuch as the Board has agreed to negotiate in good faith with the Association as the exclusive representative of its teaching personnel with respect to salaries, hours, terms and conditions of employment, and in consideration of the following mutual covenants, it is hereby agreed as follows.

ARTICLE 1 - RECOGNITION/DEFINITIONS

- 1
2
3 1.01 The Board hereby recognizes the Association as the sole and exclusive bargaining representative
4 for all full-time and part-time Teachers, Librarians, Guidance Counselors, employed by the
5 Board. Such representation shall exclude the Superintendent, Deputy Superintendents, Assistant
6 Superintendents, Coordinators, Principals and any other person engaged at least 50 percent of
7 the time in the direct administration and supervision of professional personnel. Clarifications of
8 and amendments to the bargaining unit represented by the Association shall be by mutual
9 consent of the Board and the Association or, in the case of a dispute, by determination of the
10 Public Employees Relations Commission (PERC).
11
- 12 1.02 For the duration of this Agreement, the Board agrees not to negotiate with or recognize any
13 Teachers' organization other than the Association for the purpose of collective bargaining to
14 determine salaries, hours, terms and conditions of employment.
15
- 16 1.03 The following terms within the Agreement shall be defined as follows:
17
- 18 1.031 "Teacher(s)" shall refer to all full-time and part-time professional employees of the
19 Board represented by the Association as listed in Section 1.01 above.
20
- 21 1.032 "Board" shall refer to the District School Board of Hendry County, Florida, which has
22 the responsibility for the organization and control of the public schools of Hendry
23 County.
24
- 25 1.033 "Association" shall refer to the Hendry County Education Association, the exclusive
26 representative of the Teachers listed in Section 1.01.
27
- 28 1.034 "Superintendent" or designee shall refer to the chief executive officer and secretary to
29 the District School Board of Hendry County, Florida, who has the responsibility for the
30 execution of all rules and regulations of the Board and administration of the public
31 schools of Hendry County.
32
- 33 1.035 "Principal" shall refer to the ranking administrator to whom the Teacher is responsible
34 at the Teacher's school or work location.
35
- 36 1.036 "Agreement" shall refer to the full and complete agreements between the Board and
37 the Association, duly signed and ratified, as set forth in this document.
38
- 39 1.037 "Days" shall refer to work days except when otherwise indicated.
40
- 41 1.038 Seniority: The longest uninterrupted service in a position, from the employee's most
42 recent hire date, in the bargaining unit represented by HCEA.
43
- 44 (A) Service shall not be deemed to be interrupted by any leave approved and
45 granted pursuant to this Agreement. A probationary or annual contract teacher
46 who receives an effective or highly effective evaluation who is non-renewed and
47 subsequently rehired for the following school year shall not have a break in
48 service.
49
- 50 1.039 Effective July 1, 2013, Deans will be removed from the HCEA bargaining unit and
51 shall be considered Administrative Personnel. Deans will be compensated based on
52 the teacher salary schedule until a new Administrative schedule for Deans is
53 developed. None of the Deans will be adversely affected financially as a result of this
54 change in designation.
55
- 56 Deans will only participate in teacher evaluations when they have received training
57 and have been certified to do teacher evaluations. Final teacher evaluations will
58 remain the responsibility of the Principal.
59

ARTICLE II – ASSOCIATION AND TEACHER RIGHTS

- 1
2
3 2.01 The Board hereby agrees that every full-time and part-time Teacher, Librarian, Guidance
4 Counselor, and others included in the HCEA Bargaining Unit and thus employed by the Board
5 shall have the right to freely organize, join and support the Association for the purpose of
6 engaging in negotiations and other concerted activities for mutual aid and protection. As a duly
7 elected body exercising governmental power under code of law of the State of Florida, the Board
8 undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any
9 Teacher in the enjoyment of any rights conferred by this Agreement; that it will not discriminate
10 against any Teacher with respect to wages, hours, terms or conditions of employment by reason
11 of his/her membership in the Association, his/her participation in any lawful activities of the
12 Association or by collective professional negotiations with the Board, or his/her institution of any
13 grievance, complaint or proceeding under this Agreement.
14
- 15 2.02 The Association and its representatives shall have the right to use school buildings as prescribed
16 by Board policy.
17
- 18 2.03 The Association shall have the right to post notices of activities and matters of the Association
19 concern on appropriate and specifically assigned bulletin boards at least one of which shall be
20 provided in each school center. Such materials for posting shall have the signature of a staff
21 person, an elected officer, or an HCEA representative. Association bulletin boards shall not be
22 used for posting of any public political campaign materials or anything libelous or slanderous in
23 nature. The Association shall have the right to use Teacher mailboxes for communications to
24 Teachers except to Teachers who file an objection with the Principal. The Association shall have
25 the right to use Teacher mailboxes and the First Class e-mail system to conduct the executive
26 business of the Association. This communication will take place among the president, executive
27 officers, representatives, and instructional staff. The Association further understands that
28 communications used via the First Class system become public information and must be
29 archived.
30
- 31 2.04 Upon prior notice to the Principal, the Association's Business Agent or representative will be
32 permitted to contact elected officers, committee members or grievants on school property
33 provided that this shall not interfere with or disrupt normal school operations. Association's
34 representatives will follow district procedures for signing in and visiting school campuses.
35
- 36 2.05 The Board agrees to furnish to the Association upon request all public information, and will post
37 board minutes and board meeting agendas on the website.
38
- 39 2.06 Religious or political activities of any Teacher or the lack thereof after school hours shall not be
40 grounds for any discipline or discrimination with respect to the professional employment of such
41 Teacher. The private and personal life of any Teacher is not within the appropriate concern or
42 attention of the Board unless the Teacher is guilty of personal conduct which reduces his/her
43 effectiveness as an employee of the Board.
44
- 45 2.07 The provision of this Agreement shall be applied without regard to race, creed, color, religion,
46 national origin, age, sex, or marital status.
47
- 48 2.08 Any Teacher who is a member of the Association or who has applied for membership may sign
49 and deliver through the Association to the Board an assignment authorizing deduction of
50 membership dues in the Association. Such authorization shall continue in effect from year to year
51 thereafter unless thirty (30) days written notice of membership revocation is given.
52
- 53 Pursuant to such authorization, the Board shall deduct such sum as authorized in bi-weekly
54 payments as submitted to the payroll department from the Teacher's regular salary check
55 beginning with the salary check received by the Teacher in the month following the date of
56 authorization. The deductions shall be remitted not less frequently than monthly to the
57 Association. A processing charge of five (5) cents per deduction, per member, will be remitted to
58 the Board by the Association.
59

- 1 2.09 The Association agrees to indemnify and hold the Board harmless against all claims, demands,
2 suits or other forms of liability that might arise by virtue of the Board's action in compliance with
3 Section 2.08 above.
4
- 5 2.10 Upon appropriate written authorization from the Teacher, the Board shall deduct from the salary
6 of any Teacher and make prompt remittance for annuities, credit union, savings bonds, insurance
7 or any other plans or programs approved by the Board.
8
- 9 2.11 The Association Faculty Representative shall be given an opportunity at the end of each building
10 faculty meeting to present brief reports and announcements.
11
- 12 2.12 Teachers shall be informed of any complaint or charge brought forth by students or parents and
13 will be provided an opportunity to be present and participate in any administrative conference or
14 hearing called to investigate such complaint or charge and shall be given a copy of any and all
15 written materials related thereto. No investigation, beyond a preliminary inquiry may be
16 undertaken without written notice to the Teacher. Such notice shall include a statement of the
17 cause giving rise to the investigation.
18
- 19 2.121 All investigation, administrative conferences, hearings into complaints or charges and/or
20 discipline of a Teacher(s) shall be conducted in as confidential and private of a manner as
21 possible by HCSB Administrators assigned to such tasks.
22
- 23 2.122 When a written statement from a teacher is requested by an Administrator regarding an
24 investigation of any sort, the teacher shall be afforded at least 24 hours to provide said statement.
25
- 26 2.13 At the discretion of the faculty, Faculty Advisory Council (FAC) may be established at each school
27 for the purpose of acting as an advisory group to the school's administration. At the discretion of
28 the faculty, One (1) Teacher from each recognized department or team shall be elected by the
29 members of such department or team to serve on the FAC.
30
- 31 2.131 The chairperson of the FAC shall be elected each year by a majority of the teachers on the
32 FAC. Prior to each meeting of the FAC, the chairperson shall create an agenda comprised of
33 concerns raised by members of the FAC (on behalf of the faculty).The FAC and Principal shall
34 meet upon the request of either party when the majority of the students are not in the school
35 building, for the purpose of reviewing and discussing local school goals, policies and practices or
36 other concerns. Designated HCEA school level representatives shall serve as members of the
37 FAC.
38
- 39 2.132 Each school's FAC shall elect one of its own members to serve with the Superintendent
40 and HCEA President, or their designees, as part of a joint Administration/Association District
41 Council (ADC). The ADC shall meet upon the request of the Superintendent and/or HCEA
42 President.
43
- 44 Each school's Faculty Advisory Council shall serve as the committee to review and recommend
45 by a majority vote to the Association all proposals requiring waiver requests of any portion of this
46 Agreement as set forth in Section 3.01.
47
- 48 2.14 When a conference is to be called or conducted by a Principal regarding discipline of a Teacher,
49 the affected Teacher shall be afforded all rights entitled to under the Weingarten Act, including
50 the right to secure a witness or representative of his/her choosing. The Teacher shall have 3
51 working days in order to secure said witness or representative.
52
- 53 2.15 The Association shall name annually three Teachers to a joint, nine member (including 3
54 members from the HESPA Unit and 3 Administration members) Association/Administration
55 Calendar Committee (ACC) charged with advising the Superintendent or his designee regarding
56 each year's school calendar.
57

1 2.16 Upon request of the Association, leave without loss of compensation or benefits shall be granted
2 to representatives of the Association as designated by its' President in order to attend
3 conferences, sessions, or meetings dealing with the work of the Association. Exclusive of the
4 president, the combined total number of hours granted under this provision shall not exceed 225
5 hours (moved from 8.17)
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ARTICLE III – NEGOTIATION PROCEDURES

3.01 This Agreement shall not be modified or amended without the mutual consent of both parties. A mutually acceptable amendment or modification of this Agreement shall be subject to ratification by the Board and the Association, the same as this Agreement.

The process for submitting and seeking approval of a proposed waiver of any portion of this Agreement shall be as follows:

3.011 Each school’s Faculty Advisory Council (FAC), established in accordance with article 2.13 of this Agreement, shall have the exclusive authority for submitting a proposed waiver of any portion of this Agreement to the Association.

3.012 No proposed waiver may be considered unless it first has been recommended by a majority of the school center’s FAC. Once recommended and approved in this manner, the proposed waiver of any portion of this Agreement must be submitted to and approved by a majority vote of the Executive Board of the Association.

3.013 In regard to any language waiver obtained from the Association and the Board, it must be in writing and must specify the contractual provision(s) waived, the nature and duration of the waiver, and the Teachers affected by the waiver. The waiver, if granted by both the Association and Board, will be considered an addendum to the Collective Bargaining Agreement; and any dispute as to its interpretation or application will constitute a grievance within the meaning of Article VI of this Agreement.

3.014 Except to the extent waived pursuant to the sections noted above, this Collective Bargaining Agreement will remain in full force and effect.

3.02 Negotiations shall be conducted annually and shall begin upon written notice being submitted to the other party prior to June 15 of each year. Once such notice is given, negotiations shall be initiated within thirty (30) days following such notice.

3.03 In any negotiations described in this Agreement, neither party shall have any control over the selection of the negotiation representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the bargaining unit voting. The parties pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations. Throughout negotiations, all tentative agreements shall be signed by representatives designated by each party. There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Board and one (1) by the Association.

3.04 During the course of any negotiations described in this Article, the parties mutually pledge that such negotiations shall be conducted in good faith. If either party determines, after a reasonable time, that the differences of position warrant the declaration of impasse; then the impasse procedure and process set forth in Florida Statute 447 shall be invoked.

3.05 It is understood and agreed to by both parties that all provisions in this Agreement shall remain in full force and effect until modified through the bargaining process or court action or procedures pursuant to Ch. 447, Florida Statutes.

ARTICLE IV – POLITICAL ACTIVITY

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4.01 All Teachers shall have entire liberty of political action when not engaged actively in their employment, provided such action is within the laws of the United States of America and the State of Florida. Political campaign material in support of any candidate or party shall not be worn on a teacher’s person while on campus during work hours.

4.02 All Teachers shall be entirely free from political domination or coercion, or the pretended necessity of making political contributions of money, or other things of value or engaging in any political work or activity against their wishes under the assumption that failure to do so will, in any way, affect their status of employees of the school system.

ARTICLE V – PERSONNEL FILES

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- 5.01 No derogatory materials of a disciplinary nature relating to work performance or other matters that may be cause for discipline shall be placed in a Teacher’s personnel file without his or her knowledge. The teacher shall affix his or her signature to such entries to indicate only that he or she is aware of the entry. The Teacher shall have the right to respond to any material placed in the personnel file, and his or her answer shall be affixed to the material and placed with it in the Teacher’s file.

- 5.02 Review and copying of file: Each teacher shall have the right, upon request, to review and reproduce any of the contents of his/her personnel file. A representative of the HCEA may, at the request of the Teacher, accompany the Teacher in such reviews and may upon written authorization by the teacher, review and reproduce any of the contents of the Teacher’s personnel file. The review or reproduction of the contents of a Teacher’s personnel file shall be made in the presence of the administrator or confidential designee responsible for the safekeeping of such file. A teacher’s personnel file shall be open to inspection pursuant to the criteria and requirements in Florida Statute 1012.31

- 5.03 According to F.S. 1012.31 (1c) a Teacher shall receive copies of materials added to personnel files. In addition, a review record will be maintained to show who is entering and reviewing personnel files. The term personnel file shall be defined as in F.S. 1012.31 (4).

- 5.04 Anonymous items: No items from any anonymous source or reference to anonymous information may be placed in the personnel file.

- 5.05 Investigative File: Files established by the District as a result of an investigation of a Teacher shall be in accordance with the provisions of Florida Statute 1012.31

ARTICLE VI - GRIEVANCE PROCEDURE

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3 6.01 PURPOSE
4

5 6.011 The purpose of this procedure is to secure, at the lowest possible administrative
6 level, equitable solutions to the problems which may arise from alleged infractions of
7 the terms of this Agreement.
8

9 6.012 Both parties agree that these procedures will be kept as informal and confidential as
10 may be appropriate and without public disclosure prior to reaching disposition at
11 Level III.
12

13 6.013 Nothing in this Agreement shall be construed to prevent any individual from
14 presenting his grievance to the Board without intervention by the Association.
15

16 6.02 DEFINITIONS
17

18 6.021 The term grievance shall mean a written allegation by a grievant that a controversy,
19 dispute, disagreement or violation of any kind or character exists arising out of or in
20 any way involving interpretation or application of the terms of this Agreement.
21

22 6.022 The term grievant shall mean a Teacher, the Association, or a group of Teachers
23 filing a grievance.
24

25 6.023 The term day shall mean work days.
26

27 6.03 EMPLOYEE'S INITIAL RESPONSIBILITY
28

29 6.031 Once a Teacher(s) or the Association believes that there is a basis for a grievance,
30 he/she first shall discuss the alleged grievance in an informal meeting. The informal
31 discussion shall be held within twelve (12) days following the event or incident giving
32 rise to the alleged grievance with his/her immediate supervisor. Such discussion of
33 the alleged grievance shall be held between the Teacher and his immediate
34 supervisor. The Teacher may be accompanied by an Association Representative if
35 so desired.
36

37 6.032 If the informal discussion does not resolve the alleged grievance, the formal
38 grievance procedure may be invoked by submitting the designated form set forth in
39 annexed Appendix A with the appropriate signature affixed.
40

41 6.033 The parties agree that the HCEA has the exclusive right to process grievances under
42 all steps of this grievance procedure, except that any bargaining unit member may
43 process a grievance through said procedure if the HCEA waives its right to process a
44 grievance because the unit member is not a dues-paying member of the union. The
45 union accepts its duty of fair representation but retains its right to preclude the
46 processing of non-meritorious grievances through the steps of this grievance
47 procedure inclusive of arbitration.
48

49 6.034 Public Records Request: The School District shall provide the HCEA public
50 records upon request in a timely manner and in accordance with Florida law.
51 Timeliness shall be a priority of the District when the records request is connected to
52 a grievance.
53
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1 6.04 PROCEDURE LEVELS

2
3 6.041 Level One

4
5 The grievant may submit within seven (7) days following the informal meeting with
6 the immediate supervisor as set forth in 6.031 a copy of grievance Form (Appendix
7 A) to the immediate supervisor.

8
9 Within seven (7) days of receipt of the grievance form, the immediate supervisor shall
10 meet with the grievant and the Association representative in an effort to resolve the
11 grievance. The immediate supervisor shall indicate his disposition of the grievance in
12 writing on form A within seven (7) days after such meeting and shall furnish a copy to
13 the grievant within seven (7) days.

14
15 By mutual agreement of the immediate supervisor and the grievant, such meeting
16 shall be waived.

17
18 6.042 Level Two

19
20 If the grievant is not satisfied with the disposition of the grievance made at Level One,
21 or if no disposition has been made within ten (10) days from the date of filing, the
22 grievance shall be transmitted to the Superintendent by filing a copy with the
23 Superintendent within five (5) days. Within five (5) days of receipt of the grievance,
24 the Superintendent (or designee) shall meet with the grievant and the Association to
25 resolve the grievance. A written disposition of the grievance in writing on form A by
26 the Superintendent shall be provided to the grievant(s) no later than five (5) days
27 after such meeting.

28
29 6.043 Level Three

30
31 If the grievant is not satisfied with the disposition of the grievance by the
32 Superintendent at Level Two, or if no disposition has been made by the
33 Superintendent within the ten (10) days from the date of receipt of the grievance by
34 the Superintendent, the grievance may be submitted to the Board in writing on form A
35 within seven (7) days.

36
37 The Board shall meet with the grievant and the Association representative on the
38 grievance within twenty (20) days of receipt of the grievance. A written disposition of
39 the grievance shall be made by the Board on form A-4 no later than seven (7) days
40 from the date of the Board hearing on the grievance.

41
42 This step may be waived by mutual consent of both parties.

43
44 6.044 Level Four

45
46 If the grievant is not satisfied with the Board's disposition, or if no disposition has
47 been made by the Board within twenty-five (25) days from the date of receipt of the
48 grievance by the Chairman of the Board, the grievant may submit the grievance to
49 final and binding disposition as provided for in 447.011 of Florida's Collective
50 Bargaining Law (CH 74-100), except for exclusions listed elsewhere in the
51 Agreement.

52
53 An arbitrator shall be selected with the consent of both parties. If no arbitrator can be
54 mutually agreed upon, the Federal Mediation and Conciliation Service shall be called
55 upon to furnish a list of five arbitrators according to its rules and policies, which rules
56 likewise shall govern the arbitative proceedings. The arbitrator's decision shall be in
57 writing, and such decision shall be submitted to the Board, grievant and the
58 Association and shall be final and binding upon the parties.

1
2 The Board and the grievant shall not be permitted to assert in such arbitration
3 proceedings any ground or rely on any evidence not previously disclosed to the other
4 party. The arbitrator shall have no power to alter, add to, or subtract from the terms
5 of this Agreement.
6

7 The costs for the services of the arbitration shall be borne by the losing party. If the
8 impartial neutral determines that there is no prevailing party, said costs shall be
9 divided equally between the parties to the grievance.
10

11 6.05 OTHER PROVISIONS

12
13 6.051 The time limits provided in this Article shall be strictly observed but may be extended
14 by written agreement of the parties.
15

16 6.052 Whenever illness or other incapacity of the grievant or immediate supervisor prevents
17 his presence at a grievance meeting. The time limit shall be extended to such time
18 that the grievant and immediate supervisor can be present.
19

20 6.053 When grievance meetings are held during school hours, at employer's request, all
21 Teachers whose presence is required shall be excused with pay for that purpose.
22

23 6.054 A Teacher who participates in any grievance as described herein shall not be
24 subjected to discipline, reprimand, warning or reprisal because of such participation.
25

26 6.055 The grievant shall be entitled to the benefit of counsel at any level but at no expense
27 to the Board of such counsel.
28

29 6.056 The grievance form referred to in this procedure shall be as per Appendix A. The
30 form may be photocopied, downloaded, or supplied by the Association at no cost to
31 the Board.
32

33 6.057 Failure by the grievant to submit the grievance to the next level of the procedure in
34 the specified time limits shall constitute acceptance and shall close the matter.
35

36 6.058 Notwithstanding the expiration of the Agreement, any claim or grievance arising
37 thereunder may be processed through the grievance procedure until resolution.
38

39 6.059 All members of the bargaining unit may have the right to be represented by the
40 Association in the determination of a grievance. Nothing herein shall be construed to
41 mandate Association representation of a bargaining unit member who is also not a
42 member of the Association. However, nothing in this part shall be construed to
43 prevent any member of the bargaining unit from representing his/her own grievance
44 in person or by legal counsel and having such grievance adjusted without the
45 intervention of the bargaining agent, if the adjustment is not inconsistent with the
46 terms of the Agreement, and if the Association has been given the opportunity to be
47 present at any meeting called for the resolution of such grievance.
48

49 6.0510 If a grievance affects a group or class of Teachers in more than one school/work site,
50 the grievants may submit such grievance in writing to the Superintendent directly;
51 and the processing of such grievance will commence at a Formal Level II. Such
52 grievance shall be signed by at least two (2) Teachers, or the Association President.
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ARTICLE VII - CURRICULUM AND INSTRUCTION

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- 7.01 The educator values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.
- 7.02 The School Board supports the concept of academic freedom as set forth in the laws of Florida and the policies of the School Board.
- 7.03 Reference Materials: the Board agrees to continue to make available to Teachers the reference materials maintained by the district. Principals are encouraged to provide additional reference materials of high use in schools where feasible.
- 7.04 Materials: The Board agrees to provide the following materials to the degree finances permit: Safety equipment, i.e. safety glasses or visors, lab coats and/or shop aprons, gloves and sanitation supplies for those teachers who are assigned in subject areas or work with students where the items are necessary, educational computer software, appropriate texts, library reference facilities, maps, globes, laboratory equipment and computers or computer laboratories in sufficient numbers to Florida Department of Education testing requirements, current periodicals, standard tests and questionnaires, musical equipment, art supplies, and physical education equipment. The Board recognizes that the above listed items are necessary tools of the teaching profession and agrees to allow Teachers to participate in their selection as long as it is consistent with Board policy and within budgetary restrictions. The Administration agrees to allow teachers to petition through HCEA to the assistant superintendents any concerns regarding equitable distributions of materials, supplies, and textbooks. Additionally, the assistant superintendents agree to respond in writing to any such teacher concerns. (moved from 8.03). (combines old 7.04 & 7.05)
- 7.05 Copying/Printing Equipment: The Board agrees to make available and accessible in each school fully functioning printing equipment and fully functioning copying facilities. As well as, computer equipment with Internet access to aid Teachers in the preparation of instructional materials. Unreasonable restrictions shall not be placed on a Teacher's use of the equipment for teaching purposes. (moved form 8.04)
- 7.06 Media Center: The District will make every effort to continue to provide a media center staffed by a media specialist in each school to supplement and complement the required curriculum.
- 7.07 Submission of Grades: Teachers shall not be required to submit grades until the end of the school day following the end of the grading period.
- 7.08 Changing Student Grades: The Teacher shall maintain the right and responsibility to determine grades and other evaluations of students within the policies of the District and affected State Statutes.

ARTICLE VIII - TEACHING CONDITIONS

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3 8.01 The Board and the Association acknowledge that a Teacher's primary responsibility is to teach
4 and that his energies shall be utilized to this end. Therefore, the Board agrees that non-teaching
5 duties shall not unduly interfere with the Teacher's primary instructional duties, although it is
6 recognized that it will be necessary for Principals to assign job-related duties to Teachers. Duties
7 deemed necessary by the Principal should be assigned in a fair and equitable manner.
8

9 8.02 The Teacher's basic workday will be seven and one-half (7 1/2) hours with the exception of those
10 days on which faculty meetings or Parent-Teacher Conferences have been scheduled.

11
12 The basic workday will include: all instructional time, no less than thirty (30) minutes of
13 continuous planning/preparation time, no less than thirty (30) minutes duty-free lunch, and any
14 other related duties assigned by the Principal.

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16 Whenever possible, planning/preparation time for teachers will be scheduled within the student
17 day. Meetings, conferences and other similar functions during a teacher's designated
18 planning/preparation time will be minimized.
19

20 8.03 Any Teacher who feels that his/her preparations or teaching load is excessive may file a written
21 request with the Principal for an evaluation of the situation. If the Teacher is dissatisfied with the
22 response of the Principal, he/she may forward a copy of his/her request, together with the
23 Principal's response to the Superintendent or his/her designee for review and consideration. The
24 decision of the matter(s) brought forward may not be the subject of a grievance under Article VI of
25 this Agreement. (moved from 7.03).
26

27 8.04 (moved to 7.05) If it becomes necessary for a teacher to be moved to teach in a grade level or
28 subject area that is not covered by the scope of his/her teaching certificate, the district will
29 reimburse the teacher for the cost of a successfully completed Subject Area Exam or for a
30 successfully completed college credit course. The course grade must be a "B" or better and must
31 satisfy all requirements that would keep the teacher in compliance with DOE out-of-field
32 requirements.
33

34 8.041 Continuing teachers shall be given as much advance notice as possible if the subject area and or
35 grade level that he/she will be teaching will be changing in the coming semester or school year.
36 The Board agrees to provide HCEA an "out of field" report in October and February when
37 requested.
38

39 8.05 The Board shall make available restroom and lavatory facilities exclusively for Teacher use in
40 each school. One room will be reserved for use as faculty planning room. Parking facilities will
41 be provided at each school for the Teacher's use.
42

43 8.06 Telephone facilities shall be provided for the professional use of each Teacher.
44

45 8.07 Each Teacher shall promptly report in writing to the Principal any physical condition in the school
46 which he considers to be potentially unsafe, hazardous or unhealthy to the well-being of the
47 students and/or employees in the school. It is the goal of the Board to maintain the schools in a
48 safe condition.
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50 8.08 With the exception of emergency situations, Teacher participation in extracurricular activities
51 outside of the regular workday, and for which no additional compensation is paid, shall be strictly
52 voluntary.
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- 1 8.09 Faculty meetings ordinarily will be scheduled during the regular workday; but in the case of
2 special needs, faculty meetings may be extended beyond the regular workday without additional
3 compensation. High Schools and other locations where students attend school right up to the end
4 of the teachers' contractual day will make every effort to limit the number and length of after
5 school faculty meetings as much as possible. Each school will designate a school calendar
6 committee (SCC) prior to the beginning of the school year. The SCC shall include a minimum of
7 one teacher designated by HCEA, and the composition of the committee should represent the
8 interests of the entire faculty and staff. The SCC will review and advise the building
9 administration on a yearly calendar of faculty meetings, professional days, parent/teacher
10 conference days, progress report dates and/or any other events scheduled in addition to the
11 regular instructional calendar. Each SCC shall have the annual calendar completed and available
12 to the faculty by September 15th of each school year. Every effort will be made to communicate
13 the school calendar to all faculty and staff, and should include starting/ending times. Emergency
14 meetings may be held without prior notification at the discretion of the Principal. Such emergency
15 meetings shall not continue more than thirty (30) minutes beyond the regular workday. A record
16 of all emergency or non-scheduled meetings will be attached to the school's annual calendar, and
17 it will be kept on file for future planning. Administration will make every effort to provide a
18 minimum of 24 hour advance notice, for any additional meetings not referenced on the school's
19 annual calendar or meetings which require additional time.
- 20
- 21 8.10 When school is not in session, individual Teachers may be given access to their work stations by
22 arranging such access with the Principal.
- 23
- 24 8.11 The Board shall provide each Teacher with a duty-free lunch of not less than thirty (30)
25 continuous minutes, except when in the judgment of the Principal an unforeseen emergency
26 situation requires assistance with supervision of the lunch program. The thirty (30) continuous
27 minutes of lunchtime shall be exclusive of the time necessary to supervise or escort students to
28 their lunch period.
- 29
- 30 8.12 (A) Each Teacher entitled to receive an annual employment contract shall be issued such
31 contract prior to the first day of its commencement as set forth in Florida Department of Education
32 Rules.
- 33
- 34 (B) An annual contract teacher who has taught in the School District of Hendry County for three
35 (3) consecutive years, and receives an "effective" or "highly effective" rating on the Hendry District
36 Teacher Evaluation System, will have his or her annual contract renewed. An annual contract
37 teacher whose contract will not be renewed for the next school year will receive notice of such by
38 May 30th or upon the Board's having taken action, if prior to May 30th.
- 39
- 40 8.13 It shall be the goal of the Board to maintain classroom and other areas of each school in a
41 reasonably clean condition subject to reasonable limitations.
- 42
- 43 8.14 Any incident of alleged professional abuse or harassment upon a Teacher by an administrator
44 shall be grounds for a formal grievance in accordance with Article VI. Teachers are protected
45 from bullying and harassment, including cyber-bullying, as outlined in the District Bullying and
46 Harassment Policy number 340 and by all applicable state statute.
- 47
- 48 8.15 It shall be a goal of the Board to ensure that each Teacher is provided the opportunity to receive
49 technological training appropriate to his/her instructional assignment and will have available the
50 necessary technical support and assistance to assure the proper functioning of the technology
51 equipment and software programs provided by the Board.
- 52
- 53 8.16 (moved to 2.16)
- 54
- 55 8.17 Only personnel trained as Nurses, UAP's, First Responders or other appropriate medical
56 personnel at schools will be assigned the responsibility for the clinic or medical procedures
57 except in the case of an emergency.
- 58

1 8.18 Upon teacher request, an administrator, or his or her designee, may be requested to be in
2 attendance at a parent conference or meeting where there is a reasonable expectation of
3 inappropriate behavior toward the teacher by the parent or guardian. When possible, the
4 administrator, or his or her designee, shall meet prior to the conference to develop a positive
5 focus for the meeting and a strategy to maximize conference effectiveness for all parties.
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ARTICLE IX - TEACHER'S AUTHORITY AND PROTECTION

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3 9.01 The Teacher recognizes his/her responsibility to promote proper conduct of all students under
4 his/her supervision in the school buildings and on the school grounds as well as in his own
5 classroom. The Teacher will cooperate with the Principal in securing and maintaining proper
6 school discipline. Student discipline is based on the requirement that all students must adhere to
7 a reasonable code of acceptable behavior and to comply with all school rules and regulations.
8
- 9 9.02 The Board recognizes its responsibility to adopt rules and regulations for the control, discipline
10 and suspension of pupils and to decide all cases recommended for dismissal.
11
- 12 9.03 Teachers, with the assistance of the school administration as needed, are responsible for
13 maintaining student discipline in the classroom and throughout the school grounds. In carrying
14 out this task, the Teacher shall have the authority given him in accordance with F.S.1003.32
15
- 16 9.04 A Teacher may impose customary classroom discipline as outlined in Board policy and may use
17 such force as is necessary to protect him/herself from attack or to prevent injury to another pupil.
18
- 19 9.05 A Teacher may refer a student to the Principal's office when the grossness of the offense, the
20 persistence of the misbehavior or the disruptive effect of the behavior makes the continued
21 presence of the student in the classroom intolerable. If a Teacher refers a student from the
22 classroom for any reason, the student must be sent to the Principal's office with a written
23 explanation of the reason for the referral, which the teacher will provide as soon as possible
24
- 25 9.06 Any case of assault upon a Teacher in the performance of his/her duties shall be promptly
26 reported to the Board or its designated representative. The Teacher assaulted is free to exercise
27 his/her right to file a complaint with the proper authorities and take whatever legal action he
28 deems appropriate.
29
- 30 Time loss by a Teacher in connection with such an assault shall be handled as follows:
31
- 32 9.061 Time for appearances before a judicial or legal authority shall result in no loss of pay or
33 reduction in accumulated sick leave.
34
- 35 9.062 In case of disability from a physical assault, the Teacher may apply for illness-in-line-of-
36 duty leave as set forth in the Florida State Statutes. In order to document the injury the
37 Teacher should complete and submit a First Report of Injury Form to the Principal or
38 Supervisor. If the teacher needs medical attention he/she will be directed to a medical
39 facility. If verified, the injury/illness and any related absence will be submitted to Worker's
40 Compensation.
41
- 42 9.07 No disciplinary action against a Teacher shall be taken on the basis of a complaint, nor shall any
43 notice thereof be included in the Teacher's personnel file, unless the matter is first reported to the
44 Teacher in writing by the person receiving the complaint.
45
- 46 9.071 Every effort will be made to respect the professionalism of teachers. When it becomes
47 necessary for teachers to be interviewed by law enforcement officers, to the extent
48 possible, such interviews will not take place in the presence of students.
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- 50 9.08 The Board may provide legal services to the extent provided by law for Teachers who may be
51 sued in tort for accidents which occur while the Teacher is on duty.
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ARTICLE X - GENERAL EMPLOYMENT PRACTICES

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3 10.01 A substitute, if available, shall be employed in the event the regular Teacher is unable to perform
4 his or her assigned duties for one half day or more. Only in an emergency situation shall a
5 Teacher be requested to substitute in the absence of another Teacher.
6

7 Teachers will be asked to substitute from a pre-determined list of volunteers. Any other such
8 substitutions from non-volunteer teachers will be limited to one day per grading period.
9

10 Any teacher may be assigned as a classroom substitute for emergency purposes only, and only
11 after all other remedies have been exhausted. A secondary teacher assigned to substitute will
12 have a 30 minute extended day, and will be compensated at the teacher's regular hourly rate.
13 Elementary Teachers who experience an increase in their normal work load by accepting a
14 portion of the students assigned to an absent Teacher in order to cover a class when no
15 substitute is available shall have their pay increased by \$25.00. The class will be divided as
16 equally as possible among no more than four Teachers.
17

18 10.02 Upon written request Teachers who apply will be afforded the opportunity to conduct professional
19 development workshops in order to help meet Hendry Teacher Evaluation System qualifications.
20

21 10.03 Lead Teacher positions will be rotated if possible, to allow for the development of more teacher-
22 leaders at school sites. All applicants must meet the requirements and timelines of the process
23 and the position as set forth by the school site administrator and the program. Lead Teacher
24 applicants must apply annually and be appointed annually. The Principal at each school has the
25 final decision regarding Lead Teacher positions and will notify all applicants in writing as to his or
26 her decision no later than the last contract day for ten month teachers.
27

28 10.04 Both parties agree that upon employment of a HCEA unit member, the person being fingerprinted
29 will be responsible for paying the cost of the Level 2 screening. The school district will pay the
30 annual fee charged for each unit employee to maintain them on the Fingerprint Data Base being
31 created by the Florida Department of Law Enforcement. In addition, the District will pay for the
32 unit employees' Level 2 screening fee, which is required by F.S. 1012.465(2) once every five
33 years.
34

35 10.05 If a meeting or conference is recorded the teacher will be notified in advance in writing of the
36 event. All meeting participants will have access to a true and accurate copy of the recorded
37 event.
38

39 10.06 The Administration will take appropriate disciplinary actions against any student or employee that
40 participates in cyber-bullying or who makes an unauthorized recording of a teacher.
41

42 10.07 Any discipline of a teacher including reprimand, disciplinary suspension, or demotion while under
43 an annual, psc or cc contract shall only be for just cause. Suspensions or termination during the
44 term of the contract shall only be for just cause as defined in Florida Statute 1012.335.
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1 **ARTICLE XI - TRANSFERS AND REASSIGNMENTS**

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3 11.01 All known instructional and administrative vacancies will be posted at the county office and sub-
4 office and on the Hendry County Schools District website at least five (5) days prior to the filling of
5 such vacancies.

6
7 Voluntary Transfers

8
9 11.02 Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to
10 another class, building or position shall file a written statement of such desire with his Principal or
11 Superintendent.

12
13 11.03 Teachers who have requested transfer or reassignment shall be notified in writing of the
14 administrations action on said transfer or reassignment as soon as action is taken.

15
16 Involuntary Transfers

17
18 11.04 The Superintendent may, when deemed in the best interest of the school system, recommend to
19 the Board an involuntary transfer of a Teacher. Prior notice of the impending transfer will be
20 communicated to the Teacher, and a conference with the Superintendent may be scheduled prior
21 to the recommendation. A Teacher who is being considered for an involuntary transfer for the
22 start of a new school year shall be given written notice prior to the close of the current school
23 year. If it is necessary to make an involuntary transfer during the school year, the Teacher(s)
24 being considered shall be given timely written notice.

25
26 A teacher will be provided the opportunity to apply for a voluntary transfer prior to consideration of
27 an involuntary transfer to another school.

28
29 Reduction In Work Force (RIF)

30
31 11.05 In the event the Board determines that a reduction in work force (RIF) is necessary, it shall give
32 written notice to the Association twenty (20) days prior to implementing such Teacher reduction.

33
34 a. The Superintendent shall determine the layoff area (e.g. Math, P.E., Guidance, etc.) and
35 number of positions affected in each layoff area in secondary schools and the number of
36 positions in elementary schools in which reductions shall be made. The names, schools
37 and teaching areas of all Teachers whose contracts are to be terminated because of a
38 reduction in force shall be given, in writing, to the Association.

39
40 b. Should the School Board have to layoff Teachers in any of the areas identified in Section
41 11.05 a, the district will retain teachers based on the educational program needs and the
42 performance evaluations of the employees within the affected program areas. The
43 following criteria in accordance with 1012.33 (5) will be used as a basis for determining
44 those teachers to be laid off:

- 45 1) employees with the lowest performance evaluations will be the first to be released.
46 2) employees with the next lowest performance evaluations must be second to be
47 released.
48 3) reductions shall continue in like manner until the needed number of reductions has
49 occurred.

50
51 The HCEA Leadership will be consulted should the district be faced with a RIF situation.

52
53 c. No assignment of personnel new to the school system to a vacancy or new position shall
54 be made until all RIF recalls and pending requests for transfer to the position by current
55 Teachers have been acted upon. In acting upon such reassignment or transfer requests,
56 the decision of the Superintendent or Principal shall be based upon comparison of each
57 candidate's current certification, performance, based on teacher evaluation, in the
58 teaching area(s) related to the vacancy or new position. The decision on the matters

1 brought forward may not be grieved beyond level two of the grievance procedures set
2 forth in Article VI of this Agreement.

- 3
- 4 d. Teachers laid off pursuant to this Article shall be given the opportunity to continue
5 insurance coverage in existing programs during the layoff provided that the premiums for
6 such insurance programs shall be paid by the Teacher on a monthly basis in advance of
7 the month due.
- 8
- 9 e. Any Teacher who would have qualified for normal retirement, age 62 or 30 years, during
10 the reduction year shall be permitted to teach through that year so as to acquire needed
11 service to retire or vest retirement benefits.
- 12

13 11.06 RECALL

14 The following procedures shall be followed for recall of employees:

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- 16
- 17 a. The School Board and Superintendent shall determine the layoff areas in secondary
18 schools and the number of positions in elementary schools in which recall will be made
19 and the number of Teachers to be recalled.
- 20
- 21 b. Recall will be implemented using the same criteria as reduction in force. Recall notice
22 will be made by phone or in the most expedient manner possible.
- 23
- 24 c. Any Teacher recalled shall accept recall within two weeks of the mailing date of the recall
25 notice. Any Teacher not accepting recall shall forfeit all rights to recall.
- 26

27 11.07 Teachers laid off pursuant to this Article shall be given the opportunity to continue insurance
28 coverage in existing programs during the layoff provided that the premiums for such insurance
29 programs shall be paid by the Teacher on a monthly basis in advance of the month due.

30

31 11.08 Any Teacher who would have qualified for retirement during the reduction year shall be permitted
32 to teach through that year so as to acquire needed service to retire or vest retirement benefits.

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34 11.09 The term of recall rights shall be for fifteen (15) months for all Teachers.

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ARTICLE XII - TEACHER EVALUATION

12.01 The Principal or Assistant Principal shall be responsible for the formal assessment of each Teacher assigned to the school. The Instructional Employee District Evaluation System is by law a part of this agreement and will govern assessments.

For the 2013-2014 school year, the final overall rating/overall score shall consist of:

- (1) The total points obtained in items 1-8 of the Hendry County Instructional Employee Observation and Data Collection/Analysis Summary and
- (2) the total points earned from the Student Growth and Achievement position based on student growth data received from the state.

A copy of the overall rating/score will be provided to each teacher as soon as is practical after the district is in receipt of this information from the state. The release date of the overall rating scoring data will be determined in consultation with HCEA leadership.

12.02 At the conference between the Teacher and the evaluator held for the purpose of discussing the Teacher's formal assessment, if deficiencies have been cited, the evaluator shall note deficiencies and discuss recommendations for improvement. The evaluator shall recommend a reasonable period of time for the correction of such deficiencies and provide assistance in their correction. It is recommended that if deficiencies are to be noted, the evaluator and the Teacher shall hold the conference prior to the assessment being written.

12.03 The Teacher shall have the right to submit a written response to the assessment and such response shall become a permanent attachment to the Teacher's personnel file.

12.04 All observations of Teachers for the purpose of formal classroom evaluation shall be conducted openly and with the full knowledge of the Teacher. Mechanical devices may be utilized only with the permission of the Teacher. A minimum of two classroom observations shall be made by the immediate supervisor of each newly employed Teacher.

12.05 Classroom observations of the Teachers who have been voluntarily assigned out of field will review the generic competencies during the period of recertification.

Classroom observations of the Teachers who have been involuntarily assigned out of field will take into account the Teacher's lack of experience in the subject area.

12.06 The personnel file of each Teacher shall be open to inspection only by the School Board, the Superintendent, the Principal, Assistant Principal, the Teacher and such other person as the Teacher or the Superintendent may authorize in writing; provided, however, that the Superintendent may authorize the personnel file of a Teacher to be open to inspection only to those persons that the Superintendent is required to do so by law or is permitted to do so by law. With the exception of school district and/or state officials or federal officials, written authorization for individuals to inspect personnel files shall be forwarded to the Teacher at the time of such authorization.

12.07 Upon request, a teacher shall have access to his/her own formal and informal records at the school and county level.

ARTICLE XIII - EMPLOYER RIGHTS

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- 13.01 The Board hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law, including but without limiting the generality of the foregoing: The management and control of school properties, facilities, programs of instruction, athletic and recreational programs; the selection, direction, transfer, promotion or demotion of personnel; and the discipline or dismissal of personnel.

- 13.02 These powers, rights, authority, duties and responsibilities of the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the terms of this Agreement.

ARTICLE XIV - LEAVE PROVISIONS

14.01 The following types of leaves are permitted in the Hendry County School System:

- a. Sick Leave
- b. Illness-in-Line-of-Duty Leave
- c. Jury Duty
- d. Personal Leave
- e. Professional Leave
- f. Holiday Leave
- g. Family Leave
- h. Military Leave
- i. Extended Professional or Personal Leave
- j. Bereavement Leave

14.02 Sick Leave (with compensation)

14.021 Any Teacher employed on a full-time basis in the Hendry County School System who is unable to perform his duties because of illness or because of illness or death of father, mother, brother, sister, husband, wife, child or other close relative, or member of his own household and consequently has to be absent from his work shall be granted leave of absence for sickness by the Superintendent to the extent provided by law.

14.022 Each Teacher employed on a full-time basis shall be entitled to four (4) days of sick leave as of the first day of employment of each current year, and thereafter is credited with one additional day of sick leave at the end of each month of employment, which credit may not be used before it is earned. However, no Teacher may earn, during a fiscal year, more than a total of one day of sick leave for each month of employment, provided that such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year, provided that at least one-half of this cumulative leave must be established within the Hendry County School System.

14.023 Any Teacher who finds it necessary to be absent from his position because of illness shall notify his Principal prior to the school day on which he must be absent, or as early as possible prior to the opening of school on the day on which he must be absent, except for emergency reasons as defined by the Board.

14.024 Any Teacher, before claiming and receiving compensation for the time absent from his duties while absent because of sick leave as prescribed, shall make and file with his school administrator by the end of the school month following his return from such absence a written sick leave form which shall set forth the day or days of absence, that such absence was necessary, and such person is entitled to receive pay for such absence.

14.0241 Conditions for Sick Leave:

1. Sick leave may be claimed for a minimum of one-half (1/2) day. One-half (1/2) day shall be defined as one-half the number of hours as the regular Teacher's work day.
2. Any Teacher who has used all accrued Sick Leave but who is otherwise entitled to Sick Leave shall be granted Sick Leave without pay. The claim for such Sick Leave shall clearly state that the leave is without pay. (This does not include Teachers who use Sick Leave Bank days.)
3. In the case where Sick Leave abuse is suspected and a pattern has been established, the Principal may require a doctor's statement of illness.

14.025 **Sick Leave Buy Back** – to encourage and reward Teachers who maintain good job attendance, the parties agree to the following incentive award:

1 Teachers who utilize two (2) sick leave days or less each assigned school calendar
2 year and year-round Teachers who utilize three (3) sick leave days or less during
3 each assigned school calendar year, upon request, shall receive payment for up to
4 ten (10) days of sick leave, provided the employee worked the full assigned calendar
5 year. The following procedures apply to the payment of sick leave under this section.

- 6 1. A Teacher must have a minimum of 187.5 hours (equivalent of twenty-five
7 (25) days) of accumulated sick leave remaining after the payment of unused
8 sick leave under this section.
- 9 2. The payment of this incentive shall be paid to eligible Teachers no later than
10 October 31st of the school year following the school year in which the
11 Teacher qualified for the incentive pay.
- 12 3. For purposes of this section, sick leave shall be defined pursuant to all
13 sections of the F. S. 1012.61.
- 14 4. Days for which such award payment is received shall be deducted from the
15 accumulated leave balance.
- 16 5. Payment shall be equal to the number of the eligible day's times the affected
17 Teacher's daily (or hourly) rate of base pay times eighty percent (80%).
- 18 6. Payment shall be made if the district has the unencumbered fund balance
19 required by the state.
- 20 7. Teachers who participate in the sick leave buy back are not eligible for
21 withdrawal from the sick leave bank for the following school year.

22
23 14.03 Illness-in-Line-of-Duty Leave (with compensation):

- 24
25 14.031 Each member of the instructional staff is entitled to illness-in-line-of-duty leave not to
26 exceed ten (10) days each year because of illness from any contagious or infectious
27 disease contracted in school work or injury incurred in the discharge of duty as
28 outlined in the Hendry County School Board Policy. Confirmation that such illness
29 was in fact contracted in line of duty must be secured from an attending physician.
30 Sick leave shall be non-cumulative and shall not be charged against the accrued
31 leave of the individual.
- 32
33 14.032 All claims for illness-in-line-of-duty leave shall be submitted to the Superintendent. If
34 approved, he will authorize payment thereof.
- 35
36 14.033 In the opinion of the Board, if circumstances warrant it, the Board may grant
37 additional days as it deems appropriate.

38
39 14.04 Personal Leave (with compensation):

40
41 If a sick leave balance exists, Teachers may apply for six (6) days personal leave to be counted
42 as sick leave, with such leave to be non-cumulative from year to year.

43
44 The Board and the Association agree that the purpose of Personal Leave is to allow Teachers to
45 attend to personal business or matters that cannot be attended to outside the Teacher's regular
46 workday. Examples of Personal Leave may include but are not limited to, legal and judicial
47 proceedings, family obligations to aging parents, grandparents or dependents, weddings, funerals
48 not covered by bereavement leave, graduations, parental obligations, civic functions, etc. It is not
49 intended to be used for recreational purposes. Teachers who misuse Personal Leave may be
50 subject to disciplinary action.

51
52 A Teacher planning to use Personal Leave for one to two (1 to 2) days shall notify his/her
53 Principal in writing on the standard leave form not less than 24 hours in advance of such leave
54 except in cases of emergency.

55
56 Teachers planning to use Personal Leave for three (3) or more consecutive days must apply for
57 said leave at least 30 calendar days in advance, unless there is an emergency, and must state a
58 reason for the leave request.

1
2 Personal Leave on the day before or after a holiday or during the first or last week of school will
3 be considered by the Principal when the request complies with paragraph one of Article 14.04,
4 above. Teachers will have to supply a written reason for the Personal Leave request at these
5 times for the request to be considered by the Principal. Principals will approve or disapprove
6 requests in the order in which they are received. A Holiday or break is defined as any marked on
7 the Official School Board Calendar as "Holiday" or "Break." These request should also be
8 received at least 30 calendar days in advance except in the case of an emergency.
9

10 If a teacher is denied Personal Leave by the Principal, the Teacher will have the following
11 options:

- 12 1. Accept the denial of the Personal Leave request, or
- 13 2. Meet with the Superintendent or designee to discuss the denial and additional information
14 that may resolve the situation.

15
16 Personal Leave (without compensation): Personal Leave without pay will not be approved except
17 in those instances where the teacher has no appropriate paid leave available.
18

19 All of the provisions and requirements pertaining to Personal Leave (with compensation) apply to
20 Personal Leave (without compensation).
21

22 Teacher Attendance is vital to the overall success of the education of the students in Hendry
23 County. With the acceptance of the language regarding Personal Leave the District will
24 implement an Attendance Bonus which is detailed in the HCEA salary schedule.
25

26 14.05 Professional Leave (with compensation):
27

28 14.051 Professional Leave is defined as leave granted to the Teacher to engage in activities
29 which will result in his professional benefit or advancement, including earning of
30 college credits and degrees, or that will contribute to the profession of teaching.
31

32 14.052 The Superintendent is authorized to approve professional leave up to an annual total
33 of three (3) days.
34

35 14.06 Holiday Leave (with compensation):
36

37 The Board agrees to provide each Teacher within the Teacher's 196-day contract period six (6)
38 days of paid holiday which are identified by name or date by Board action.
39

40 14.07 Family Leave (without compensation):
41

42 The Board will provide family and medical leave to qualified Teachers pursuant to the provisions
43 of the Family and Medical Leave Act (FMLA) of 1993. The regulations listed below outline the
44 procedures for carrying out said leaves.
45

46 14.071 A leave of absence shall be granted for a total of 12-work weeks during any year for
47 one of the following reasons: (A year is defined as 365 days from the date of the
48 event giving rise for the request.)
49

- 50 a. The birth of a son or daughter in order to care for such son or daughter
- 51
- 52 b. Placement of a child with the employee for adoption or foster care
- 53 c. Care for the spouse, son or daughter, or parent of the employee if such
54 immediate family member has a serious health condition
55
- 56 d. A serious health condition that makes the employee unable to perform the
57 functions of the position of such employee
58

- e. To use for any qualifying exigency arising out of the fact that a covered military member (member of the National Guard and Reserves) is on active duty or called to active duty status in support of a contingency operation. A qualifying exigency is defined as follows: a) Short-notice deployment; b) Military events and related activities; c) Childcare and school activities; d) Financial and legal arrangements; e) Counseling; f) Rest and recuperation; g) post-deployment activities; h) Additional activities not encompassed in other categories, but agreed to by the teacher and the Board; or
- f. To care for a covered service member with a serious illness or injury incurred in the line of duty while on active duty.

Such eligible Teachers (e and f) shall be permitted to take up to twenty-six weeks (26) workweeks of leave in a twelve (12 month period).

14.072 An “eligible Teacher” means one who has been employed:

- a. For at least 12 months by the Board, and ...
- b. For at least 1,250 hours over the previous 12-month period (prior to the first day of requested leave), and ...
- c. Works at a work site within 75 miles of a work site that has 50 or more employees

14.073 If both a husband and wife are employed by the Board, the aggregate number of work weeks of leave to which both may be entitled is 12 work weeks.

14.074 Teachers who are on a leave granted under this policy and who are eligible to receive Board-provided health insurance when actively working for the Board shall maintain coverage for the duration of such leave. Teachers who pay for dependent insurance and other types of Board-offered insurance coverage must make arrangements before going on leave to make direct premium payments to the Board while on leave.

14.075 Teachers who wish to take family leave as outlined in 14.071 a) and b) above are required to give 30 days’ notice in the event of a foreseeable leave. A “Family Medical Leave Request” form should be completed by the Teacher and returned to the appropriate administrator. In unexpected or unforeseeable situations, a Teacher should provide as much notice as is practical, usually verbal notice within one or two business days from when the need for leave becomes known, followed by a completed “Family Medical Leave Form.”

If a Teacher fails to give 30 days’ notice for a foreseeable leave without reasonable excuse for the delay, the leave will be denied until 30 days after the Teacher provides notice.

14.076 Teachers who wish to take medical leave as outlined in 14.071 c) and d) above must provide the Board with 30 calendar days written notice, except that if the date of the treatment of care requires leave to begin in less than 30 days, the Teacher shall provide such notice as soon as is practicable. Teachers shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer.

14.077 Family leave as outlined in rule number one above subsections a) and b) shall not be taken intermittently. The affected Teacher may take up to the full 12 weeks for leave provided by law.

1 14.078 Medical leave as outlined in 14.071 c) and d) above may be taken intermittently when
2 medically necessary. Under such circumstances, the Teacher must try to schedule
3 the leave so as not to disrupt unduly the employer's operations. Also, the
4 Superintendent may place the Teacher in an alternative position which better
5 accommodates the intermittent leave. For Teachers and those who work variable
6 hours, the family and medical leave entitlement is calculated on a pro rata basis.
7

8 14.079 Leave under the Family and Medical Leave Act is intended to provide assistance to
9 Teachers who do not have other leaves available. Therefore, pursuant to the
10 authority granted under said law, Teachers wishing to take family or medical leave
11 must first use the following leaves:
12

13 a. Teachers must substitute any accrued paid vacation for family leave provided for
14 in rule number one, subsections a) and b), above for any part of the 12-week
15 leave period.
16

17 b. Teachers must substitute any accrued paid vacation, sick leave, disability leave
18 and worker's compensation leave for medical leave as described in 14.071 c)
19 and d) above. (Note: Teachers who do not qualify for disability or worker's
20 compensation may qualify for medical leave if they meet the certification
21 requirement listed in 14.080 below.)
22

23 c. The Board will not count paid leave which was not for a family or medical
24 purpose against the Teacher's FMLA 12-week leave entitlement.
25

26 14.080 The Board shall require a medical certification from eligible employees who request
27 medical leave under the FMLA. The form will be provided by the Superintendent,
28 and the completed form must be returned within a time frame determined by the
29 Superintendent. The administration or Superintendent may require a second or third
30 opinion (at its own expense), periodic reports on the employee's status and intent to
31 return to work, and a fitness-for-duty report to return to work.
32

33 14.081 Upon return from an FMLA leave, and within the 12-week period, the affected
34 Teacher is entitled to be restored to the same position that the Teacher held when
35 the leave started, or to an equivalent position with equivalent benefits, pay and other
36 terms and conditions of employment.
37

38 The Teacher's restoration rights are the same as they would have been had the
39 employee not been on leave. Thus, if the employee's position would have been
40 eliminated or the Teacher would have been terminated but for the leave, the
41 employee would not have the right to be reinstated upon return from leave.
42

43 If the Teacher fails to return within 12 weeks following a family/medical leave, the
44 Teacher will reinstate to his/her same or similar position, only if available, in
45 accordance with applicable laws. If the Teacher's same or similar position is not
46 available, the Teacher may be terminated.
47

48 14.08 Military Leave:
49

50 Any Teacher required to serve in the Armed Forces of the United States shall be granted up to
51 thirty (30) days leave with pay for such service. Any remaining leave shall be without pay. A
52 Teacher returning from such leave shall be returned to employment without prejudice, and will
53 maintain his/her rate of pay and district seniority, provided application for re-employment is filed
54 within six (6) months following the date of discharge or release from active military duty. The
55 school district shall employ the Teacher returning from such leave by not later than six (6) months
56 from the date of the Teacher's written notice of intent to return to the district.
57
58
59

1 14.09 Extended Sabbatical Leave (without compensation):
2

3 Extended Leave for professional reasons may be granted once by the Board for a period of time
4 not to exceed one (1) year only to Teachers who have been employed full-time for at least the
5 previous three (3) years in the Hendry County School System and who are in a Continuing
6 contract status or hold a Professional Services Contract with the Board. Such leave shall be
7 without compensation. The request for such leave must be made in writing to the Superintendent
8 at least thirty (30) days prior to the requested starting date of such leave. An employee granted
9 this leave shall submit an official transcript from an accredited university as evidence of
10 attendance.

11
12 14.10 Extended Personal Leave (without compensation):
13

14 Extended leave for personal reasons may be granted by the Board for a period of time not to
15 exceed one (1) year only to Teachers who are in a Continuing contract status or hold a
16 Professional Service Contract with the Board. Such leave shall be without compensation and
17 shall not be granted for consecutive years. The request for such leave must be made in writing to
18 the Superintendent prior to the requested starting date of such leave except in the case of an
19 emergency.
20

21 14.11 Sick Leave Bank
22

23 The parties agree that there shall be established and maintained a Sick Leave Bank for the
24 purpose of providing sick leave with pay during periods of prolonged personal illness, accident, or
25 injury not otherwise compensated by the Board. The intent of the Bank is to provide income
26 protection for all participating members of the bargaining unit. Bargaining unit members shall
27 become eligible to participate in the Sick Leave Bank after one (1) year of employment in the
28 school district, provided the employee has accumulated not less than 75 hours of sick leave, or
29 hours that reflect 10 days. Once eligible, employees shall be permitted to enroll in the Sick Leave
30 Bank during the first thirty (30) days of the instructional calendar. Individuals who are reemployed
31 after DROP are not eligible for participation in the sick leave bank.
32

33 14.111 All participating members shall contribute seven and one-half (7.5) hours, or hours
34 that reflect one day, of sick leave the first month of eligibility. Each member of the
35 bargaining unit will sign a statement either accepting or declining enrollment in the
36 Sick Leave Bank. Applications for membership and/or use of the Bank may be
37 obtained from the bargaining unit member's primary worksite.
38

39 14.112 Participating members shall contribute seven and one-half (7.5) hours, or hours that
40 reflect one day, at the beginning of each even-numbered year. Additional
41 contributions will be required when the Bank reaches a balance of less than twenty-
42 five (25) percent of the number of participants provided no further contributions will
43 be assessed if the balance exceeds two (2) times the number of participants.
44

45 14.113 Participating members will be allowed to withdraw up to fifteen (15) days during their
46 first year of continuous enrollment, 30 days during their second year of continuous
47 enrollment, and fifty (50) days during their third year and thereafter of continuous
48 enrollment in amounts approved by the committee according to the following
49 provisions:
50

- 51 a. The member shall request withdrawals from the Bank only for personal illness,
52 accident, or injury.
- 53 b. The member shall have exhausted all accumulated sick leave.
- 54 c. The member shall have been absent at least ten (10) consecutive days after
55 exhausting all available sick leave.
56
57
58
59

- 1 d. The member shall not make application for withdrawals during the first 90 days of
2 membership in the Bank.
3
4 e. The member shall not be eligible to withdraw days from the Bank for absences
5 caused by elective surgery that normally could be scheduled during non-contract
6 days, and must provide documentation that said surgery is not elective.
7

8 14.114 The Sick Leave Bank will be under the supervision of a five (5) member Sick Leave
9 Bank Committee composed of one (1) administrator chosen by the Superintendent,
10 two (2) teachers selected by the Hendry County Education Association President,
11 and two (2) support service employees selected by the Hendry Education Support
12 Personnel Association President. A majority vote of the committee will be required to
13 determine if a participant is eligible to withdraw from the Bank in accordance with
14 14.103 above. In the event of a denial of withdrawal, the member may petition the
15 Committee for reconsideration if additional information from a medical provider may
16 affect the outcome. Final approval of all withdrawals shall be by the School Board.
17

18 14.12 Spouse Sick Leave
19

20 A Teacher may authorize a spouse, child, parent, or sibling who is also a district employee to use
21 sick leave that has accrued to the authorizing employee.
22

23 This sick leave transfer will be completed as follows:
24

- 25 A. This sick leave between employees is provided for the purpose of extending paid sick leave
26 in the event of a personal illness or the illness of a family member documented by a
27 physician.
28 B. The recipient may not use the donated sick leave until all of his/her sick leave has been
29 depleted, excluding sick leave from a Sick Leave Bank, if the recipient participates in the Sick
30 Leave Bank.
31 C. The minimum number of sick days that can be transferred at one time is five (5).
32 D. The transferred leave may not be included in leave for which terminal pay is provided upon
33 the retirement or death of the receiving employee.
34 E. Any unused transferred sick leave shall be reinstated to the transferring employee upon the
35 return to work of the receiving employee.
36 F. Any unused transferred sick leave shall be reinstated to the transferring employee in the
37 event of the retirement, death, or resignation of the receiving employee.
38 G. Days will be converted to hours, which are proportional to the number of hours the receiving
39 employee works per day. [Example: The receiving employee works six (6) hours per day.
40 The transferring employee will transfer thirty (30) hours of sick leave (5 days x 6 hours = 30
41 hours)].
42 H. Transferred leave dates may not exceed the end of the recipient's work year.
43 I. Donated time will reduce leave balances based on the most recent time earned.
44

45 14.34 Bereavement Leave
46

47 Teachers, upon request, will be granted up to 22.5 hours with pay, in the death of any family
48 member of his/her immediate family. Immediate family is defined as the spouse, parents,
49 grandparents, brothers, sisters, children, grandchildren, legal guardian, stepparents, and
50 stepchildren of both the employee and the spouse.
51

52 Bereavement leave is of a special nature and may not be deferred or converted to any other
53 purpose. It is not charged against any other leave account and is not accumulated in annual or
54 sick leave. Payment in lieu of funeral leave is not authorized.
55
56
57
58
59

ARTICLE XV - INSURANCE

1
2
3 15.01 The Board shall provide, without cost to the Teacher, group term life insurance for a twelve-month
4 period in the following amounts:

- 5
6 a. For an employee with 0-9 years of service in Hendry County Public Schools, an amount
7 equal to one times the annual salary of the employee.
8
9 b. For an employee with 10-14 years of service in Hendry County Public Schools, an
10 amount equal to 1.5 times the annual salary of the employee.
11
12 c. For an employee with 15 years of service in Hendry County Public Schools, an amount
13 equal to two times the annual salary of the employee.
14

15 15.02 The Board shall provide insurance coverage in an amount not to exceed \$9,000.00 annually for
16 comprehensive hospital/surgical/medical/dental and major medical/life/disability insurance
17 protection for a twelve-month period for each Teacher. Any amount in excess of \$9,000.00 will
18 be paid by the employee.
19

20 15.03 The Board shall make available, through payroll deduction, Board-approved tax deferred annuity
21 programs to all Teachers.
22

23 15.04 In the event that an employee has exhausted sick leave accrual, fringe benefits enumerated
24 above shall continue throughout the balance of the Teacher's contract year provided the
25 individual requests and is granted leave for medical reasons and submits documentation of need
26 in the form of a physician's statement to his or her immediate supervisor.
27

28 15.05 The Superintendent or his designee shall notify a representative(s) of the Association prior to the
29 development of insurance specifications and will give full consideration to input regarding the
30 quality of the coverage and service being provided by the carrier once approved by the Board.
31

32 15.06 Husband and wife employees may elect to choose a dependent coverage plan in lieu of individual
33 coverage provided that the total cost to the Board does not exceed \$18,000.00. Any amount in
34 excess of \$18,000.00 will be paid by the individual. Either spouse may elect to purchase
35 optional life insurance at no cost to the Board.
36

37 15.07 The Florida Statutes provide for the inclusion of retirees in the District's health and hospitalization
38 plan. Retiree insurance benefit information can be found on the district's website.
39

40 15.08 INSURANCE BENEFITS TASK FORCE (IBTF): Within thirty (30) days after ratification of this
41 agreement by the parties, a joint task force shall be created consisting of twelve members, three
42 (3) HESPA, three (3) HCEA and six (6) members including the Chairperson who shall be
43 appointed by the Superintendent. The IBTF shall review the current insurance programs. It will
44 explore alternatives, improvements, changes and specifications to the existing insurance
45 programs.

46 The parties agree to use a consensus based process for making decisions. When using the
47 consensus based process, the parties will develop a decision making timeline by mutual
48 agreement of the parties which allows ample opportunity and time to discuss issues of concern
49 before a final decision is made. In the event that a decision making timeline lapses, the parties
50 will revert to using majority vote to honor the deadlines in the agreed upon decision making
51 timeline.
52

1
2 **ARTICLE XVI - PROFESSIONAL COMPENSATION**
3

4 16.01 The basic salaries of all Teachers covered by this Agreement shall be as set forth in Appendix B1
5 and B2 of this Agreement and by this reference made a part hereof.
6

7 a. The parties agree step increases (experience increments) will not be paid
8 automatically each year. Payment of step increases or future increases in salary, if any,
9 will result from the bargaining process.
10

11 16.02 Each Teacher shall be placed on the appropriate step of the Salary Schedule according to
12 his/her teaching experience and educational ranking. Such placement will occur at the
13 beginning of an individual's contract year.
14

15 16.021

16 16.022 Reemployment after the Deferred Retirement Option Program (DROP)
17

18 At the conclusion of the DROP period employees must end all employment
19 relationships with the Hendry County School System. After the time required by
20 statute has elapsed following their retirement an FRS or TRS retiree may be
21 reemployed by the Hendry County School District on an annual contract basis as a
22 teacher. Other limited part time employment by the district is specified by Florida
23 statute. Teachers who complete DROP prior to July 1, 2010 must be separated from
24 the District for one month, anyone completing DROP after July 1, 2010 must be
25 separated from the District for six months.
26

27 If a classroom position is available, and if the District rehires a retiree, in accordance
28 with F.S. 1012.355, the retiree will be placed on the Performance Pay Salary
29 Schedule as a probationary contract teacher. Upon successful completion of the
30 probationary contract, the District may award an annual contract in accordance with
31 F.S. 1012.355 2 (c). Rehired retirees will be placed on the Performance Salary
32 Schedule based on their years of service. Teachers shall be initially placed on the
33 performance pay salary schedule based on teaching experience. Credit shall be
34 given for each year of full-time teaching experience for which the employee received
35 at least a satisfactory or effective performance evaluation. After the initial placement
36 on the salary schedule, all further salary increases shall be based on performance
37 and will be added to, and will become part of, their new base salaries.
38

39 Furthermore:

- 40
- 41 • Extended Professional Leave without compensation shall not be granted.
 - 42 • Teachers rehired after going through DROP shall not be eligible to
43 participate in the sick leave bank.
 - 44 • Terminal pay for unused sick leave will not be paid for sick leave
45 accumulated by the teacher after they return to work from retirement.
 - 46 • Employees hired after completion of DROP shall be considered members of
the bargaining unit except for the limitations outlined in this article.

47 The District will pay for the employee's health insurance at the same rate it pays for
48 all other District employees.
49

50 16.03 The Board may opt to pay recruitment or retention bonuses, depending on the availability of state
51 or district funds, to attract or retain State of Florida, Professionally certified instructional personnel
52 for critical teacher shortage areas. The State or Superintendent may designate such critical
53 teacher shortage areas. Said bonuses will be negotiated in good faith with HCEA provided HCEA
54 representatives are available and can meet/communicate and complete negotiations within ten
55 (10) days notification of the District. If HCEA cannot meet these requirements the District will
56 proceed with the implementation of recruitment bonuses.

1
2 16.031 Pay Periods and Distribution: A Teacher, for the duration of this Agreement, may exercise either
3 of two options for pay purposes; twenty-one (21) equal payments or twenty-six (26) equal
4 payments paid bi-weekly.
5

6 16.032 Direct Deposit: Beginning July 1st, 2015 all employees will be paid by automatic direct deposit. If
7 an employee does not have a checking or savings account with a bank into which the check may
8 be deposited, the employee will be issued a Debit Card from a local bank.
9

10 16.04 A Teacher who does not express a preference will be placed on the twenty-six (26) payment plan.
11 The final check(s) will be received on the last workday and will include the balance of the
12 Teacher's contract salary.
13

14 Extra-pay-for-extra-duty positions shall be those set forth in Appendix C and D which are
15 attached to and incorporated in this Agreement. FACs may advise the principal prior to
16 recommendations of department heads, team leaders, grade level chairs, etc. Teachers
17 assigned to such positions shall be paid in accordance with said Appendix and all other
18 provisions of this Agreement.
19

20 16.041 Each spring, or as positions become available, Principals will advertise at their
21 schools open supplemental positions so that HCEA unit members may apply. If no
22 HCEA unit member is hired for the supplemental position at the school site,
23 Principals will advertise open supplemental positions at the other schools on their
24 respective sides of the county as deemed appropriate. Principals will always attempt
25 to hire Teachers first when filling extra-pay for extra-duty positions. It is understood
26 that all hiring decisions for these positions will be based on the appropriate criteria for
27 each position with student safety and specific skill knowledge being the deciding
28 factors.
29

30 16.042 At each school site Principals may use discretion in substituting allocated
31 supplemental extra-duty positions to meet the academic, social and extra-curricular
32 needs of their student bodies. Upon ratification of the 2014-2015 contract all
33 supplements listed in Appendix C shall be offered.
34 On Appendix C it will read Band Auxiliary – (Drill/Flag Team)
35

36 16.05 Terminal Pay Benefits

37 Terminal pay for accumulated sick leave shall be provided to any Teachers, provided the
38 termination is not for cause as outlined in F.S. 1012.33,(c)

- 39 a) at retirement to any employee vested in the Florida Retirement System (FRS), (age
40 62 or 30 years of service or at retirement and eligible to receive retirement pay from
41 FRS or Florida Investment System). Retirement is defined as a person currently
42 drawing retirement benefits from the Florida Retirement System or Florida
43 Investment System.
44 b) if the employee leaves for disability retirement (Social Security or FRS).
45 c) if the employee termination is due to a reduction in force,
46 d) or to the employee's beneficiary if service is terminated by the employee's death.
47 e) in all other instances of involuntary termination and RIF terminal pay shall not be
48 paid unless the employee has completed six (6) years of continuous service with the
49 Hendry County School District and if recalled the percent remaining if any will be
50 returned to the employees account.
51

52 When terminal pay benefit is paid it will be according to the following schedules:

	Involuntary Termination	Voluntary Termination
54	Six years 40%	10 Years 50%
55	Seven-Nine years 45%	15 Years 75%
56	Ten-Twelve years 50%	20 Years 100%
57	Thirteen years 100%	

1 Teachers will participate in the Bencor Special Pay Plan. The Benefits of the plan are:

- 2 • The Teacher will permanently save the 7.65% Social Security and Medicare tax
- 3 on pay that is placed in the plan.
- 4 • Income tax will be deferred until the Teacher receives a cash distribution from the
- 5 plan.
- 6 • The Teacher owns and controls 100% of the money and directs the investment of
- 7 the money.
- 8 • The Teacher does not pay any income taxes on the earnings of the investment
- 9 until a cash distribution is made.
- 10 • The Teacher will receive a quarterly statement to verify account activity.

11
12 16.06 Any Teacher who must use his personal automobile or otherwise provide his own transportation
13 when on approved school district business shall be reimbursed by the Board at the prevailing
14 adopted rate. Such mileage reimbursement shall not include routine travel to and from the
15 Teacher's home and the school to which he is assigned. Per Diem is to be paid in conformity
16 with Board policies.

17
18 16.07 Adjustments to appropriate salary levels will be made upon submission by October 1 of each year
19 by the Teacher of appropriate evidence of additional graduate credit earned. Such adjustment
20 shall be included in the paycheck in the month following submission of the appropriate evidence
21 and shall be retroactive to the date when such credit was earned or the beginning of the contract
22 date, whichever is later.

23
24 Any compensated assignments in addition to the regular school day including evening school,
25 extra-pay-for-duty and summer school shall not be obligatory but shall be with the consent of the
26 Teacher.

27
28 16.071 Summer School Job Placement: All Summer School employment opportunities shall be
29 electronically posted via the standard posting method at all schools and on the Hendry County
30 Web Site. Job opportunities will be posted five (5) consecutive working days prior to filing the
31 position. Anyone wishing to apply must submit an internal job interest form/application for the
32 position.

33
34 16.08 The Board shall provide tuition reimbursement to each State of Florida, Professionally Certified
35 Teacher, or a Teacher seeking a Professional Certificate in a program where one is not available
36 until a Master's Degree is awarded, who is on an annual, professional service, or continuing
37 contract at a rate equivalent to the state university system cost per credit hour as set by the
38 Florida Department of Education for any course taken as part of an advanced degree program. A
39 list of pre-approved degree programs will be provided to HCEA annually upon request by June
40 1st. District critical teaching areas will be determined as of June 1 of each year. A maximum of
41 nine (9) credit hours are reimbursable per school year. A grade equal to or better than a "B" must
42 be attained in each course to qualify. Teachers must be working for the Hendry County School
43 District at the time of reimbursement.

44
45 The burden shall be on the Teacher to furnish documentation of courses taken and advanced
46 degree program acceptance.

47
48 An exception to the nine (9) credit hour maximum will occur if the Board, upon the
49 recommendation of the Superintendent, approves a bachelors or master's degree program
50 leading to a certification in an area of need.

51
52 16.09 National Board for Professional Teaching Standards (NBPTS)

53
54 The National Board for Professional Teaching Standards Program (NBPTS) will be administered
55 according to Florida Statute 1012.72

ARTICLE XVII- MISCELLANEOUS

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- 17.01 This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendments to this Agreement.

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

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ARTICLE XVIII - NO STRIKE CLAUSE

The Association and its members agree that during the life of this Agreement, they shall not participate in a strike against the Board by instigating or supporting, in any manner, a strike. Any violation of this Article shall subject the violator to the penalties set forth in Florida Statute 447.507.

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ARTICLE XIX - TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2014 and shall continue in effect through June 30, 2016 except each party may reopen for annual negotiations on any three (3) articles chosen by each party and on all provisions in Article XVI—Professional Compensation and in all referenced appendices and Article XV-Insurance.

HENDRY COUNTY EDUCATION ASSOCIATION

DISTRICT SCHOOL BOARD of HENDRY COUNTY

_____ Date _____
President

_____ Date _____
Chairman

_____ Date _____
Director

_____ Date _____
Superintendent

_____ Date _____
Chief Negotiator

_____ Date _____
Chief Negotiator

GRANDFATHERED SALARY SCHEDULE 2014-15

14/15

YEARS OF EXPER.	GRAND FATHERED
0-2	36,500
3	37,000
4	37,500
5	37,750
6	38,250
7	38,800
8	39,025
9	39,800
10	40,300
11	41,100
12	42,200
13	43,600
14	45,250
15	46,600
16	48,200
17	49,700
18	51,250
19	52,700
20	54,200
21	55,700
22	56,200
23	56,500
24	56,700
25	57,250
26	57,750
27+	58,650

Grandfathered Employees

PAY FOR HIGHER DEGREES

Employees hired on or before Jan. 18, 2011 add:

\$450 BA +12

\$950 BA+24

\$2,140 MASTER'S

\$2,560 MASTER'S+18

\$3,000 SPECIALIST

\$5,000 DOCTORATE

Employees hired AFTER Jan. 18, 2011 add:

\$2,140 MASTER'S

\$3,000 SPECIALIST

\$5,000 DOCTORATE

F. S. 1012.22 (1)(c)3 For instructional personnel hired on or after July 1, 2011, credit for the advanced degree held must be in the individual's area of certification.

Teachers shall be placed on the salary schedule based on teaching experience. Credit shall be given for each year of experience that teachers covered by the Grandfathered Salary Schedule currently have accrued.

If ratified this salary schedule shall become effective July 1, 2014. Teachers will be paid retro-active pay on their primary job.

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Experience increments shall not be paid automatically each year. Payment of future increases in salary, if any will result from the bargaining process.

Salary Schedule shall be retro-active to July 1, 2014 on the employees primary teaching job.

This schedule lists the base salary for instructional personnel holding a valid Florida Educator's Certificate, regardless of each individuals contractual status, The schedule list salary as an annual figure. For working part-time beyond the regular contract year, (including summer school), pay will be computed in terms of the individual's professional hourly rate. The Professional hourly rate is derived by dividing the annual base salary rate by the number of contracted days and then dividing the daily rate by seven and one half (7 1/2) to obtain the hourly rate.

11 AND 12 MONTHS INSTRUCTIONAL PERSONNEL: Salary based on teacher's contract salary plus 1/10 = 11 Months, 2/10 = 12 Months.

***PLANNED POST GRADUATE PROGRAM:**

Documentation of additional credit hours must be received by OCTOBER 1, each year

CURRICULUM DEVELOPMENT AND INSERVICE ACTIVITIES: \$120

CCC SPEECH THERAPIST: \$4,000

STATE APPROPRIATED BONUS: \$50

1. Advance Placement Test - 3 or Higher per Student: (D & F school \$500, Maximum Pay \$2,000) Contingent on State Funding

PERFORMANCE PAY: Performance Pay paid under approved grants (School Improvement, others as applicable)

CRITICAL SHORTAGE AREAS: Teachers qualify for 1% additional pay of BA with 0 years if teaching in a Board Approved critical shortage area

Reading Endorsement (one time bonus) \$1,000 To receive bonus, teachers must have the Reading Endorsement on their DOE Certificate

LEVEL INCREASES OR PERFORMANCE PAY WILL NOT BE PAID AUTOMATICALLY EACH YEAR. PAYMENT OF LEVEL INCREASES OR FUTURE INCREASES IN SALARY, IF ANY WILL RESULT FROM THE BARGAINING PROCESS. THE FUTURE USE OF THIS SALARY SCHEDULE IS CONTINGENT UPON RECEIVING SUFFICIENT FUNDS FROM THE STATE, DESIGNATED FOR SALARIES. LEVEL INCREASES SHALL BE PAID TO THOSE TEACHERS WHO ARE RATED HIGHLY EFFECTIVE OR EFFECTIVE ON THEIR PRIOR YEARS TEACHER EVALUATION. IF THIS FUNDING DECREASES BOTH PARTIES AGREE TO RETURN TO THE NEGOTIATION TABLE. If budget constraints limit the district's ability to fully adopt salary schedules the performance salary schedule shall not be reduced in a manner that is proportionally greater than reductions to any other salary schedule adopted by the district. **Performance Supplements shall only be paid to teachers under contract with the Hendry County School District when these distributions are made.**

ATTENDANCE BONUS

The bonus will be paid at the end of each semester in recognition of outstanding attendance.

0 time absent First Semester	\$250.00
1 day or less absent First Semester	\$225.00
2 days or less absent First Semester	\$200.00
0 time absent Second Semester	\$250.00
1 day or less absent Second Semester	\$225.00
2 days or less absent Second Semester	\$200.00

The only excused days are for Jury Duty or Temporary Duty Elsewhere (TDE)
A day equals the entire work day with no time missed during the day.

Effective: July 1, 2014

PERFORMANCE PAY TEACHER SALARY SCHEDULE 2014-15

YEARS OF EXPER.	Probationary and Annual Contract
0-2	36,500
3	37,000
4	37,500
5	37,750
6	38,250
7	38,800
8	39,025
9	39,800
10	40,300
11	41,100
12	42,200
13	43,600
14	45,250
15	46,600
16	48,200
17	49,700
18	51,250
19	52,700
20	54,200
21	55,700
22	56,200
23	56,500
24	56,700
25	57,250
26	57,750
27+	58,650

Highly Effective: Add 1 % to teacher's current base
Effective: Add .5% to teacher's current base
Teachers on performance pay will receive the annually negotiated salary increase plus: 1% for Highly Effective or .05% for effective.
This total becomes the teacher's new base.

PAY FOR HIGHER DEGREES
 Employees hired on or before Jan. 18, 2011 add:
\$450 BA +12
\$950 BA+24
\$2,140 MASTER'S
\$2,560 MASTER'S+18
\$3,000 SPECIALIST
\$5,000 DOCTORATE
 Employees hired AFTER Jan. 18, 2011 add:
\$2,140 MASTER'S
\$3,000 SPECIALIST
\$5,000 DOCTORATE

F. S. 1012.22 (1)(c)3 For instructional personnel hired on or after July 1, 2011, credit for the advanced degree held must be in the individual's area of certification.

If ratified this salary schedule shall become effective July 1, 2014. Teachers will be paid retro-active pay on their primary job.

Performance Pay will be based on the 2014-15 evaluations.

Teachers shall be initially placed on the performance pay salary schedule based on teaching experience. Credit shall be given for each year of full time teaching experience for which the employee received at least a satisfactory or effective performance evaluation. After the initial placement on the salary schedule all future salary increases shall be based on performance and will be added to and will become part of their new base salary.

Teachers on the performance pay plan who are rated effective or highly effective shall receive the same annually negotiated salary increase as teachers on the grandfathered salary schedule plus 1% for highly effective or .5% for Effective.

In accordance with F.S. 1012.22 the payment for highly effective or effective shall added to the teacher's base pay, and will become part of their new base salary. An employee who receives a rating other than highly effective or effective shall not receive an annual salary adjustment.

This schedule lists the base salary for instructional personnel holding a valid Florida Educator's Certificate, regardless of each individual's contractual status, The schedule list salary as an annual figure. For working part-time beyond the regular contract year, (including summer school) pay will be computed in terms of the individual's professional hourly rate. The Professional hourly rate is derived by dividing the annual base salary rate by the number of contracted days and then dividing the daily rate by seven and one half (7 1/2) to obtain the hourly rate.

11 AND 12 MONTHS INSTRUCTIONAL PERSONNEL: Salary based on teacher's contract salary plus 1/10 = 11 Months, 2/10 = 12 Months.

***PLANNED POST GRADUATE PROGRAM:**

Documentation of additional credit hours must be received by OCTOBER 1, each year

CURRICULUM DEVELOPMENT AND INSERVICE ACTIVITIES: \$120
CCC SPEECH THERAPIST: \$4,000

STATE APPROPRIATED BONUS: \$50

1. Advance Placement Test - 3 or Higher per Student: (D & F school \$500, Maximum Pay \$2,000) Contingent on State Funding

PERFORMANCE PAY: Performance Pay paid under approved grants (School Improvement, others as applicable)

CRITICAL SHORTAGE AREAS: Teachers qualify for 1% additional pay of BA with 0 years if teaching in a Board Approved critical shortage area

Reading Endorsement (one time bonus) \$1,000 To receive bonus, teachers must have the Reading Endorsement on their DOE Certificate

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Performance Pay for Highly Effective and Effective shall only be paid to teachers under contract with the Hendry County School District when these distributions are made.

ATTENDANCE BONUS

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0 time absent First Semester	\$250.00
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2 days or less absent First Semester	\$200.00

0 time absent Second Semester	\$250.00
1 day or less absent Second Semester	\$225.00
2 days or less absent Second Semester	\$200.00

The only excused days are for Jury Duty or Temporary Duty Elsewhere (TDE)
A day equals the entire work day with no time missed during the day.

Effective: July 1, 2014

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APPENDIX C

HENDRY COUNTY ACTIVITIES/INSTRUCTIONAL SUPPLEMENT SCHEDULE AND DIFFERENTIATED PAY
2014-15

SUPPLEMENTS

INDEX

SUPPLEMENTS	INDEX
I. HIGH SCHOOL ACTIVITIES	Bachelors 0 Years Salary
BAND AUXILLARY (Drill/Flag Team)	0.0469
BAND DIRECTOR	0.0797
BETA CLUB OR HONOR SOCIETY	0.0217
CHORAL DIRECTOR	0.0266
CLASS SPONSORS: Senior Class	0.0217
Asst. Senior Class	0.0135
Junior Class	0.0256
Asst. Junior Class	0.0135
Sophomore Class	0.0135
Freshman Class	0.0135
CYDA/LYDA – INSTRUCTIONAL LEADER	0.0900
HOME/SCHOOL LIAISON (FEDERAL)	0.0434
NEWSPAPER SPONSOR	0.0343
PERFORMANCE BASED DIPLOMA (PBD) PROGRAM – HIGH SCHOOL TEACHER	0.0900
PLAY DIRECTOR OR DRAMA	0.0135
SCHOOL CLUBS (UP TO 9 PER SCHOOL)	0.0135
SPRING ARTS	0.0217
VOCATIONAL AGRICULTURE	0.0797
YEARBOOK SPONSOR	0.0343
II. MIDDLE SCHOOL ACTIVITIES	
BAND AUXILLARY	0.0135
BAND DIRECTOR	0.0386
BETA CLUB or HONOR SOCIETY (Each School permitted three sponsors)	0.0217
CHORAL DIRECTOR	0.0135
PUBLICATIONS/SCHOOL COMMUNICATIONS/NEWSPAPER SPONSOR	0.0135
PUBLICATIONS/SCHOOL COMMUNICATIONS/YEARBOOK SPONSOR	0.0135
SCHOOL CLUBS (UP TO 5 PER SCHOOL)	0.0135
III. ELEMENTARY SCHOOL ACTIVITIES	
SCHOOL CLUBS (UP TO 5 PER SCHOOL)	0.0135
IV. INSTRUCTIONAL	
ACT PROGRAM: Mentor for new ACT Teachers	0.0193
INSTRUCTIONAL TECHNOLOGY SPECIALIST (ONE EACH K-12 SCHOOL)	0.0350
LEAD TEACHER: (BASIC FORMULA: 8 Minimum or 1 per 100 students)	0.0500
SCHOOL ADVISORY COMMITTEE (SAC) CHAIRPERSON	0.0184
V. GRANT FUNDS: (Contingent on Funding each Year – Other added as funds are received)	
SADD SPONSOR	0.0500
SAFE AND DRUG FREE SCHOOL SITE COORDINATOR	0.0260
TAKE STOCK IN CHILDREN SUPPLEMENT	GRANT CALCULATED
INSERVICE-TEACHER (Daily Rate)	\$120

Supplement compensation is determined by applying the index to the zero year, bachelor degree salary. To be approved at the discretion of the Superintendent or his designee based upon an adequate number of participants and adequate funding.

III. EXPERIENCE ADJUSTMENT FOR APPENDIX C & D

An individual who completes five consecutive years in the same supplemental position, shall receive an additional 15% adjustment to the base supplement amount for that position beginning the sixth year and continuing thereafter as long he/she continues in that supplemental position.

Effective: Upon ratification of the contract. Supplements will not receive retro-active pay.

Adopted: January 27, 2015

APPENDIX D

HENDRY COUNTY ACTIVITIES/INSTRUCTIONAL SUPPLEMENT SCHEDULE AND DIFFERENTIATED PAY
2014-15

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SUPPLEMENTS		INDEX
I. HIGH SCHOOL		
FOOTBALL	HEAD COACH	0.1058
	SPRING TRAINING	0.0329
	ASSISTANT	0.0570
	SPRING TRAINING	0.0198
BASKETBALL	HEAD COACH	0.1116
	ASSISTANT	0.0594
BASEBALL	HEAD COACH	0.0797
	ASSISTANT	0.0512
SOFTBALL	HEAD COACH	0.0797
	ASSISTANT	0.0512
TRACK	HEAD COACH	0.0797
	ASSISTANT	0.0512
WRESTLING	HEAD COACH	0.0797
	ASSISTANT	0.0512
SOCCER	HEAD COACH	0.0797
	ASSISTANT	0.0512
VOLLEYBALL	HEAD COACH	0.0797
	ASSISTANT	0.0512
ALL OTHER SPORTS	HEAD COACH	0.0681
	ASSISTANT	0.0440
	ATHLETIC DIRECTOR	0.1400
	ATHLETIC FACILITY SUPPORT (FALL/WINTER/SPRING/SUMMER)	0.0440
	CHEERLEADER HEAD COACH (FALL & WINTER SPORTS)	0.0469
	CHEERLEADER ASST. COACH (FALL & WINTER SPORTS)	0.0211
II. MIDDLE SCHOOL		
FOOTBALL	HEAD COACH	0.0343
	ASSISTANT	0.0237
BASKETBALL	HEAD COACH	0.0343
	ASSISTANT	0.0237
CROSS COUNTRY	HEAD COACH	0.0343
	ASSISTANT	0.0237
VOLLEYBALL	HEAD COACH	0.0343
	ASSISTANT	0.0237
	ATHLETIC DIRECTOR	0.0500
	ALL OTHER SPORTS	0.0198
	CHEERLEADER COACH (FALL & WINTER SPORTS)	0.0198
	INTRAMURAL SPORTS – (AFTER SCHOOL, 2-FALL/2-SPRING)	0.0198

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Supplement compensation is determined by applying the index to the zero year, bachelor degree salary. To be approved at the discretion of the Superintendent or his designee based upon an adequate number of participants and adequate funding.

III. EXPERIENCE ADJUSTMENT FOR APPENDIX C & D

An individual who completes five consecutive years in the same supplemental position, shall receive an additional 15% adjustment to the base supplement amount for that position beginning the sixth year and continuing thereafter as long he/she continues in that supplemental position.

Effective: Upon ratification of the contract. Supplements will not receive retro-active pay.

Adopted: January 27, 2015