EDUCATIONAL SUPPORT PROFESSIONALS (ESP)
MASTER CONTRACT

between the

HARDEE EDUCATION ASSOCIATION/UNITED

and the

HARDEE COUNTY SCHOOL BOARD

July 1, 2024 June 30, 2027

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ARTICLE 1 - RECOGNITION

Section 1

The School Board of Hardee County (Board), Florida, recognizes the Hardee Education Association/United (Union) as the exclusive collective bargaining representative of all appointed employees in the bargaining unit certified by the Florida Public Employees Relations Commission in Case No.RC-2024-030 Order No.: 24E-513 Date Issued: July 11, 2024.

Section 2

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

Section 3

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

ARTICLE 2 - PURPOSE

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

ARTICLE 3 - DEFINITIONS

ADMINISTRATOR/ DIRECTOR	An employee of the Board who is excluded from the bargaining unit and who is paid on the administrative salary schedule.
BASIC QUALIFICATIONS	Basic qualifications are the qualifications required in the most recent job description.
BOARD/EMPLOYER	The School Board of Hardee County, Florida, or its designee.
(CLASSROOM) TEACHER	Generic term used to describe and/or qualify instructional personnel as outlined in Florida School Laws, Chapter 1012 and Article 1 of this Agreement. Those positions not specifically included by table are considered by logical presumption of the generic term included in the unit (i.e.: media specialist, librarian, registrar, etc.) unless specifically excluded by PERC or by Agreement of the Parties.
CONTINUOUS SERVICE	Non-interrupted service to the Hardee County School System from the first day of service to any implementation of this Agreement. Absence from service by an approved School Board leave shall not be deemed an interruption in continuous service.
DATE OF HIRE	The effective starting date as designated on the employees PAF form shall be considered the employee's official date of hire. In cases of ties regarding date of hire, the date and time of receipt of the application shall apply. In cases where no time stamp exists, ties shall be broken by a coin toss.
DEPARTMENT	The following groups will constitute separate department within the Bargaining Units: l) Bus Drivers; 2) Maintenance Personnel; 3) Custodians; 4) Secretaries; 5) Food Service Personnel; 6) Mechanics and 7) Classroom Tutors. 8) MIS/IT Department Those employees who have a job title/position not listed among these seven departments shall constitute individual departments defined by their current pay grade.
DOE	State Department of Education
DISCIPLINE	Any action remedial or adverse in nature directed toward an employee.
EARLY RETURN	Return from leave prior to original time requested.
EMPLOYEE	A member of the bargaining unit as defined in Article 1 unless otherwise indicated.
FULL-TIME EMPLOYEE	An employee who is regularly scheduled to work twenty (20) or more hours per week.
FMCS	The Federal Mediation and Conciliation Service which provides mediation services as directed by PERC.
MAY	Used to denote a contingency, purpose or result which is optional or discretionary.
PARTIES	Includes both the School Board and the Union (HEA/U).

PAYCHECK	Regular salary warrant issued by the Hardee County School Board.
PERC	Public Employees Relations Commission, referred to as the "commission" created and responsible for the administration of Florida Law Chapter 447 Labor Organizations Part I General Provisions and Part II Public Employees concerning the rules and procedures regarding employer/employee rights and responsibilities.
PRINCIPAL/ SITE SUPERVISOR	The chief administrator of a school/work site or his/her designee.
REGULAR STATUS	Any school related personnel who has satisfactorily completed a probationary period.
REGULAR WORK WEEK	The regular work week shall be Monday through Friday unless otherwise indicated in this Agreement. Any change in regular work week will require negotiations between the Superintendent/designee and Union according to Ch. 447.
REDUCTON IN FORCE(RIF)	A reduction in force is said to exist when the number of personnel within any given job or salary classification is reduced by the School Board
REQUESTED LEAVE	The amount of time requested in the initial application.
EDUCATIONAL SUPPORT PROFESSIONALS	Generic term used to describe and/or qualify classified personnel as outlined in Article 1 of Educational Support Professionals Master Contract.
SCHOOL-WIDE TESTING DAYS	Term used for days when the State/District Mandated testing is occurring at a school.
SENIOR REPRESENTATIVE	The primary representative/designee as designated by the Union.
SENIORITY	Years of experience in the Hardee County School System. Followed by years of experience in subject area or grade level. Followed by years of experience at assigned worksite.
SHALL	Used to denote command, compulsion or inevitability.
SUPERINTENDENT	The Superintendent of Schools or designee.
TRANSFER	Any change in work assignment from one worksite to another worksite.
UNION-HEA/United	The Hardee Education Association/United which is the sole bargaining agent for the teachers of Hardee County, Florida.
WILL	Used to denote probability or expectation; likelihood.
WORKDAY	A duty day of the employee unless otherwise indicated in this Agreement.
DAY	The start and end time of an employee's workday shall be set by the administration. It shall be used for all timelines in this contract.
EMERGENCY	An immediate/sudden unplanned situation that requires immediate attention to provide a safe environment for students or the employee(s)

ARTICLE 4 - SCOPE OF BARGAINING

Section 1 SCOPE

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

Section 2 PROCEDURE

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

Section 3 AGREEMENT

A. Upon completion of collective bargaining between the Superintendent and the Union, the collective bargaining agreement shall become binding only after it has been ratified by the bargaining unit and approved by the Board.

B. The School Board shall post the final approved contract on the district website, within seven (7) business days of ratification by both parties.

C. Each Party shall bear the full cost of its participation in collective bargaining sessions. Both Parties will agree to schedule such activities as not to interfere with instruction of students. In the event that a collective bargaining session becomes necessary during the regular work day, that time spent by employees during work hours shall be without loss of salary and fringe benefits. It will not be used in any negative manner against said employees.

Section 4 RESOLUTION OF IMPASSE

A. Mediation

In the event that an impasse is reached by the Parties during the course of negotiations, either Party may direct a request to the Federal Mediation and Conciliation Services (FMCS) setting forth the date the impasse was reached and a statement as to the nature of the item or items at impasse. Both Parties agree to meet with the mediator selected according to the rules of the FMCS and to attempt to reach agreement by good faith negotiations as rapidly as possible (Florida Statutes, Chapter 447.403 (1). Should the FMCS decline to assert jurisdiction over a dispute, either Party may request a mediator from the Public Employee Relations Commission (PERC Rule 500.4).

B. Special Magistrate

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

ARTICLE 5 - MANAGEMENT RIGHTS

Section 1 RIGHT TO MANAGE

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

Section 2 OPERATION OF SCHOOL SYSTEM

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

ARTICLE 6 - UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS

Section 1 EMPLOYER INFORMATION

A. The Board agrees to furnish to HEA/United without charge upon request information which is considered "public record" as well as information that may be necessary to process any grievance or complaint. Should the request for a computer-generated report or program result in added cost to the Board, the Union shall agree to pay reasonable costs incurred.

B. The President of the Union or his/her designee, who is authorized to speak on behalf of the Union, shall be authorized to attend each public meeting of the School Board without loss of pay. With the exception of certain confidential information as defined in Florida Statutes the Board shall furnish to the Union the same agenda and support materials as are received by the individual Board members. These materials shall be made available to the Union at the same time as they are distributed to the Board members. The Union representative shall also receive any materials distributed during the meeting.

Section 2 UNION MEETINGS AND ACTIVITIES

A. Upon ratification of the Agreement, the Union shall have the authority and the Board shall approve release time for all bargaining unit members to provide a contract briefing while they are in duty status. This will be accomplished at a mutually agreeable date and time.

B. Upon mutual agreement between Principal/Site Supervisor and the Union representative, the Union may use Board facilities and equipment for meetings. Such meetings are to be conducted after the students are dismissed from their school day. The Union will indemnify, defend and hold the Board harmless against any and all claims, demands, duties or other forms of liability that may result from the use of such facilities and equipment. The Union shall be responsible for any damage occurring to the facility or equipment.

C. The Senior Representative or designee shall be allowed to call a Union meeting, upon mutual agreement of Principal/Site Supervisor and a Union representative at the close of any faculty/staff meeting, provided that such meetings do not infringe upon student instructional time. Attendance at such union meetings shall be voluntary.

Section 3 UNION ACTIVITIES AT WORK LOCATIONS

A. The Principal/Worksite Supervisor and on-site Union Representative will agree upon sites and times where union business may be conducted.

B. The use of non-instructional school time shall be for the purpose of clarifying and/or enforcing this Agreement consistent with applicable statutes or for the purpose of otherwise communicating with employees providing that the Representative shall conduct such visits in a manner which does not interfere with or interrupt the instructional program or classroom activities and duties of any employee.

C. Duly authorized representatives of the Union and its respective affiliates shall be permitted to visit work locations to transact Union business provided they make themselves known to the worksite supervisor/principal and that they do not interfere with or disrupt normal school/worksite operations.

D. The Union shall have the right to use intra-school mailboxes and the district electronic mail system for distribution of materials relating to Union business. Every employee shall be assigned a District e-mail address. Any use of the inter-school mail delivery service will be according to applicable U.S. Postal System Code.

E. Public address systems and other means of communication which are available within the worksite may be utilized by the Union upon approval of the supervisor/designee provided that this shall not interfere with normal school/worksite operations.

Section 4 RELEASE TIME TO CARRY OUT DUTIES

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

Section 5 OFFICE SPACE AND EQUIPMENT

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

Section 6 BULLETIN BOARDS

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

Section 7 NEW EMPLOYEE ORIENTATION

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

Section 8 INFORMATION FROM THE BOARD

A. The Board shall provide the Union announcements of vacancies as they are posted. Also, the Board shall provide the Union with any newly created positions and/or deletions as they become known.

B. The Board shall provide the Union with a copy of School Board Rules. Copies of changes to the rules will be provided through the School Board Meeting packets.

Section 9 RIGHT TO REPRESENTATION

A.

1. No disciplinary action may result from a meeting between an employee and his/her supervisor and/or other administrative official, unless the employee is advised that such a meeting is for the purpose of discussing discipline or potential discipline and the employee is allowed Union representation if he/she so desires.

2. When the meeting between an employee and his/her supervisor is to be disciplinary, the supervisor shall give a minimum of twenty-four (24) hours' notice to the employee. His/her notice shall also include the topic for discussion and facts used as the basis for such disciplinary action.

B.

1. The employee has the right at any time to terminate a conference or hearing in which he/she has no representation in order to secure timely representation.
2. The Union retains the right to represent all employees of the bargaining unit consistent with applicable statutes.

Section 10 EXCLUSIVITY CLAUSE

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

Section 11 UNION LEAVE

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

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

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

ARTICLE 8 - FAIR PRACTICES

A. There shall be no discrimination by the Board or Union against employees because of race, creed, age, sex, marital status, disability, national origin, religion, political belief and/or professional affiliation.

B. An understanding will exist between the School Board and HEA/United that upon the Board's receipt of its completed and revised Board Policy Manual a mutual agreement exists to reopen this issue. The Board will distribute a copy of the revised Board policy to the Union and an agreeable date for beginning negotiations on this Article will be set at that time.

ARTICLE 9 - EMPLOYEE RIGHTS

Section 1 UNION ACTIVITY

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

Section 2 OFF-JOB CONDUCT

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

Section 3 EMPLOYEE DEBTS

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

Section 4 PROBATIONARY PERIOD

A. All full-time educational support employees will serve an initial probationary period of one year from date of hire during which employees may be terminated with or without just cause.

   a. Probationary employees who are recommended for termination will not have rights of appeal nor may they require any explanation.

   b. The probationary period ending date will coincide with the contract period end date, typically in May or June.

   c. If the date of hire to contract period end date is less than fifty percent (50%) plus one day of the contract period, the employee's probationary period will start at the next contract period, typically in July or August and then will end at the following contract period end date, typically in May or June.

   d. If the date of hire to contract period end date is fifty percent (50%) plus one day of the contract period or more, the employee will have completed the probationary period.

B. The employee will be evaluated at least one time during the probationary period. If the employee completes his or her probationary period, the employee shall either be:

   a. Recommended for continuing employment status, the equivalent of "continue from year to year" as authorized in the Florida Statute 1012.40 or

   b. Placed on one additional probationary period of one year in lieu of non-renewal as requested by the principal or director and approved by a District administrator if the probationary employee's evaluation indicates the need or if a new evaluator has been assigned within in the previous three months or Non-renewed.

C. An employee employed fifty percent (50%) plus one day or more of his/her contract period shall receive credit for a full year of experience toward continued employment status.

D. No Educational Support Professionals may be dismissed, except by action of the School Board.

E. If an employee volunteers to transfer to a different job classification, he/she shall serve a sixty (60) day probationary period. In the case of non-suitability, every effort will be made to return him/her to his/her prior job classification and pay with no loss of contract status.

F. Those employees subject to a reduction in force due to budgetary restrictions shall be afforded rights in accordance with Article 15, Reduction in Force/Recall.

G. Recalled employees shall not be required to fulfill probationary period requirements more than once in a twenty-four (24) month period.

Section 5 EXTENDED DUTY

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

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

Section 6 EMPLOYEES TRANSPORTING STUDENTS

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

Section 7 DISCIPLINING EMPLOYEES IN PUBLIC

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

Section 8 DUE PROCESS IN SUSPENSIONS OR TERMINATIONS

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

Section 9 EMPLOYMENT INFORMATION

A. Each new employee, within the first five days of employment, will receive the following information:

1. Name of immediate supervisor.
2. Work location.
3. Job description/specifications.
4. Duty hours.
5. Evaluation procedures.
6. A copy of the Employee Benefits booklet will be available at the job site as well as online at the Hardee County School Board website www.hardee.k12.fl.us with a link to the appropriate insurance carrier.
7. Copy of the Collective Bargaining Agreement shall be available Online

B. The job descriptions/specifications and typical tasks shall be clearly descriptive and explanatory and available on district website.

Section 10 EXPERIENCE CREDIT

A. An employee who is re-employed after a break in service for approved leave will not lose his/her prior experience level on the salary schedule.

B. Any other Florida public school experience in the same or reasonably related job classification shall count as experience on the salary schedule as defined in Appendix B (seven (7) years maximum). Written verification of such prior experience or service must be received within twelve (12) months of initial employment with pay retroactive to first day of current contract year. Experience credit will be awarded, upon verification, at the time of initial hire and placement on the salary schedule.

C. Non-public or out-of-state public-school experience shall count as experience on the salary schedule not to exceed five (5) years according to the guidelines as defined in Appendix B.

D. Any exception to the above shall be approved by the HEA/United President or representative and the Deputy Superintendent of Schools or representative. In the event of an unresolved decision regarding an exception, the Superintendent of Schools will make the final decision.

Section 11 SUPPLIES AND EQUIPMENT

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

Section 12 OPENING DAY

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

Section 13 EMPLOYMENT REQUIREMENTS

Any medical examination, x-ray, licensing fee or other expense required by the School Board of a non-probationary employee will be at the Board's expense. If the employee leaves or resigns during the contract period, he/she will reimburse the School Board on a pro-rata scale.

Section 14 USE OF STAFF FACILITIES

Staff lounges and rest room facilities at work locations are available for use by all employees at that work location.

Section 15 TEMPORARY ASSIGNMENTS

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

a. Any non-instructional employee who is requested to act as a classroom substitute for more than twenty-five (25) hours during any quarter will receive $3.50 per hour gross pay for each hour as a classroom substitute over (25) in the quarter. The following are excluded: school-wide testing days and

covering classes for ESE IEP meetings. Effective upon ratification and School Board approval. The paraprofessional is responsible for maintaining a quarterly timesheet and submitting it to the school office manager for verification.

Section 16 JOB EXCLUSIVITY

Educational Support Professionals in one classification shall not be adversely evaluated when performing the job function(s) of other employees in differing job classifications.

Section 17 UNIFORM ALLOWANCE

A. The Board shall provide uniforms for transportation, custodians, maintenance employees, and mechanics.

B. To ensure that such uniforms are not taxable to the employee as a fringe benefit,

- The employee must wear the uniform as a condition of employment and
- The uniform will not be suitable for everyday wear or to wear away from work.

C. Food service personnel shall be reimbursed for up to one hundred dollars ($100) expended for the purchase of shoes, etc.

D. Bus drivers, who make trips as extra trip drivers, shall be reimbursed for up to seventy-five dollars ($75) for the purchase of uniforms. This benefit will be limited to a maximum of eighteen (18) drivers.

E. If the employee is terminated or resigns during a contract period, the Board may seek reimbursement from the employee on a pro-rata scale for any fee.

F. Reimbursements shall be made within thirty (30) days of receipt of proof of expenditures.

Section 18 LONG TERM SUBSTITUTES/TEMPORARY EMPLOYEES

Other than filling in for an employee on approved leave, long term substitutes/temporary employees shall not be employed for more than one-hundred eighty (180) calendar days in lieu of full-time appointed employees. Positions vacant for thirty (30) working days or more shall be filled in accordance with this Agreement.

Section 19 MEDICAL PROCEDURES

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

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

B. Employees may be authorized to assist in the administration of prescription, except injectable medication, if the district provides training by a registered nurse, a licensed practical nurse, a physician, or a certified physician assistant.

Section 20 DUTY SCHEDULE

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

Section 21 PAPERWORK REDUCTION COMMITTEE

A. The Hardee County School Board and the Hardee Education Association/United will continue the collaborative working environment regarding the amount of paperwork in the district asked of teachers to do. This committee will continue to look for ways to reduce paperwork in district.

Section 22 EMERGENCY SCHOOL CLOSING AND RETURN POLICY

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

ARTICLE 10 - OCCUPATIONAL SAFETY AND HEALTH

Each employee shall be furnished a safe place of employment as defined in the laws of Florida and the United States, specifically Florida Statute 1013.12, Occupational Safety and Health Administration (OSHA) standards and the Florida Worker's Compensation Act, Florida Statute 440.56, which states:

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

ARTICLE 11 - PERSONNEL RECORD

Section 1 MAINTENANCE

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

Section 2 ACCESS TO FILES

A. An employee may request access to his/her site file through his/her immediate supervisor.

B. Requests to review official personnel files shall be made in person to the Personnel Office.

Section 3 MATERIAL TO BE PLACED INTO FILES

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

Section 4 PROCEDURES FOR INCLUSION IN PERSONNEL FILES

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

B. When the employee receives said copy, he/she may indicate that such material has been read by affixing his/her signature on the actual copy to be filed with the understanding that such signature merely indicates awareness and not necessarily agreement with its content.

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

Section 5 EMPLOYEE RESPONSE

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

Section 6 ANONYMOUS MATERIALS

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

Section 7 EXAMINATION AUTHORIZED BY EMPLOYEE

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

Section 8 EXAMINATION UNAUTHORIZED BY EMPLOYEE

The personnel file of each employee shall be open to inspection only by those persons specified by Florida Statutes, Chapter 1012.31 and Chapter 119. If an employee's file is inspected, it shall be recorded in a central register in the Office of Personnel. Any employee whose personnel file has been inspected by anyone outside those persons

specified in the Florida Statutes, without the employee's knowledge or permission, shall be notified within five (5) working days as to who observed the file.

Section 9 COMPLAINTS

A. Any complaint filed shall remain confidential until a preliminary investigation is completed. The employee may request an informal inquiry by the Superintendent or his/her designee.

B. When a complaint requires no disciplinary action or needs no further investigation, a statement to that effect will be signed by the investigative official and attached to the complaint. The complaint and all such materials shall be open thereafter to inspection (Statute 1012.31). Files on complaints shall be separately maintained in the office of the Superintendent.

ARTICLE 12 - PERFORMANCE EVALUATION OF EMPLOYEES

Section 1 STAFF EVALUATION PROCEDURE

A. Each employee shall be evaluated annually by the Principal/Site Supervisor or his/her designee.

B. All evaluations shall be in written form utilizing a format negotiated with the Union and adopted by the School Board.

C. Signing of Evaluation:

1. The employee will sign and date the written evaluation indicating that he/she has read the written evaluation and has had the opportunity of making comment on the evaluation.
2. An employee shall not be requested nor required to sign a blank or incomplete evaluation form.
3. The employee is entitled to a conference with the evaluator concerning the evaluation and to attach a written response to the evaluation provided this is done within ten (10) working days of receipt of the evaluation.

Section 2 FREQUENCY AND SUBMISSION

A. An annual evaluation is to be submitted before June 1 of each calendar year.

B. The distribution of the evaluation document will be as follows:

1. Personnel File - Central Office.
2. Evaluator's File - Site File.
3. Copy to Employee.

Section 3 PERFORMANCE CRITERIA EVALUATION

A. The performance criteria shall be those as stated on the prescribed form.

B. At the beginning of the school year, and no later than the end of the first six weeks, the Principal/Site Supervisor will provide each employee with a copy of the evaluation form so that the employee may know what competencies are expected and may do self-evaluation throughout the year.

ARTICLE 13 - ASSIGNMENTS AND TRAVEL

Section 1 WORK/SITE STATUS

All Educational Support Professionals will be notified in writing of their worksite, job status and or class assignment for the following fiscal year if there is a change in job site/classification. In the event that changes occur prior to the employees (10 or 11 month) return to duty, the principal/worksite supervisor will notify the employee using the employee's most recent recorded address.

Section 2 SALARY/STATUS

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

Section 3 AUTHORIZED TRAVEL

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

Section 4 OUT-OF-COUNTY TRAVEL

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

Section 5 MILEAGE

Employees who are assigned to more than one (1) school/worksite per day and drive their personal vehicles shall be reimbursed for the mileage driven between schools/work sites at the current county rate per mile, for actual miles driven. Such mileage reimbursement will not include routine travel to and from the assigned school/worksite and the employee's residence.

ARTICLE 14 - VACANCIES/TRANSFERS/PROMOTIONS

Section 1 VACANCIES

A. When vacancies become known, the Superintendent shall send to the Union and have posted in all work sites a list of these vacancies five (5) days prior to the close of accepting applications. This notification shall include minimum required qualifications.

B. Between the period of post and pre-school each vacancy will be advertised, within the five (5) day posting period, on the district's website (www.hardee.k12.fl.us). The website address shall be provided to each employee at the end of the 10-month school year.

C. All vacancies (including supplemented positions) or newly created positions to be staffed shall be posted in school offices, work sites and faculty rooms for a minimum of five (5) working days prior to filling the position.

D. At the beginning of the posting period, vacancies shall immediately be e-mailed to all employees with district e-mail access and posted on the Hardee County School Board website. E-mail posting will include the position, the worksite, and the posting dates. Additional information may be included.

E. The five working day posting period of vacancies shall not begin until the posting is emailed to all employees with district email and posted on the Hardee County School Board website. All postings will include the posting, the worksite, and the posting dates. Additional information may be included.

F. Employees who desire to transfer may apply by written request to the Personnel Office.

G. Letters of intent indicating a desire to change positions shall satisfy the requirement in paragraph D above.

H. Current employees will be considered over applicants not currently employed by the Hardee County School Board provided they possess the necessary qualifications for the position. Considerations will also include continuous and total years' service in the Hardee County school system and will include current performance appraisal system evaluation.

Section 2 PROCEDURE FOR VOLUNTARY TRANSFERS

A. Voluntary transfer requests shall be considered once a position has been posted or known to be in existence.

B. All voluntary transfers shall require the consent of the receiving Principal involved, the Superintendent and the School Board. An unsuccessful applicant may, upon written request, be given a follow-up interview.

C. When two (2) or more employees are requesting transfer to a vacant position, seniority will be considered, provided that all candidates are fully qualified for the vacancy that exists.

D. An employee who is transferred will be credited with years of experience if the employee has documented experience in a related field.

Section 3 PROCEDURE FOR INVOLUNTARY TRANSFERS

A. An involuntary transfer shall be made only after a meeting between the employee involved and the school principal/work site supervisor, at which time the employee shall be informed of the reason for transfer. In the event that the employee objects to the transfer, upon request of the employee, the Superintendent shall meet with him/her. The employee may have a representative of his/her choice present at such a meeting.

B. Notice of an involuntary transfer shall be given to employees at least ten (10) calendar days, in advance, and a list of open positions in the school system shall be made available. Such employees may request the positions, in order of preference, to which they desire to be transferred and for which they are qualified. All such employees shall be given adequate opportunity immediately after regular school hours for a meeting with principals/site supervisors of schools/work sites/departments where open positions exist. Every effort shall be made to place an employee in his/her current job classification.

C. The Board will transfer volunteers before making an involuntary transfer, except in the cases where the situation dictates an involuntary transfer for the good of the Board, employee and/or students.

D. Employees who are involuntarily transferred shall retain their years of experience.

E. Involuntary transfers will not be used for disciplinary reasons.

Section 4 PROMOTIONS

A. Any employee may apply for any vacancy.

B. The Board shall consider utilizing the skills, talents, and qualifications of its employees and filling position vacancies by promoting from its current employees.

C. Employees receiving a promotion or whose position is reassigned to a higher pay grade in a similar discipline shall receive a promotional increase at the time of such reassignment as follows:

1. Employees will be placed on the pay schedule as follows:
2. At the closest step that provides the employee with an hourly rate increase of at least 5%, or the minimum for the new paygrade; whichever is greater.
3. Long time employees transferring to paygrades that do not permit a 5% increase will be placed at the top step of the paygrade.

   If placement at the top step of the paygrade does not allow for a 5% increase, the employee will receive the balance of the 5% increase on a pay job other than the primary job. This applies to ESP promotions on or after January 1, 2020 with pay adjustments beginning for fiscal year 2023-24.
4. Following the initial promotional placement the employee will progress through the experience levels earning one year for each year worked.

Section 5 RELEASE DAYS FOR PREPARATION

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

Section 6 PAY GRADE CHANGE REQUEST

Request for pay grade change within an employee job classification for a new fiscal year will be filed prior to May l of that year. The request will include the qualifications of the employee and pay grade skill desired.

Section 7 MAXIMUM UTILIZATION OF PERSONNEL

A. Worksites/schools may be declared overstaffed where student enrollment has changed and caused a shifting of student population to another school in the district.

B. In the event of a change in the population or grade configuration of a school, employees of said school will be reassigned to other understaffed schools in the District in the following manner:

1) The Union shall be notified two (2) days prior to any reassignment of employees.
2) Employees of such schools will be notified of the change in population or grade configuration.
3) First consideration will be given to those employees at the overstaffed school who request a transfer to the receiving school.
4) Where there are more employees from overstaffed schools requesting voluntary transfers to a receiving school than there are openings in the receiving school, the procedures for the transfer of overstaffed personnel will be implemented with the employee(s) of highest priority status (as determined in C below) that volunteer to being reassigned to the appropriate job position(s) except when circumstances dictate the situation would not be in the best interest of students, employees, or the board.
5) If there is an insufficient number of voluntary transfer requests, the procedures for the transfer of overstaffed personnel will be implemented at the overstaffed school(s) utilizing the procedures outlined in section C through G below.
6) Reassignment due to being overstaffed shall not result in a reduction in pay for the remainder of the year.
7) Reassignment shall not be used for disciplinary reasons.

C. In cases where employees are overstaffed at a work location as a result of a reduction in allocation or a shift in student populations, priority status shall be determined as follows:

1) Qualifications of the job description
2) Followed by start date for most recent years of continuous experience in the Hardee County School System.
3) Followed by total years of experience in the Hardee County School System.
4) Followed by original start date in the Hardee County School System.
5) Followed by a coin toss or drawing of lots.

D. Employees who are declared overstaffed shall not have to make application for reassignment. It shall be the obligation of the Superintendent/designee to reassign and notify all overstaffed employees as soon as possible.

E. Employees will be reassigned within the job family they are presently employed as determined by the Superintendent or their designee.

1. Job families are defined as:

a. Paraprofessional

i. ESOL Para

ii. Paraprofessional

b. School Bus Tutor

c. Clerical

i. School Secretary – Secretary 1 and Data Entry Clerk

A) 10 months

B) 11-month

C) 12-month

iii. District Secretary – Secretary 3

A) 10 months

B) 11-month

C) 12-month

iv. Data Entry Clerk

d. MIS

i. Data Processing Coordinator

ii. MIS Computer Resource Technician

iii. MIS Tech Support Manager

iv. Systems Analyst I

v. Systems Integration Specialist

vi. MIS Specialist I

vii. MIS Tech Support 1

viii. MIS Tech Support 2

e. Maintenance

i. Skill 1

ii. Skill 2

iii. Skill 3

iv. Mechanic

f. Custodial

g. Personal Assistant

h. Food Service

i. Bus Drivers

j. Bookkeeper

i. 11-month

ii. 12-month

k. Other – any job families not listed will be addressed through conference between the Superintendent or their designee and the Union.

ARTICLE 15 - REDUCTION IN FORCE/RECALL

Section 1 PLACEMENT PROCEDURE

A. The Board has sole and exclusive right to determine the number and nature of the positions/programs in the school system and to reduce staff.

B. Employees in the following positions shall be released first:

1. Substitutes
2. Probationary Employees

C. In the event the Board determines that the staff must be reduced further, the Board shall:

1. Utilize for the purpose of a reduction in force, the ESP Job families outlined in Article 14, Section 7.
2. Generate a listing of ESP positions within each job family of the bargaining unit to be eliminated or reduced.
3. Determine employees' priority status utilizing the steps below:
    a) Use most recent overall performance appraisal rating of Highly Effective, Effective, Needs Improvement/Developing or Unsatisfactory
    b) Qualifications of the job description
    c) Followed by start date for most recent years of continuous experience in the Hardee County School System
    d) Followed by total years of experience in the Hardee County School System.
    e) Followed by the original start date in the Hardee County School System.
    f) Followed by a coin toss or drawing of lots.
4. Generate a list of employees being laid off to include the following information:
    a) Name of employee being laid off and place on recall list
    b) Current position
    c) Qualifications of Job Description
    d) Start date for most recent years of continuous experience working the Hardee County School System
    e) Total years of experience in the Hardee County School System
    f) Original start date in the Hardee County School system
5. Prior to employee notification, the Superintendent or their designee shall confer with the Union and provide the above list.
6. Give fourteen (14) calendar days written notice to the employees within those positions who have been affected and to the Union before implementing such reduction.

D. The procedure to be followed for employees affected by a Reduction in Force (RIF) shall be:

1. Employees subject to RIF action shall be notified in writing at least fourteen (14) calendar days prior to the commencement of this action. Reasonable effort will be made as outlined as follows:

    a) Letter delivered to employee, if available, at their worksite

    b) HCSB email address

    c) Phone call

    d) Current mailing address (regular or summer, as appropriate)

    e) Contact HEA/United

    f) Other

2. All position changes occurring through this process will be reviewed by Superintendent as they happen.

Section 2 RECALL PROCESS

A. If employees are to be rehired, the Board shall determine the number of the positions to be filled and the number of employees to be recalled. If rehiring takes place within one year, then the employee shall be rehired within area of department in inverse order of reduction.

B. Laid off employees shall be notified of recall in writing by email or letter to current mailing address. The employee then has fourteen (14) calendar days to notify the Board of their intent. After which time the Board will be relieved of any obligation to rehire said employee.

C. Within two (2) years of layoff, no new positions shall be added to the bargaining unit unless the certification area(s) of the new positions do not match those employees who were laid off *or* until the employees who were laid off have been recalled, refused, and/or failed to accept recall. It is the sole responsibility of the employee to keep a current email and mailing address on record with the Department of Human Resources.

D. The Board may not fail to recall a laid off employee in lieu of taking appropriate disciplinary action.

Section 3 BENEFITS

A. Sick leave and vacation earned by the individual prior to layoff shall be maintained in case of return.

B. Sick leave and other benefits shall not accrue to the individual during the layoff period.

C. All insurance benefits available to the laid-off employee prior to layoff shall be made available to the employee at his/her own expense during period of layoff, not to exceed cobra limitations on length of time.

Section 4 VACANT POSITIONS

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

ARTICLE 16 - DUTY DAY

Section 1 WORK DAY/WORK YEAR

The normal work day, week, and year shall for full-time employees, be determined annually by the Board consistent with this Agreement. The normal work week, except as otherwise stated in this Agreement, shall be Monday through Friday, except as mutually agreed to by the employees and the principal/site supervisor.

Section 2 DUTY FREE LUNCH

A. Employees shall have an uninterrupted duty-free lunch period.

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

C. Emergency situations will be determined by the principal.

Section 3 BREAKS

All employees working four (4) hours or more shall receive a fifteen (15) minute break daily. Those employees working seven (7) or more hours shall receive two (2) fifteen-minute breaks, as scheduled by the employee after consultation with their principal/site supervisor.

Section 4 OVERTIME

When the Superintendent authorizes overtime work, in excess of forty (40) hours in a pay period (week), he/she shall also authorize compensation for the employee through compensatory time or wages at the rate of one and one-half (1 1/2) for all hours worked in excess of forty (40) hours per week. Overtime work shall be distributed equitably among interested and qualified employees

Section 5 OTHER THAN REGULARLY ASSIGNED SHIFT

- When the principal/site supervisor requires an employee to return to work other than his/her regularly assigned shift, the employee shall receive a minimum of two (2) hours of compensatory time.

- All Saturday and Sunday work shall be compensated at one and one-half (1½) times the employee's hourly rate for actual hours worked, or for a minimum of two (2) hours of pay, whichever is more favorable to the employee.

Section 6 FAIR LABOR STANDARDS ACT

When applicable, employees shall be paid in accordance with the Fair Labor Standards Act.

Section 7 CUSTODIAL WORKDAY STIPULATIONS

A. All custodial personnel will have a posted schedule drafted with the Principal/Site Supervisor or designee.

B. Regular custodians will be given priority over substitute custodians when substituting for the daytime custodian.

Section 8 NON-ROUTINE TASKS

When non-routine tasks are assigned that would normally be completed by other personnel, the employee shall not be negatively evaluated for the time spent on such tasks.

ARTICLE 17 - STUDENT DISCIPLINE AND CONTROL

Section 1 GENERAL RESPONSIBILITY

While on duty any Educational Support Professional, under the direction of the principal/site supervisor, has a general responsibility for student control. An employee may at any time request the assistance of the Principal/Site Supervisor.

Section 2 AUTHORITY AND RESPONSIBILITY FOR SAFE ENVIRONMENT

School employees have the authority and responsibility to establish and maintain a safe environment both in the school and on the school bus. The Principal may delegate to any bus driver transporting students of the school such responsibility for control and direction of students as he/she may consider desirable. If physical contact to maintain a safe environment becomes necessary, the means and nature of the contact shall be reported to the administration as soon as possible. Corporal punishment shall not be administered by any Educational Support Professionals.

Section 3 REFERRAL TO PRINCIPAL

A. Educational Support Professionals may refer discipline problems to the Teacher or Principal/Site Supervisor.

B. If the employee determines that the conduct of a student presents an imminent danger to the student, the employee or others, the employee shall report the situation to the Teacher or the Principal/Site Supervisor immediately.

C. The Principal/Site Supervisor will provide feedback to the appropriate employee regarding the disposition of a referral.

D. The student discipline referral form shall provide space for the referring party to comment about the facts of the case.

Section 4 SCHOOL CENTER DISCIPLINARY PROCEDURE

A. A written student disciplinary procedure, which shall be consistent with the terms of this Agreement, Board Policy, and Administrative Regulations, shall be developed in each school center.

B. A copy of the above disciplinary program will be included in the student handbook/information packet distributed at the start of each school year and a copy will be included in the faculty/staff handbook/information packet distributed to school site employees at the beginning of each school year.

Section 5 SPECIAL ASSISTANCE

When, in the judgment of an employee, a student requires special attention, the employee will notify the Principal/Site Supervisor.

Section 6 DISRUPTIVE STUDENT BEHAVIOR

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

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

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

C. An employee may send a student to the principal's office to maintain discipline in the classroom. The district referral form shall reflect recommended action from the employee to the principal. The principal shall consider the recommendation for discipline made by the employee when making a decision regarding the student referral for discipline. The principal shall be required to respond by employing appropriate discipline consistent with the student code of conduct under Florida Statute 230.23

Section 7 ASSAULT AND/OR BATTERY

A. In the event an employee is verbally and/or physically assaulted, the employee will file a written report with the principal.

B. The principal shall report to the Superintendent assaults as soon as possible, but within twenty-four (24) hours, of his/her knowledge of the incident. The principal shall investigate and file a complete report as soon as possible to the Superintendent.

C. Any student making an assault on an employee shall not be returned to the classroom without prior consultation between the principal and the employee.

D. Any student committing battery upon an employee will be suspended immediately for ten (10) days with a recommendation made by the superintendent for expulsion.

E. The employee may file charges against the student should he/she desire to do so.

F. The principal shall investigate any verbal threat made to an employee by a student or parent, as soon as possible, but within twenty-four (24) hours, of his/her knowledge of the incident. The principal shall investigate and file a complete report as soon as possible to the Superintendent if the incident is deemed to be of a serious nature.

Section 8 MAINTAINING STUDENT DISCIPLINE

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

Section 9 AUTHORITY OF SCHOOL BUS DRIVERS

A. Disciplinary actions, including suspension of students from riding on school district owned busses shall be subject to school board policies and procedures and may be imposed by the principal or principal's designee. The principal or designee may delegate any appropriate disciplinary authority to school bus drivers except for suspension of students from riding the bus.

B. The school bus driver shall have the authority to control students during the time students are on the school bus but shall not have such authority when students are waiting at the school bus stop or when students are en route to or from the school bus stop except when the bus is present at the bus stop.

C. If an emergency should develop due to the conduct of students on the bus, the bus driver may take such steps as are immediately necessary to protect the students on the bus.

D. Bus drivers shall not be required to operate a bus under conditions in which one or more students pose a clear and present danger to the safety of the driver or other students, or the safety of the bus while in operation. The school district shall have measures in place designed to protect the bus driver from threats or physical injury from students.

E. The school district may provide added security for buses transporting disruptive students to and from school or other educational activities.

F. In the case of a student having engaged in violent or blatantly unsafe actions while riding the school bus, the district shall take corrective measures to ensure, to the extent feasible, that such actions are not repeated prior to reassigning the student to the bus.

Authority F.S. 1006.10

ARTICLE 18 - PROFESSIONAL ENHANCEMENT

Section 1 LEAVE FOR UNION PRESIDENT

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

OR

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

Section 2 CALENDAR COMMITTEE

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

A. The Superintendent and the Union President shall select the committee.

B. The Committee shall make recommendations on the school calendar to the Superintendent.

Section 3 EDUCATIONAL INCENTIVES

A. Non-instructional, full-time employees, who have earned two or more years of college credit from an accredited institution, will be eligible for this supplement. The candidate must have entered an upper-level institution and declared a major in education. A minimum of six (6) semester hours must be satisfactorily completed with a grade of C or above, each fiscal year. Documentation of credit earned (certified transcript) and continuing education status must be submitted to the Personnel Department for verification prior to payment of the supplement. After the above criteria are met, the Personnel Department will forward an authorization for payment of an amount of $125.00 per month of employment, not to exceed $1,250.00 per fiscal year. (Stafford loan may be available.)

B. All educational support professionals who have received an Associate of Arts/Science degree or a Bachelor of Arts/Science degree from an accredited college or university or who have received certification and maintains a current license as an electrical journeyman will receive the following increase on the employee's base salary:

1) Associate of Arts/Science degree 4%

2) Bachelor of Arts/Science degree 5%

3) Received certification and maintains a current license as an electrical journeyman 5%

C. All Educational Support Professionals who obtain and maintain certification in the following areas will receive a stipend of $250 per certification, not to exceed two (2) certifications per fiscal year. To qualify, certifications must be relevant to the employee's current job duties, add value to the district, and submitted to the Human Resources Department (HR) and verified by the HR Department and the supervisor/director. Stipend payments may be retroactive to the date of certification or the beginning of the current fiscal year, whichever is later. Payments shall be disbursed through regular payroll cycles and will be prorated based on the employee's active employment status during the fiscal year.

1. Professional Standards for School Nutrition Program
2. Always Food Safe
3. Culinary Arts from an approved Food Service Program
4. Child Development Associate (CDA)*
5. Pesticide
6. Safety, Casualty and Sanitation Inspector
7. Automotive Standard of Excellence Certification
8. Florida Association of Pupil Transportation Vehicle Service Technician
9. Certified Nursing Assistant
10. Asbestos Certification
11. Limited Lawn and Ornamental License
12. Private Applicator Agricultural Pest Control
13. IT Certifications
14. Occupational Safety and Health Administration (OSHA) Certification
15. Crisis Prevention Institute (CPI) Certification
16. Certified Pool Operator
17. Certified Cleaning Technician
18. General Secretarial Specialist College Credit Certificate*
19. Advanced Network Administration Certification (Novell CNA, MicrosoftMcP, Cisco CCNA, Linus Network Certification) *
20. DOE Advanced School Bus Driver Trainer (DOE Certification)
21. State of Florida DMV Third Party CDL Tester
22. Building code Administrator and Inspector

Certifications marked with an asterisk (*) are grandfathered and will qualify for stipends for a maximum of three (3) years, concluding with the 2027–2028 contract year. No stipends shall be provided for these certifications beyond the 2027–2028 contract year.

The certification stipend amounts shall be reviewed as part of the annual contract negotiations and may be adjusted based on available funding, market conditions, and staffing needs.

D. Paid Internship Program

Program Qualifications and Requirements

1. The employee must be a final, Level III Intern in a degree seeking educational program.
2. The intern must have worked full-time as a contracted non-instructional employee of the district for at least two (2) consecutive years work experience immediately preceding the paid internship.
3. The intern will submit a Temporary Duty Request from the current position for the period of the internship. The intern must be performing the student teaching in one of the district's public schools.
4. The intern must sign a Statement of Commitment (see Appendix F, to work three (3) years in one of the district's public schools (or in a position otherwise agreed upon) immediately following the paid internship and awarding of the Teaching Certificate. The teacher will be subject to probationary and annual contract status provisions for each successive year of the three (3) year commitment. If the teacher is non-renewed or terminated during probation, the teacher will not have to reimburse the district.

Payroll Information

1. The district will pay the intern/employee according to their current salary rate, subject to negotiated increases, for the number of hours worked as an intern. The intern will maintain the negotiated insurance plan.
2. The intern/employee will only be paid for actual days worked during the internship period; all accrued vacation, sick, or personal leave hours will be available to the employee, but no additional leave will be available during the internship.

Section 4 PROFESSIONAL DEVELOPMENT

A. The Board will assist the Union to provide staff development opportunities for Educational Support Professionals.

B. Staff development programs that are developed by the Union and its affiliates may be offered to employees. All personnel will be eligible to apply.

C. Financial support for Union administered staff development programs will be subject to mutual agreement between the Union President and the Superintendent or his designee.

D. Release time for staff development will be by mutual agreement between the Union President and the Superintendent or his designee.

ARTICLE 19 - SUMMER SCHOOL PARTICIPANTS

Section 1 SICK LEAVE EARNED

An employee who is employed for summer session shall be granted the use of one day of sick leave per three weeks which was accrued during the regular school year, if that employee is unable to perform his/her duties in the school because of "sick leave" (as defined in Article 20, Section 1).

Section 2 SALARY

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

Section 3 PAY CHECKS

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

ARTICLE 20 - PAID/UNPAID LEAVES

Section 1 SICK LEAVE

A. Each full-time employee is credited with four (4) days of sick leave at the end of the first month of employment each year, and thereafter is credited with one (1) additional day of sick leave at the end of each month of contract employment. However, no employee may earn, during a fiscal year, more than a total of one (1) day of sick leave for each month of contract employment. The unused portion of sick leave shall accumulate from year to year. A day is equal to the number of hours earned which shall be the number of hours worked on a normal daily schedule. If an employee has a minimum number of hours guaranteed but their daily scheduled hours is greater, they shall earn the greater number. If they collect sick leave pay they shall be paid for the number of hours normally worked or the minimum whichever is greater.

B. "Sick Leave" shall be defined as personal illness or disability of the employee, or illness or death of a member of his/her immediate family.

C. "Immediate Family" shall be defined in Appendix E.

Section 2 SICK LEAVE USE DONATION

A. A district employee may authorize a spouse, child, parent, or sibling who is also a district employee to use sick leave that has accrued to the authorizing employee. The recipient may not use the donated sick leave until all of his/her sick leave has been depleted, excluding sick leave from the negotiated Sick Leave Bank (Appendix A), if the recipient participates in the Sick Leave Bank.

B. Beginning with the 2025-2026 school year a district employee may authorize any other district employee to use sick leave that has accrued to the authorizing employee.

1. To be eligible to donate, an employee must retain a minimum balance of ten (10) days of accrued sick leave after the donation is made. The district school employee may donate no more than 10 days to recipient per school year.
2. The recipient may not accrue more than 30 days in one school year and may not use the donated sick leave until all of his/her sick leave has been depleted, excluding sick leave from the negotiated Sick Leave Bank (Appendix A), if the recipient participates in the Sick Leave Bank.
3. The recipient must provide documentation, by the treating physician, of the illness, accident, or injury for which leave is requested by the employee.

C. Employees shall submit a written request for a specific number of days. Additional requests may be submitted as needed based on medical necessity. Each donation must be approved in writing by the donating employee.

D. All donated sick leave shall by irrevocable once credited to the recipient and shall not be returned to the donating employee, except in the event that the recipient employee no longer requires the donated leave due to recovery or upon a break in service from the District. In such cases, any unused donated leave shall be returned to the original donating employee(s).

E. Donated sick leave shall have no terminal pay value.

F. All required request forms and documentation are submitted to Human Resources.

G. Donations must be made in whole-day increments.

H. Any alleged abuse or misuse of donated sick leave shall be investigated by the District. If wrongdoing is substantiated, the employee shall repay all days improperly used and may be subject to disciplinary action as deemed appropriate by the Board.

Section 3 SICK LEAVE FOR DEATH or CATASTROPHIC ILLNESS

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

Section 4 SICK LEAVE BANK

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

Section 5 TRANSFER OF ACCUMULATED SICK LEAVE

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

Section 6 PERSONAL LEAVE

A. Each employee shall be provided six (6) days unrestricted personal days to be used for the employee's personal business or emergencies. A personal leave day may be used for any purpose at the discretion of the employee.

B. An employee planning to use a personal leave day or days shall notify his/her Principal/Site Supervisor at least twenty-four (24) hours in advance of his/her normal start time except in case of emergency.

C. Such personal leave shall be charged to sick leave and will not be cumulative. Unused personal leave days carry over as sick leave days.

D. Leave forms shall be available at the school/worksite offices. "Personal Leave" shall be adequate explanation for such leave.

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

A. In accordance with Hardee School Board policy, each employee shall be entitled to a maximum of ten (10) days of illness-in-the-line-of-duty leave each fiscal year when unable to perform his/her duties because of personal injury in the discharge of his/her duties or because of illness from a contagious or infectious disease contracted in his/her work, excluding common colds, flu or other sickness of this nature. Such leave shall be non-cumulative from year to year and, when approved by the Board, shall be used before charging any absence to regularly accrued sick leave.

B. The employee shall receive normal pay for the day of injury. Upon recommendation of the Superintendent, the Board will also pay normal salary to an employee who is injured on the job or has certain illnesses -in-the-line-of-duty as stated in A above for the first ten (10) working days following such illness or injury. The maximum amount of paid days shall be ten (10) days per injury with a maximum of ten (10) days per fiscal year.

C. The employee must use the regular leave form to request paid days and submit it to the Superintendent for approval. A physician's statement verifying the nature of

the injury or illness must be provided by the employee before illness-in-the-line-of-duty leave pay is granted beyond the first day. During the illness-in-the-line-of-duty leave, the Board shall continue to provide the full cost of all employee benefits for any employee who is disabled and entitled to or receiving Worker's Compensation.

D. After the ten (10) day period, the injured employee shall have Worker's Compensation benefits only.

E. When a health hazard exists at a work location that necessitates preventive action or treatment, such as taking inoculations, to protect employees, the Board will make arrangements through the Health Department or other agencies for such preventative action at no cost to the employees. If an employee presents a statement from a licensed physician or can cite recognized religious reasons not to subject himself/herself to such preventative actions as the Health Department deems prudent, the Superintendent will temporarily transfer him/her to another worksite until the threat of danger to the employee has passed.

Section 8 TEMPORARY DUTY DAYS

A. Temporary reassignment days with pay may be granted to employees for purposes stated below.

1. Attending and/or participating in professional meetings relating to educational workshops, seminars or conferences concerned with public school matters sponsored by professional organizations, colleges, universities or government or private agencies.
2. Visitation for the purpose of observing and improving professional techniques or programs.

B. The Superintendent shall make the final determination as to approval or disapproval of an application in accordance with Board Policy.

C. The Board shall provide funds for expenses, as set forth above, for temporary assignment. Employees shall give adequate notification on the proper forms and shall report the nature of the professional meeting to be attended. Forms may be obtained from the Principal/Site Supervisor.

D. After obtaining written permission from their principal and/or supervisor at least two days in advance of the event, Employees may attend awards ceremonies, classroom visitations, parent-teacher conferences, or school performances for minors with whom they stand *in loco parentis* and who attend school in the Hardee County School District, provided the Employee secures appropriate coverage for the duration of the event.

Section 9 LEAVE FOR LEGAL COMMITMENTS AND TRANSACTIONS

A. An employee who is absent because of a mandatory subpoena appearance shall incur no reduction in pay because of such appearance. A copy of the subpoena must be filed with the absence report.

B. An employee may serve on temporary assignment on jury duty without loss of pay. Any jury duty compensation shall be retained by the employee.

C. An employee released from his/her subpoena or jury duty with sufficient time remaining to return to his/her school/worksite to complete at least one-half (1/2) of his/her duty day, shall return unless released by the Principal/Site Supervisor.

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

Section 10 MILITARY LEAVE

A. Military leave shall be granted without pay, except as provided in B, E, F, G, and H.

B. Any employee who is a member of the Florida National Guard or Florida State Guard is entitled to leave of absence from his or her respective duties, without loss of pay, time, or efficiency rating, during which the employee is engaged in active duty for a named event, declared disaster, or operation. A leave of absence without loss of pay many not exceed 30 days for each emergency or disaster.

C. An employee granted such leave for military service shall, upon completion of the tour of duty, be returned to employment without prejudice. Military leave shall not be counted as year of service toward pay purposes.

D. All employees who are commissioned reserve officers or reserve enlisted personnel in the United States Military or Naval service or members of the National Guard shall be entitled to leave of absence from their respective duties without loss of pay time or efficiency rating on all days during which they shall be engaged in field or coast defense exercise or other training ordered under the provisions of the United States military or Navy Training Regulations for such personnel when assigned to active duty, provided that leaves of absence granted as a matter of legal right under the provisions of this section shall not exceed seventeen (17) days in any one (1) annual period. A copy of the orders and written evidence that effort has been made to serve the duty at a time school is not in session should be provided.

E. All employees who are called to full-time active military service and are unable to complete contractual obligations to the Board shall be paid according to the salary schedule plus supplements for the first thirty (30) days of such service. Thereafter, any such reservists shall have his/her total gross military pay supplemented up to the amount he/she was earning on the salary schedule plus supplements at the time they were called to active duty. For the purpose of administering this provision, the employee shall be required each month to provide substantiation of total gross military pay by providing copies of the "monthly leave and earnings statement" comparable certified information to the Board and shall provide a copy of his/her orders or comparable statement giving estimated length of full-time active service. Such statement shall be updated as necessary by the employee. This provision may be used in lieu of, not in addition to, temporary military leave. Accrued leaves shall continue to accrue during any employee's absence approved pursuant to this provision.

F. All employees who are called to full-time active military service will also be eligible to continue their School Board health insurance coverage by paying the employee's share of the cost of such coverage, if any.

G. During the period of leave required by the call-up the employee shall retain seniority privileges. Upon returning from leave, the employee shall receive credit on the salary schedule for the time of the military call-up.

H. An employee who has been rated by the United States Department of Veterans Affairs or its predecessor to have incurred a military-service-connected disability

and has been scheduled by the United States Department of Veterans Affairs to be reexamined or treated for the disability shall be granted administrative leave for such reexamination or treatment without loss of pay or benefits. However, such paid leave may not exceed 48 hours per calendar year.

Section 11 UNPAID LEAVE

A. An employee requesting an unpaid leave shall file a written request with his or her immediate supervisor. The granting of the request shall be at the discretion of the School Board.

B. The School Board shall not be responsible for benefits during the period of unpaid leave.

Section 12 MATERNITY/CHILD CARE/ADOPTION/PARENTING LEAVE

A. A Maternity/Child Care/Adoption/Parenting Leave without pay, not to exceed one (1) year, shall be granted an employee upon written request to the Superintendent.

B. In the case of Maternity Leave all or any portion of the leave may be charged to available sick leave.

C. The start of such leave shall be at the discretion of the employee. Except in case of emergency, the employee shall give written notice to the Superintendent at least thirty (30) calendar days prior to the date on which leave is expected to begin.

D. Maternity Leave return date shall be established in the request for leave. The return date may be altered through mutual agreement with the Superintendent, a twenty (20) working day notice being provided for any leave in a "school year". Leave extensions impacting the following "school year" will require notification to the Superintendent prior to April 1. When an emergency occurs, special consideration shall be given by the Superintendent to waive the time constraints.

E. An employee may request in writing an additional year of Child Care Leave under the conditions described in D. above.

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

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

Section 14 RETIREMENT CREDIT

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

Section 15 INSURANCE COVERAGE

Any employee granted a leave of absence as provided in this Article shall be given the opportunity to continue insurance in the existing School Board programs during the leave, provided that the premiums for such insurance programs be paid by the employee on a monthly basis in advance of the month due.

Section 16 EXPERIENCE CREDIT

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

Section 17 NOTIFICATION OF RETURN

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

Section 18 DURATION OF LEAVE

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

Section 19 RETURN FROM LEAVE

A. Once a requested leave is granted, early return will be at the discretion of the School Board.

B. If the requested leave is for less than half the employee's contracted work year, the employee shall be returned from leave to his/her former position.

C. If the requested leave is for half the employee's contracted work year or more, the employee shall be returned from leave to his/her former position, if available, or to a substantially similar position for which he/she is fully qualified and certified.

D. If the leave is for more than two (2) consecutive years, the employee shall be returned to his/her former position or to a substantially similar position, if available, for which he/she is fully qualified.

E. Personal leave without pay requests will not be for more than one (1) school year (from July 1st through the following June 30th) but may be extended with the approval of the School Board. Such leave will not be available for the purpose of accepting employment of a permanent nature. Requests for leave to take another position for salary shall be denied unless there are extenuating circumstances that are acceptable to the Board. If during an approved Leave of Absence, the employee takes another position for salary, the Leave of Absence will be rescinded and employment terminated.

Section 20 SABBATICAL LEAVE

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

Section 21 VACATIONS

A. Employees of a twelve (12) month contract shall accrue vacation leave as follows:

1. Less than ten (10) years' service - one (1) day per month.
2. Over ten (10) years - one and one-fourth (1 1/4) days per month.
3. Vacation time may be accumulated to a maximum of sixty (60) days.

B. An employee's vacation will be scheduled by the Principal/Site Supervisor after consultation with the employee. Seniority will be used as a primary factor in resolving conflicts.

C. Upon termination of employment, the effective date of departure may be post-dated or the employee may receive payment for unused vacation days.

Section 22 BEREAVEMENT LEAVE

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

Section 23 HOLIDAYS

Employees shall be granted holidays according to the annual calendar adopted by the Board.

Section 24 EMERGENCY SCHOOL CLOSING AND RETURN POLICY

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

Section 25 EMERGENCY HURRICANE LEAVE

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

1. All employees may be recalled for duty.

2. Employees on leave the day before the "Declared Emergency" and extending into the period or through the emergency to one day after shall remain on leave out of the possible rotating duty assignment.

3. Any employee not able to report to work as directed during a "Declared Emergency" is on leave.

4. Non-Instructional employees who work as directed during a "Declared Emergency" will be compensated in addition to their normal workweek for hours worked. They will receive their normal pay plus the hourly pay for the work on that day. Time and one-half (1 ½) will be paid for any hours over the forty (40) hour workweek. The pay can be substituted with compensatory time at the option of the employee. These payroll payments will be made from school district.

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

1. They were unable to return to work because they evacuated the area;

2. They suffered damage to their residence;

3. They were providing assistance to a family member whose residence was damaged in the hurricane;

4. They were requested to participate in relief efforts and are recommended for leave by their supervisor;

5. There were other hurricane related circumstances which are documented and they are recommended for leave by their supervisor.

6. The request must be approved and recommended by the superintendent. In no event shall such lead exceed ten (10) days. Emergency Hurricane Personal Leave when granted shall not be deducted from the employee's sick leave.

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

ARTICLE 21 - DISCIPLINARY ACTIONS

Section 1 ACTIONS COVERED

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

Section 2 REVIEW OF INFORMATION

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

Section 3 INFORMATION PROVIDED

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

Section 4 TIME TO PREPARE

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

Section 5 PREVIOUS ACTS

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

Section 6 JUST CAUSE

A. The discipline, dismissal, demotion and suspension of any employee shall be for just cause, substantiated by sufficient documentary evidence which supports the recommended disciplinary action.

B. Where just cause warrants such action(s), an employee may be demoted, suspended or dismissed upon recommendation of the immediate supervisor to the Superintendent of Schools. Except in cases that constitute a real immediate danger to the district, progressive discipline shall be administered.

C. Progressive discipline shall be administered as follows:

1. Verbal reprimand (Written notation in Site File).
2. Written reprimand (Filed in Personnel and Site File).
3. Suspension with or without pay.
4. Dismissal.

Section 7 REMOVAL OF REPRIMANDS FROM SITE FILE

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

Section 8 REMOVAL OF LETTERS OF REPRIMAND

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

ARTICLE 22 - GRIEVANCE PROCEDURE

Section 1 DEFINITIONS

A. The "grievant" is an employee, a group of employees, or the Union filing a grievance.

B. The Union retains the right to file a grievance on any misapplication of this Agreement or on practices and policies affecting the terms and conditions of employment.

C. "Grievance" shall mean an alleged violation of a specific article or section of this Agreement.

Section 2 PROCEDURE

A. **Informal Step**

The employee either alone or with authorized representative shall request a meeting to discuss an alleged grievance with his/her supervisor, or his/her designee with the objective of adjusting the grievance informally. Said request shall be made to the supervisor involved no later that twenty (20) days after the incident first occurred or knowledge of said incident by the grievant. A meeting under this step shall take place within five (5) working days after such a request. If the grievant is not satisfied with the disposition of the grievance, the grievance may be taken to Step One of the formal procedure.

B. **Formal Steps**

1. *Step One*
   The grievant shall present the grievance to the administrator involved no later than ten (10) working days after the informal meeting or, in the absence of such meeting, no later than fifteen (15) working days after the request for a meeting. The administrator or his/her designee shall submit a written response to the grievant within ten (10) working days after submission of the grievance. The grievance form is in Appendix C.
2. *Step Two*
   If the grievant is not satisfied with the disposition of the grievance in Step One, he/she may submit it to the Superintendent no later than ten (10) working days after the written response in Step One. The Superintendent shall submit a written response to the grievant no later than ten (10) working days after submission of the grievance in this step.
3. *Step Three*
   If the grievant is not satisfied with the disposition of the grievance from District level II hearing, the grievance may be referred to mediation. The grievant/association and the district may mutually agree to submit a grievance to mediation. The grievant/Association shall notify the District in writing within six (6) duty days of the conclusion of Step II of the grievant/Association's desire to move the grievance to mediation. The District shall respond to the request for mediation within ten (10) duty days of the written request.

a. Within ten (10) duty days following the agreement of mediation, the grievant/Association shall request mediation services with FMCS. The

mediation conference shall be scheduled at a mutually convenient location and time.

b. There shall be one designated spokesperson from each party at the mediation conference.

c. The mediator shall have the authority to meet separately with either party, but shall not have the authority to compel the resolution of a grievance.

d. The presentation of facts and considerations shall not be limited to those presented at Step Two of the grievance procedure. However, new information shall be shared between the parties prior to the mediation conference. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made.

e. Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance solely for the purpose of statistical analysis.

f. Resolution through such mediation shall be reduced to writing and signed by all parties to the grievance.

4. *Step Four*

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

Section 3 RULES

A. A party to a grievance proceeding shall have the right to representation of his/her choice at any step of the informal and formal proceedings. The grievant shall not be required to discuss any grievance if the grievant' s representative is not present. An employee may avail himself/herself of the grievance procedure in person or by counsel and have such grievance adjusted without intervention of the Union provided that:

1. The adjustment is not inconsistent with the terms of this Agreement; and
2. The Union has been given reasonable opportunity to be present at any meeting called for in the resolution of such grievance.

B. At any step of the grievance procedure, the time limits may be extended by mutual agreement of the Parties to the grievance. Consent shall not be unreasonably withheld. Absences from duty, not to exceed ten (10) working days for legally prescribed reasons shall automatically extend the time limits equal to the number of days of such absence.

C. Except in cases that constitute dangerous and hazardous conditions, directives from administrators shall be complied with pending resolution of any dispute.

D. If a dispute exists concerning the arbitrability of an issue to arbitration, the issue of arbitrability shall be the first issue before the arbitrator, and no other matter will be

considered by the arbitrator until he/she has issued his/her findings on the question of arbitrability.

E. The arbitrator shall have no power to add to, to subtract from, modify or alter the terms of this Agreement, nor shall the arbitrator have the power to arbitrate any matter implied or expressly excluded from arbitration.

F. Neither the Board nor the Union will be permitted to assert before the arbitrator any ground or evidence which was not previously disclosed to the other Party except where a Party was unable to produce said grounds or evidence prior to Step Three. Such grounds and evidence shall be disclosed to the other Party between Step Two and Step Three, the arbitration hearing. The admissibility of such evidence shall be decided by the arbitrator prior to proceeding with the grievance hearing.

G. Step One and/or Step Two of the grievance procedure may be bypassed by mutual agreement of the grievant and the Superintendent. The grievance shall then be brought directly to Step Three.

H. The Parties will cooperate in the investigation of any grievance and will, except as limited in Article 11 (Personnel Record), furnish each other such requested information for the processing of any grievance provided the information is not legally restricted or work product related to the grievance or contract negotiations.

I. No reprisals or recriminations of any kind shall be taken by the Board, Administration or Union against any employee because of his/her participation or non-participation in the procedures set forth in this Article.

J. Each party shall bear the full cost for its representation in the arbitration. The cost of arbitrator, all stenographic and other expenses will be divided equally between the Parties.

K. Election of Forum (Non-duplication of Remedies): The commencing of legal proceedings against the Board in a court of law of equity, or before the Public Employees Relations Commission, or other administrative agency, by an employee, employees or the Union of its/their right to resort to the grievance and arbitration procedure contained in this Agreement for resolution of the alleged violation or violations of the express terms of this Agreement.

L. Grievances and answers thereto submitted pursuant to this grievance procedure shall not be placed in an employee's permanent personnel file but will be maintained in a separate file containing grievance records.

M. The grievant shall have the unequivocal right to stop a grievance completely at any informal or formal step of the grievance process.

N. Any relief granted prior to Step Two requiring the expenditure of Board funds which is not in accordance with Florida Statutes, DOE Regulations or Board Policies shall be void at that level but may be carried to Step Three, if appropriate. Any relief granted prior to Step Two shall not be deemed to establish past practice, custom precedent, or usage as to any other circumstances or occurrences without the express approval of the Superintendent.

ARTICLE 23 - TERMINAL PAY AND EARLY RETIREMENT

Section 1 TERMINAL PAY

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

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

B. Only sick leave earned in Hardee School District shall be considered when calculating terminal sick pay. Sick leave is assumed to be used on a first earned first used basis.

C. Terminal pay to all eligible employees shall be made to a 401(a) Qualified Retirement Plan to be selected jointly by the Board and the Union. Payments shall be made in accordance with Federal regulations.

D. In the event the Board and the Union negotiate an end to the 401(a) program, terminal pay will revert to the percentages outlined in F.S. Chapter 1012.61 multiplied by seventy-five percent (75%).

E. Ownership of the 401(a) account shall belong to the employee.

Section 2 DEFERRED RETIREMENT OPTION PROGRAM (DROP)

A. Employees enrolled in DROP will no longer earn FRS retirement credit even though he/she continues as an employee in a regular established position for the established drop period.

1. Accumulated vacation will be paid at the rate of one hundred percent (100%) of the current rate of pay at the declaration of DROP.

2. Vacation will continue to accrue at the normal rate per month. At the end of the DROP period the maximum accumulated vacation eligible for compensation during the DROP period shall be 15 days.

B. At the declaration of DROP, accumulated sick leave shall be paid for unused sick leave at ninety percent (90%) of the current rate of pay. Payment shall be evenly distributed over the DROP employment period.

1. In the event the Board and the Union negotiate an end to the 401(a) program, accumulated sick leave shall be paid for unused sick leave at eight five percent (85%) of the current rate of pay.

C. While enrolled in DROP the employee will continue to accrue sick leave time. The Board shall provide terminal pay to an employee at termination of the DROP period. Such terminal pay shall be an amount determined by the final daily rate of pay of employment at termination or death multiplied by eighty percent (80%) of the employee’s accumulated leave days.

1. In the event the Board and the Union negotiate an end to the 401(a) program, terminal pay shall be an amount determined by the final daily rate of pay of employment at termination or death multiplied by seventy-five percent (75%) of the employee's accumulated leave days.

D. Terminal pay to all eligible employees shall be made to a 401(a) Qualified Retirement Plan to be selected jointly by the Board and the Union. Payments shall be made in accordance with Federal regulations.

E. Ownership of the 401(a) account shall belong to the employee.

Section 3 RETURN FROM THE DEFERRED RETIREMENT OPTION PROGRAM DROP

A. Employees returning from DROP or normal retirement shall be granted the same number of years' experience as a new hire to the district would be granted as found in Appendix B. A step will be granted any year employees are granted a step. No retroactive steps will be awarded.

B. Employees who returned from DROP prior to July 1, 2010, and who were employed by HCSB, shall remain at their current step.

C. All employees reemployed after DROP will be on annual contract and recommended at the superintendent's discretion.

Section 4 EARLY RETIREMENT AND RETIREMENT INCENTIVE COMMITTEE

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

ARTICLE 24 - INSURANCE

Section 1 HEALTH INSURANCE

A. The Board agrees to provide employees with hospitalization, health insurance, a vision care program, dental insurance and life insurance programs. Any change in benefits or premium shall be negotiated prior to implementation.

B. Health insurance will be effective for eligible new employees on the first of the month following thirty (30) calendar days after the first duty day date.

C. The District-sponsored vision care program is voluntary; employees cover 100% of vision premiums by payroll deduction.

D. The following are monthly employee and Board contributions for the District-sponsored dental plan:

	Monthly Employee	Monthly Board
Employee	$18.00	$20.31
Employee + spouse	$55.64	$20.08
Employee + child	$40.14	$34.96
Family	$64.50	$48.03

E. Effective October 1, 2025, eligible employees shall be offered the district sponsored medical plan through UMR.

1. The employee annual premium share will be paid by two payroll deductions per month, pro-rated for those who work less than their contracted period.

   Employees who qualified for the District's Wildcat Wellness Contribution Share (WWCS) will have their monthly payroll deduction reduced by $50.00. Employees and spouses who both qualified for the WWCS will have the employee's monthly payroll deduction reduced by $100.00

Plan	Tier	Monthly premium effective 10/1/2025	Employee PR deduction	Employee deduction monthly	Premium paid by School Board
UMR Buy Up	Employee	$1,142.44	$116.78	$233.56	$908.88
UMR Buy Up	Employee + spouse	$2,364.84	$586.46	$1,172.91	$1,191.93
UMR Buy Up	Employee + child	$2,147.78	$354.18	$708.36	$1,439.42
UMR Buy Up	Family	$3,627.24	$618.02	$1,236.04	$2,391.20
UMR Base	Employee	$1,114.39	$86.06	$172.11	$942.28
UMR Base	Employee + spouse	$2,306.77	$514.39	$1,028.77	$1,278.00
UMR Base	Employee + child	$2,095.04	$293.11	$586.21	$1,508.83
UMR Base	Family	$3,538.17	$514.39	$1,028.77	$2,509.40
UMR Buy Down	Employee	$1,088.67	$29.64	$59.27	$1,029.40
UMR Buy Down	Employee + spouse	$2,253.54	$389.84	$779.68	$1,473.86
UMR Buy Down	Employee + child	$2,046.69	$184.01	$368.01	$1,678.68
UMR Buy Down	Family	$3,456.53	$329.70	$659.39	$2,797.14

The School Board share is $1,250 per month or $15,000 per year for a full-time employee.

2. The School Board will also provide an HRA account equal to $100/ month, pro-rated for employees who work less than their contracted period. Any unused balance up to 50% after the runout period will carry over to the following plan year. The maximum amount to accumulate is $2,500.

Section 2 INSURANCE REVIEW COMMITTEE

A. The Superintendent shall upon ratification of this Agreement appoint members to the Insurance Review Committee for the purposes of:

1. Determining options available in keeping with current and projected cost.
2. Determining adequacy of and delivery of plan coverage and benefits.
3. Making recommendations as soon as possible after finalizing and any changes necessary.
4. Provided four-fifths of the committee members agree to the recommendations, they shall be made directly to the collective bargaining members for ratification and then to the School Board for approval or refer them back to the Insurance Review committee for consideration.
5. All collective bargaining ratification and School Board action related to the Insurance Review Committee shall occur no later than sixty (60) days prior to the start of Open Enrollment.

B. The Review Committee shall consist of:

1. Two members appointed by the Superintendent.
2. Two employees appointed by the Union President.
3. One school board member appointed by the Chairman of the School Board.

C. Insurance Wellness Initiative Committee

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

Section 3 INSURANCE COVERAGE

A. Health Insurance

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

B. Insurance Conversion Privilege

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

Section 4 COBRA PROVISIONS

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

Section 5 EMPLOYEE ASSISTANCE PROGRAM

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

A. Employee Assistance Program Rights

1. Job security will not be jeopardized by referral to the Employee Assistance Program, whether the referral is considered a voluntary referral, in which an employee elects to participate in the program, or a supervisory referral in which a supervisor uses adopted guidelines to refer an employee into the program.
2. An employee has the right to refuse referral into the program and discontinue participation at any time. Failure by an employee to accept referral or continue with treatment will be considered in the same manner as any factor that continues to affect job performance adversely.
3. Requests for participation in the Employee Assistance Program will be made to the Superintendent of Schools or designee.
4. The Superintendent of Schools or designee will maintain a list of programs/facilities for rehabilitation or counseling which are covered by our insurance.

B. First Requests for Assistance

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

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

C. Second Request for Assistance

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

ARTICLE 25 - SALARIES

Section 1 SALARY SCHEDULE

The salary of each employee covered by this Agreement is set forth in the Grandfather Salary Schedule posted on the District Website and made a part of the Collective Bargaining Agreement.

Hardee School District
Possible District Offer #2 12/10/2025
FY 2025-26

		Cost to General Fund 900	Cost to All Funds
ESPs			
Increase base pay by ~~$.60~~ $.60 per hour	$0.60	$ 190,468	$ 265,412
~~One step to eligible employees, retroactive to 7/1/2025~~			
~~New hire bonus of $500 to eligible ESPs (see details)~~			
Classroom substitute more than 25 hours during a quarter receives $3.50 (up from $3.30) per hour		443	443
Increase Personal Assistant (Rank 66) pay for steps 0-16 to be $1.00 per hour more than Paraprofessionals (Rank 67)		1,573	4,419
Stipend of $250 per specified certification, up to two. Instead of 1%		(1,800)	(1,760)
		$ 192,484	$ 270,273
Instructional			
Increase base pay by ~~$.75~~ $.82 per hour- performance pay, grandfathered and hybrid. Not ROTC or long-term subs.	$0.82	$ 364,106	$ 420,649
Performance pay of $50 effective and $100 highly effective for grandfathered. Performance pay of $75 effective and $125 highly effective for performance pay, hybrid and ROTC. About 15 instructional are new and will not get performance pay in 2025-26. Using $100 average.		29,156	33,485
~~New hire bonus of $1,000 to eligible instructional (see details)~~			
New supplement of $1,200 to self-contained ESE teachers		23,363	23,363
Change supplement for Peer Teacher 2 @ $2,000 instead of 7 @ $1,343		(6,572)	(6,572)
		$ 410,053	$ 470,926
Administrators- due to indexing		$ 52,868	$ 62,821
Total		**$ 655,405**	**$ 804,020**
Total District Offer #2 pay and benefit cost vs. $653,244 available		$ (2,161)	

	At August 2025	After TSIA and $.82 per hour increase
Beginning teacher annual salary	$49,531	**$51,241**

Pay increases at common hours paid	Hourly inc	Annual increase
196 days and 7.5 hours per day= 1,470 hours	$0.82	$1,205
196 days and 7.5 hours per day= 1,470 hours	$0.60	$882
261 days at 8 hours per day= 2,088 hours	$0.60	$1,253
223 days at 7.5 hours per day= 1,672.5 hours	$0.82	$1,371
223 days at 7.5 hours per day= 1,672.5 hours	$0.60	$1,004
Previous- TSIA for instructional in 2025-26	$0.34	$505

District offer 2 12-10-25 Retro to 7/1/25

Section 2 METHOD OF PAYMENT

A. Number of Payments
Each employee will be paid in twenty-four (24) installments.

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

C. Exceptions

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

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

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

F. Suncoast Credit Union
The Board agrees to provide deductions to the Suncoast Credit Union.

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

Section 3 PRE-TAX DOLLAR EXEMPTION

All full-time personnel shall be entitled participate in a voluntary employee Section 125 Flexible Benefits Plan which will include products agreed upon by both the School Board and Union. The administrator shall be named agent of record for all pre- and post-tax cafeteria benefits included in the 125 plan. Any direct administrative cost of this optional benefits plan will be paid by the participating employee(s).

Section 4 COMPENSATION FOR FIELD TRIPS

A. Bus operators will be paid for field trips under this section at their regular rate of pay. Extra trips shall be factored for overtime. Operator’s compensable time shall begin at the time the operator is required by the employer to report and shall end upon return to the compound with 30 additional minutes given for preparation and all other required duties.

B. FIELD TRIPS

1. Drivers may sign on/off the field trip list no more than two times per year. If a trip or trips has/have already been assigned and you remove yourself or are removed from the list, you shall forfeit those trips. The district transportation department shall provide a form for this purpose.

2. Field trip drivers must have 1 year of bus driving experience for in-county field trips, have driven in Hardee County for a minimum of 1 year out-of-county field trips.
3. Field trips shall be assigned in the Transportation Department no more than thirty (30) days in advance of the trip. In as much as possible, drivers will be assigned at least three (3) days in advance of the trip. If a trip is assigned with less than four (4) hours' notice, a refusal shall be excused.
4. Field trip assignments shall be from two (2) seniority lists kept at the bus compound; one for in-county trips and one for out-of -county trips. In the event no in-county driver is available for a trip, an out-of-county driver may be assigned using the seniority list.
5. Trips shall be assigned in seniority order starting with the most senior driver/attendant. Once assigned the next most senior driver/attendant moves up for the next available trip. This process will continue through April of each year. The Association President/designee shall have access to the process and data for verification purposes upon notice to transportation department ahead of time.
6. If the next person on the list refuses or is otherwise unavailable they shall move to the next person on the list. The hours they would have accumulated shall count in equity of hours.
7. Starting with May trips (April assignments), every effort shall be made to equalize the hours trip drivers/attendants have accumulated. Assignments shall then be given based upon equalizing accumulated hours. This applies to drivers who have been on the trip list all year. All other drivers shall only be assigned through the normal rotation.
8. Any operator who refuses more than three (3) trips will be dropped from the contact (rotation) list for the remainder of the year. Any trip not accepted by an operator within one (1) work days' notice will not be considered a refusal. Approved leave from duty does not constitute a refusal. If a trip is assigned and then canceled the operator will receive a minimum of one (1) hour show-up pay at the field trip driving rate if they were in-route or already at the point of departure.
9. Only contracted bargaining unit employees shall be assigned field-trips except in an emergency where the assigned employees are no-call no-show or illness/other emergency and no bargaining unit employee is immediately available. The rotation list does not apply in emergency situations.
10. No volunteer drivers shall be allowed for any district approved field-trip unless a trip driver is unavailable.
11. No employee shall be assigned a field-trip during a regularly scheduled route unless it is longer than their normal route.

Section 5 PAYCHECK INFORMATION

A. The School Board shall make available on its website a legend for the payroll deduction codes used for payroll purposes.

B. The School board shall post on their website all employees' information clearly identifying the source and gross amount of any income other than normal wages included in the current payroll in a searchable PDF format.

ARTICLE 26 - MISCELLANEOUS

Section 1 MODIFICATION OF AGREEMENT

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

Section 2 SEVERABILITY CLAUSE

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

Section 3 PRODUCTION OF EDUCATIONAL MATERIALS

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

Section 4 ABSENCES

Employees shall not be required to arrange for substitutes in the event of their absence. When an employee finds it necessary to be absent, he/she shall be responsible to notify the Principal/Site Supervisor the night before or not later than one (1) hour prior to the time the employee is scheduled to report for duty. In the event an Extreme emergency arises which make sufficient prior notice impossible, and exceptions shall be made in cases of extreme emergencies such as a sudden incapacitation, illness or accident, the employee shall notify their site supervisor/Principal as soon as possible. An employee absent from work for three consecutive working days without notification to their supervisor or without appropriate authorization will be considered as having abandoned their employment without notice, unless the employee is able to show they were unable to fulfil their obligations under this section through no fault of their own. The supervisor will make all reasonable efforts to contact the employee during the three days period of un-notified absence. On the next business day after the 3 days, written notice of termination due to job abandonment shall be sent to the employee at their last known address on file with the District.

Section 5 FINGERPRINTING

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

Section 6 PAYROLL DEDUCTION SLOTS

A. The board will provide four (4) payroll deduction slots to be used by HEA/United for its designated economic services. One payroll slot will be used for pre-tax benefits such as tax deferred annuities; a second payroll slot will be used for insurance; investments, and other post tax advantages; and the third slot will be used for automobile/homeowners coverage; and the fourth slot for BMG Loans at Work.

B. The Board shall not require HEA/United provide a minimum number of applicants to activate the payroll deduction slots.

C. HEA/United agrees to hold the Board harmless for any claims arising out of the use of the payroll deduction slots described, except where a claim is attributable to an error on the part of the Board.

ARTICLE 27 - EFFECT OF AGREEMENT

Section 1

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

Section 2

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

ARTICLE 28 - MULTI-YEAR PROVISIONS

Section 1 CONTRACT TERMS

The Hardee County School Board and the Hardee Education Association/United agree to a three-year contract effective July 1, 2024 through June 30, 2027 provided however:

A. By mutual consent, the parties may for good cause reopen items contained in the Agreement or introduce new items as appropriate.

B. Each school year, either party may reopen negotiations for monetary items plus up to three non-monetary items each and for such other issues for which there is mutual consent to negotiate.

Section 2 MONETARY ITEMS

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

Section 3 MUTUAL CONSENT

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

Section 4 ITEM DEFINITION

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

ARTICLE 29 - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2024 and shall continue in effect until June 30, 2027.

This Agreement may be extended only in writing.

This Agreement may not be assigned by either party.

IN CONSIDERATION OF THE MUTUAL COVENANTS THIS AGREEMENT IS MADE AND ENTERED INTO THIS_____day of_____, _____, BY AND BETWEEN THE HARDEE EDUCATION ASSOCIATION/UNITED AND THE SCHOOL BOARD OF HARDEE COUNTY, FLORIDA.

Hardee Education Association/United and School Board of Hardee County

President

Dakota Richards (Apr 21, 2026 10:03:46 EDT)
Team Member

Sharon B Ussery
Team Member

Missy Massey
Team Member

Team Member

Team Member

Superintendent

Board Member

Board Member

Board Member

Board Member

Board Member

APPENDIX A - SICK LEAVE BANK

Section 1 PURPOSE

A. Beginning with the school year, 1979-80, and modified in 2025-2026, a Sick Leave Bank is established for the purpose of providing sick leave with pay for employees of the Hardee County School Board during periods of personal prolonged illness, accident or injury not otherwise compensated by the Board. For the Sick Leave Bank, the term employee shall be defined as any full-time employee of the Hardee County School Board.

B. The Sick Leave Bank shall function under rules and procedures administered jointly by a committee comprised of HEA/United President, or designee, and two HEA/U members appointed by the HEA/U President, and three (3) members appointed by the Superintendent or designee.

C. The Sick Leave Bank shall also function under the Employee's Assistance Program as a means by which employees can request a leave of absence to participate in a rehabilitation program or for counseling. Due to the sensitivity and confidentiality of the request, one union member and one member appointed by the Superintendent shall approve said request.

D. Any alleged abuse or misuse of the Sick Leave Bank shall be investigated by both parties. If the investigation results in finding of wrongdoing, the employee, the district administration and the bargaining agent, HEA/U, shall be notified. The employee, if found guilty of wrongdoing, shall repay all sick leave days drawn from the bank and shall repay all sick leave days drawn from the bank and shall be subject to such disciplinary action as deemed appropriate by the Board.

Section 2 INITIAL MEMBERSHIP REQUIREMENTS

A. All employees who have been employed full-time for at least one (1) year and who have accumulated four (4) days of sick leave are eligible to join the Sick Leave Bank.

B. Employees may join the Sick Leave Bank by:

1. Voluntarily contributing one (1) sick day of their sick leave and,
2. Enrollment shall be completed on the appropriate form developed by the School Board of Hardee County.
3. Returning the form to the School Board of Hardee County during the first thirty (30) working days at the beginning of the school year.
4. Eligible employees hired or returning from leave after the beginning of the school year shall have thirty (30) working days to return the form to the School Board of Hardee County.

C. Members who have already contributed one (1) day to the Sick Leave Bank shall automatically remain members of the Bank without further contribution unless as may be required under Section 6 of this Agreement.

D. The Hardee County School Board shall oversee open enrollment at the start of each school year and shall provide replenishment notifications when the available balance of days approaches depletion.

Section 3 WITHDRAWAL PROCEDURES

Participating members who are currently full-time employees and who are forced into an extended absence from employment because of his/her own catastrophic illness or

accident (excluding workers compensation cases) are eligible. The following criteria must be met when applying to the Sick Leave Bank committee established by the Union for withdrawal of days from the Sick Leave Bank.

A. Any employee requesting withdrawal from the Sick Leave Bank who is forced into and extended absence from employment because of his/her catastrophic illness or accident (excluding workers compensation cases) will file an application on the proper form accompanied by a physician's statement which shall include the number of days the employee must be absent from work and the nature of the illness or injury.

B. Any employee requesting withdrawal from the Sick Leave Bank to participate in a rehabilitation program or counseling must provide documentation of enrollment in said rehabilitation program or counseling and any other materials requested.

C. Exhaustion of all personal sick leave days and any other form of sick leave such as, but not limited to, illness-in-the-line-of-duty.

D. Has been absent without pay for at least six (6) consecutive working days as a consequence of the illness, accident, or disability.

E. Be absent from work for at least seven (7) days, six (6) days of which shall not be eligible for compensation under (c). The six (6) day waiting period may be paid days by donated leave days from other employees if the employee so chooses to accept the donation of days subject to the guidelines for leave transfer.

F. Application for use of the Bank for elective surgery shall not be considered.

Section 4 MAXIMUM NUMBER OF DAYS

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

Section 5 APPEAL PROCEDURE

An applicant for the use of the Bank who is denied use may appeal the denial to a review committee which shall be composed of one member appointed by HEA/U and two members appointed by the Superintendent.

Section 6 MAINTENANCE OF THE SICK LEAVE BANK

The Sick Leave Bank shall be activated when a minimum of 150 days have been deposited. No further contribution shall be required of participating members unless the Bank is depleted below sixty (60) days. In such case, all participating members shall be informed of the requirement to contribute an additional day to the pool each time the Bank is depleted to continue membership in the Bank.

Participating members who do not have an additional day accrued at the time of replenishment may contribute the next available sick leave day and remain eligible for membership in the Bank.

Section 7 DURATION OF AGREEMENT

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

Section 8 BOARD REVIEW

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

APPENDIX B – EXPERIENCE CREDIT MATRIX

	UP TO 7 YEARS	UP TO 5 YEARS	UP TO 3 YEARS	1 YEAR
JOB CATEGORY	**FL PUBLIC EDUCATION EXPERIENCE OR FL LICENSED**	**IDENTICAL**	**SIMILAR**	**SUB**
BOOKKEEPER/ FINANCE	FL school with min. of 7 yrs. experience. 7+ yrs. in private sector trained in all areas of job description. (School-related)	5 yrs. or more experience & training as a bookkeeper for Large Corporation or Business. Meets requirement of job duties.	3 yrs. or more experience & training as a bookkeeper for smaller business but possesses skills to do bookkeeping for educational operations.	0 years
CUSTODIAN	FL school transfer as a Custodian	5 or more yrs. performing duties of a custodian for a Large/Commercial business. Skilled & experienced. Meets all job requirements.	3 or more years of work or experience in custodial area on a smaller scale. Must meet job requirements.	1 year
DATA ENTRY	FL school transfer as Data Entry/Computer Operator	5 or more yrs. extensive data entry training and experience in areas of job description for Large Corporation or Business. Meets all requirements of job description.	3 or more years of work & knowledge in computers Familiar and versed on reports & programs. ; Meets all job requirements.	0 years
FOOD SERVICE	FL school transfer in food service	5 or more yrs. in Management & preparation of food on large/commercial scale or managed business. Skilled & experienced. Meets all job requirements.	3 or more years on a smaller scale - business or group food preparation. Meets all job requirements.	1 year
LAW ENFORCEMENT/ SECURITY OFFICER	FL school transfer. Licensed & experienced in the field of law enforcement security officer Min. of 7 yrs.	FL Licensed law enforcement officer with a minimum of 5 years' experience in area.	FL Licensed law enforcement officer with a minimum of 3 yrs. experience in area.	0 years
MAINTENANCE *(Licensed)*	7 or more yrs. in FL Schools or private practice.	Licensed/Certified with 5 or more yrs. experience & training in area. Meets all requirements of job description.	Licensed with experience in area. Minimum of 3 yrs. experience. Meets all job requirements.	0 years
MAINTENANCE *(Unlicensed)*	FL School transfer as a Maintenance worker.	Extensive skills and work experience in all areas squired of job description. Minimum of 5 yrs in field.	Minimum of 3 years work experience in specific area. Up to 3 yrs. experience in field.	0 years
MECHANIC	FL School transfer or FL licensed/ certified up to 7 years.	Certified and trained in area of mechanics of specific area. Up to 5 yrs. experience required.	Certified and trained with experience in specific area up to 3 yrs.	0 years

RECEPTIONIST	FL school transfer in specific area of school receptionist	5 yrs. or more experience as a receptionist. Meets all requirements of job description. Prefer school knowledge.	3 yrs. or more experience performing duties of job description.	0 years
SECRETARY (County Level or School Based) CLERK	FL School transfer in area	5 yrs. or more experience in performing duties required of position. Must possess all skills of job description in specific location.	3 yrs. or more experience performing duties of position. Possesses skills required of job description	0 years
TRANSPORTATION/ Bus Driver	FL School transfer/ FL CDL Required	Licensed & extensive training & experience in transportation. Minimum of 5 years experience. Prefer with children.	Licensed with experience in area. 3 yrs. min. Must meet job requirements.	1 year
TUTOR	FL School transfer as a tutor	5 or more yrs. experience & training as a tutor such as one on one, group, rehab. center, or any teaching assistance situation. Meets all requirements of job.	3 or more yrs. experience performing duties as outlined in previous category. Must meet all requirements of job description.	1 year

APPENDIX C – GRIEVANCE FORM

SCHOOL BOARD OF HARDEE COUNTY

Name(s) of Grievant(s):

Work Site:

Address: **City:** **Zip Code:**

Phone:

Date of Informal Level Discussion with Administrator/Supervisor

Grievance Level I: Date Filed:
Grievance Level II: Date Filed:
Grievance Level III: Date Filed:

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

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

Date of Alleged Violation:

Statement of the Grievance:

Relief Sought:

Grievant(s) Signature(s)

Grievance Level I:
Date Received by Administrator/Supervisor: _____

Position of Administrator/Supervisor: _____

_____
_____
_____
_____

Grievance Level II:
Date Received by Superintendent: _____

Position of Superintendent/designee: _____

_____
_____
_____
_____

Grievance Level III: (Mediation)
Date Received by Superintendent: _____

Mediation Request: Approved Denied

Grievance Level IV: (Arbitration)
Date Received by Superintendent: _____

APPENDIX D MOU'S

MEMORANDUM OF UNDERSTANDING Between

The School Board of Hardee County And

The Hardee Education Association/United

The School Board of Hardee County and Hardee Education Association/United enter this Memorandum of Understanding for the Instructional Support Evaluation process.

WHEREAS: The School Board of Hardee County, herein after referred to as SBHC, and the Hardee Education Association/United, herein after referred to as HEA/U, recognize and declare that providing a quality education for the students of Hardee County is their mutual goal, that the welfare and morale of the district's non-instructional employees play an important part in meeting this goal.

WHEREAS: The ESP Evaluation Committee updated evaluation instruments and processes to ensure reliability and validity.

NOW THEREFORE, SBHC and the HEA/U enter this MOU for the 2025-2026 school year to provide for a process for evaluating ESPs. The following attachments provided outline the process and instruments to be utilized.

- The attached entitled non-Instructional Evaluation System instrument outlines evaluation processes and procedures.
- The following instruments will be utilized for applicable employees for the 2025-2026 school year.
- Instructional Support Evaluation Form – School Bus Driver/bus para.
- Instructional Support Evaluation Form – Custodian, Maintenance, facilities.
- Instructional Support Evaluation Form – Food Service Workers and Other Similar Positions.
- Instructional Support Evaluation Form – Office Personnel.
- Instructional Support Evaluation Form – Paraprofessional and Personal Assistant.
- Instructional Support Evaluation Form – Professional, Technical Personnel.

This MOU is entered into on the 6th day of March, 2025

Dr. Sherri Albritton, Deputy Superintendent SBHC Richard Decoteau, President HEA/U

Memorandum of Understanding/Tentative Agreement
Coaching Supplements
FY 2025-26

Whereas Florida Statutes1012.22 states in significant part "The district school board shall: (1) Designate positions to be filled, prescribe qualifications for those positions, and provide for the appointment, compensation, promotion, suspension, and dismissal of employees... And

Whereas Florida Statute 1012.27(1)(a) authorizes the Superintendent of Schools to "recommend to the district school board duties and responsibilities which need to be performed and positions which need to be filled to make possible the development of an adequate school program in the district"... And

Whereas Florida Statute 447.309 (1) states in applicable part "After an employee organization has been certified pursuant to the provisions of this part, the bargaining agent for the organization and the chief executive officer of the appropriate public employer or employers, jointly, shall bargain collectively in the determination of the **wages**, hours, and terms and conditions of employment of the public employees within the bargaining unit." (Emphasis added) ... And

Whereas the Public Employees Relations Commission (PERC) has certified HEA/U as the bargaining agent for an identified unit of HEA/U Employees ... And

Whereas the Superintendent of Schools has identified certain duties, responsibilities and positions which need to be filled

Be it therefore agreed that, beginning in the 2025-26 school year, the following athletic coaching positions and supplements will be added/adjusted to support the Hardee Senior High School programs:

- **Add one (1) Girls Flag Football Head Coach to be indexed at .0894**
- **Add one (1) Girls Flag Football Assistant Coach to be indexed at .0571**
- **Add one (1) BBQ Team Coach to be indexed at 0.0222 (reimbursed by Sr. High Culinary CAPE funds)**
- **Add one (1) FFA Leadership / CDE Coach with an annual supplement of $1,000 (reimbursed by Sr. High Agricultural CAPE funds)**

It is also agreed this Memorandum of Understanding shall expire on June 30, 2026 or upon ratification.

Dated this 22nd day of May, 2025.

For the Administration

Dr. Sherri Albritton, Deputy Superintendent
Hardee County School Board

For the Union

Mr. Richard Decoteau, President
HEA/U

MEMORANDUM OF UNDERSTANDING
Between
The Hardee County School Board (Employer)
And
Hardee Education Association United HEA/U (Union)

Regarding Health Insurance Benefits and the Employee Benefit Health Reimbursement Arrangement (EBHRA).

This Memorandum of Understanding (MOU) is entered into by and between the Hardee County School Board ("the Employer") and Hardee Education Association, HEA/U ("the Union") pursuant to the terms of the Master Contracts. This MOU addresses modifications to the health insurance benefits for the 2025-2026 plan year.

RECITALS

WHEREAS, Florida Statute 447.309 (1) states in applicable part *"After an employee organization has been certified pursuant to the provisions of this part, the bargaining agent for the organization and the chief executive officer of the appropriate public employer or employers, jointly, shall bargain collectively in the determination of the wages, hours, and terms and conditions of employment of the public employees within the bargaining unit."*

WHEREAS, The Public Employees Relations Commission (PERC) has certified HEA/U as the bargaining agent for an identified unit of HEA/U Employees.

WHEREAS, the parties are committed to providing quality, affordable health insurance options for all employees; and

WHEREAS, the Insurance Review Committee, established under Article 25, Section 2 of the Master Contract, has discussed various plan options and cost-saving measures; and

WHEREAS, the Employer maintains that health insurance, including the EBHRA, can be altered or waived upon recommendation of the Insurance Review Committee. Provided four-fifths of the committee members agree to recommendations, they shall be made directly to the School Board which shall either accept the recommendations or refer them back to the committee. If less than this fraction of the committee members agree, the results of the committee's work shall be submitted to the parties' negotiations teams for resolution during subsequent bargaining (Article 25-Section 2 (A) (4) and Article 24-Section 2 (A) (4)

WHEREAS: In May, 2025, the Hardee County School District Insurance Review Committee convened and voted 5–0 to propose a MOU between the Hardee County School Board and HEA United to eliminate the current EBHRA plan, which offers a $1,200 HRA to eligible employees who decline medical insurance coverage.

WHEREAS: In June, 2025, the School Board of Hardee County voted 4-1 to approve moving forward with the proposed MOU between the Hardee County School Board and HEA United to

eliminate the current EBHRA plan offering of a $1,200 HRA to eligible employees who decline medical insurance coverage.

WHEREAS, the parties desire to reach a temporary, mutually agreeable solution that provides stability while allowing for further negotiation;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 – MODIFICATION TO THE EBHRA

1.1 For the 2025-2026 insurance plan year only, the current $1,200 EBHRA payment will be suspended for all eligible employees who decline coverage under the School Board's group health insurance plan.

1.2 Payments outlined in accordance with the existing terms and conditions of the ESP and Teacher Contracts will be temporarily suspended for the 2025-2026 insurance plan year only.

ARTICLE 2 – SUNSET PROVISION AND REVERSION OF CONTRACTUAL RIGHTS

2.1 This MOU shall be effective upon ratification by the Union membership and approval by the School Board and shall remain in effect until June 30, 2026, at which point it shall automatically expire and be of no further force or effect.

2.2 Upon expiration of this MOU on June 30, 2026, the provisions of Article 24, Section 1 subsection 2 (Insurance) of the ESP Contract, and Article 25, Section 4 subsection 2 (Insurance) of the Teacher contract shall be fully reinstated and take effect as if this MOU had never been enacted.

ARTICLE 3 – RATIFICATION

This Memorandum of Understanding shall become subject to ratification by the membership of Hardee Education Association United and subsequent approval by the Hardee County School Board upon conclusion of the collective bargaining for fiscal year 2025-2026.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates set forth below.

For the Administration:

Dr. Sherri Albritton, Hardee County School Board

Signature

Oct 1, 2025

Date

For the Union:

Richard Decoteau, HEA United

Signature

10/01/2025

Date

Memorandum of Understanding (MOU)

Rules of Ratification and Access Agreement

This Memorandum of Understanding ("MOU") is entered into by and between the Hardee School District and HEA/United pursuant to the collective bargaining agreement effective **1/12/2026** to **1/16/2026**. The purpose of this MOU is to clearly explain the newly negotiated salaries, health insurance benefits, and other terms of employment, reflecting the collaborative efforts between the union and the district in securing fair and equitable working conditions.

Purpose and Mutual Interest

The district and the union recognize a mutual interest in ensuring accurate, consistent, and comprehensive communication regarding the tentatively agreed upon wages and salary increases for instructional and non-instructional staff. The parties agree to cooperate in facilitating informational sessions at each work site to achieve this goal.

Scheduling and Logistics

The union shall be granted access to conduct one (1) informational session at each of the following locations: WES, NWES, HES, ZES, HJH, HHS, ESE, Federal, Maintenance, Transportation, District Office. The Principal or designated administrator at each school and work location shall work cooperatively with the union's designated representative to schedule each session within **5** days before ratification.

Sessions will be scheduled at a mutually agreeable time during the regular workday (planning, breaks, pre/post student day), with the goal of maximizing attendance while minimizing operational disruption. The district will provide an appropriate on-site meeting space (e.g., library, media center, large conference room) at no cost to the union.

The union agrees that each session will be conducted in a professional manner and shall not exceed forty-five (**45**) minutes in length unless expressly agreed upon by the on-site administrator.

The union presenter(s) shall comply with all standard district visitor policies.

This agreement comes from ESP Contract Language Article 6 Section 2 (A) page 7

"Upon ratification of the Agreement, the Union shall have the authority, and the Board shall approve release time for all bargaining unit members to provide a contract briefing while they are in duty status. This will be accomplished at a mutually agreeable date and time."

Attendance

Bargaining unit employees shall be released to attend the session during planning, breaks, or pre/post student day at their assigned work site without loss of pay or deduction for personal leave.

The district agrees not to schedule any conflicting mandatory meetings, duties, or activities for bargaining unit employees during the scheduled time.

Print Name: Sherri Albritton

Signature and Date Jan 7, 2026

Print Name: RJ Decoteau

Signature and Date RJ Decoteau 1/7/2026

APPENDIX E

Immediate Family	Shall be defined as a spouse, parent, child, brother, sister, grandparent, grandchild, parent-in-law, sister-in-law, brother-in-law, other close relative, or member of his/her own household.

2025-26 Hourly Rates for ESPs

	Superint. Secretary	Finance Specialist	Coord. Data Process\	District Secretary	Director's Secretary	School Secretary	District Secretary	District Secretary
Rank	51	52	53	54	55	56	57	58
Days	261	261	261	261	261	261	223	223
Hours	8	8	8	8	8	7.5	7.5	8
0	$17.67	$16.97	$16.47	$16.12	$16.27	$16.07	$16.12	$16.12
1	$18.12	$17.39	$16.62	$16.17	$16.37	$16.12	$16.17	$16.17
2	$18.57	$17.81	$16.77	$16.22	$16.47	$16.17	$16.22	$16.22
3	$19.02	$18.23	$16.92	$16.27	$16.57	$16.22	$16.27	$16.27
4	$19.47	$18.65	$17.07	$16.32	$16.67	$16.27	$16.32	$16.32
5	$19.92	$19.07	$17.47	$16.37	$16.77	$16.32	$16.37	$16.37
6	$20.37	$19.49	$17.87	$16.42	$16.87	$16.37	$16.42	$16.42
7	$20.82	$19.91	$18.27	$16.47	$16.97	$16.42	$16.47	$16.47
8	$21.27	$20.33	$18.67	$16.52	$17.07	$16.47	$16.52	$16.52
9	$21.72	$20.75	$19.07	$16.57	$17.17	$16.52	$16.57	$16.57
10	$22.17	$21.17	$19.47	$16.62	$17.27	$16.57	$16.62	$16.62
11	$22.62	$21.59	$19.87	$16.67	$17.37	$16.62	$16.67	$16.67
12	$23.07	$22.01	$20.27	$16.72	$17.47	$16.67	$16.72	$16.72
13	$23.52	$22.43	$20.67	$16.77	$17.57	$16.72	$16.77	$16.77
14	$23.97	$22.85	$21.07	$16.82	$17.67	$16.77	$16.82	$16.82
15	$24.42	$23.27	$21.47	$16.87	$17.77	$16.82	$16.87	$16.87
16	$24.87	$23.69	$21.87	$16.92	$17.87	$16.87	$16.92	$16.92
17	$27.27	$26.21	$24.27	$18.97	$19.97	$18.32	$18.97	$18.97
18	$27.72	$26.31	$24.67	$19.02	$20.07	$18.37	$19.02	$19.02
19	$27.81	$26.41	$24.72	$19.07	$20.17	$18.42	$19.07	$19.07
20	$27.90	$26.51	$24.77	$19.12	$20.27	$18.47	$19.12	$19.12
21	$27.99	$26.61	$24.82	$19.17	$20.37	$18.52	$19.17	$19.17
22	$28.08	$26.71	$24.87	$19.22	$20.47	$18.57	$19.22	$19.22
23	$28.17	$26.81	$24.92	$19.27	$20.57	$18.62	$19.27	$19.27
24	$28.26	$26.91	$24.97	$19.32	$20.67	$18.67	$19.32	$19.32
25	$28.35	$27.01	$25.02	$19.37	$20.77	$18.72	$19.37	$19.37

	School Secretary	School Secretary	School Secretary	District Secretary	School Secretary	Personal Assistant	Classroom Para	Community Facilitator
Rank	59	60	62	63	65	66	67	68
Days	223	223	196	196	196	196	196	261
Hours	7.5	8	7.5	7.5	8	7.5	7.5	8
0	$16.07	$16.07	$16.07	$16.12	$16.07	$17.07	$16.07	$16.77
1	$16.12	$16.12	$16.12	$16.17	$16.12	$17.12	$16.12	$16.97
2	$16.17	$16.17	$16.17	$16.22	$16.17	$17.17	$16.17	$17.17
3	$16.22	$16.22	$16.22	$16.27	$16.22	$17.22	$16.22	$17.37
4	$16.27	$16.27	$16.27	$16.32	$16.27	$17.27	$16.27	$17.57
5	$16.32	$16.32	$16.32	$16.37	$16.32	$17.32	$16.32	$17.77
6	$16.37	$16.37	$16.37	$16.42	$16.37	$17.37	$16.37	$17.97
7	$16.42	$16.42	$16.42	$16.47	$16.42	$17.42	$16.42	$18.17
8	$16.47	$16.47	$16.47	$16.52	$16.47	$17.47	$16.47	$18.37
9	$16.52	$16.52	$16.52	$16.57	$16.52	$17.52	$16.52	$18.57
10	$16.57	$16.57	$16.57	$16.62	$16.57	$17.57	$16.57	$18.77
11	$16.62	$16.62	$16.62	$16.67	$16.62	$17.62	$16.62	$18.97
12	$16.67	$16.67	$16.67	$16.72	$16.67	$17.67	$16.67	$19.17
13	$16.72	$16.72	$16.72	$16.77	$16.72	$17.72	$16.72	$19.37
14	$16.77	$16.77	$16.77	$16.82	$16.77	$17.77	$16.77	$19.57
15	$16.82	$16.82	$16.82	$16.87	$16.82	$17.82	$16.82	$19.77
16	$16.87	$16.87	$16.87	$16.92	$16.87	$17.87	$16.87	$19.97
17	$18.32	$18.32	$18.32	$18.97	$18.32	$19.74	$17.72	$20.17
18	$18.37	$18.37	$18.37	$19.02	$18.37	$19.80	$17.77	$20.37
19	$18.42	$18.42	$18.42	$19.07	$18.42	$19.86	$17.82	$20.57
20	$18.47	$18.47	$18.47	$19.12	$18.47	$19.92	$17.87	$20.77
21	$18.52	$18.52	$18.52	$19.17	$18.52	$19.98	$17.92	$20.97
22	$18.57	$18.57	$18.57	$19.22	$18.57	$20.04	$17.97	$21.17
23	$18.62	$18.62	$18.62	$19.27	$18.62	$20.10	$18.02	$21.37
24	$18.67	$18.67	$18.67	$19.32	$18.67	$20.16	$18.07	$28.97
25	$18.72	$18.72	$18.72	$19.37	$18.72	$20.22	$18.12	$29.47

	Home Liaison	Custodian	Food Serv. Worker	Food Serv. Asst. Mgr.	Food Serv. Manager	Bus Driver	Mechanic A	Mechanic B
Rank	72	74	75	76	77	78	79	80
Days	223	261	185	185	196	180	261	261
Hours	7.5	8	6	7	7	7.5	8	8
0	$18.37	$16.02	$16.02	$16.22	$16.75	$17.47	$16.47	$16.17
1	$18.77	$16.03	$16.07	$16.27	$16.80	$17.65	$16.62	$16.24
2	$19.17	$16.04	$16.12	$16.32	$16.85	$17.83	$16.77	$16.31
3	$19.57	$16.05	$16.17	$16.37	$16.90	$18.01	$16.92	$16.38
4	$19.97	$16.06	$16.22	$16.42	$16.95	$18.19	$17.07	$16.45
5	$20.37	$16.07	$16.27	$16.47	$17.00	$19.37	$17.22	$16.52
6	$21.07	$16.08	$16.32	$16.52	$17.05	$19.55	$17.37	$16.59
7	$21.77	$16.09	$16.37	$16.57	$17.10	$19.73	$17.52	$16.66
8	$22.47	$16.10	$16.42	$16.62	$17.15	$19.91	$17.67	$16.73
9	$23.17	$16.11	$16.47	$16.67	$17.20	$21.09	$17.82	$16.80
10	$23.87	$16.12	$16.52	$16.72	$17.25	$21.27	$17.97	$16.87
11	$24.57	$16.13	$16.57	$16.77	$17.30	$21.45	$18.12	$16.94
12	$25.27	$16.14	$16.62	$16.82	$17.35	$22.63	$18.27	$17.01
13	$25.97	$16.15	$16.67	$16.87	$17.40	$22.81	$18.42	$17.08
14	$26.67	$16.16	$16.72	$16.92	$17.45	$22.99	$18.57	$17.15
15	$27.37	$16.17	$16.77	$16.97	$17.50	$24.17	$18.72	$17.22
16	$28.07	$16.18	$16.82	$17.02	$17.55	$24.35	$19.47	$17.29
17	$30.77	$16.19	$16.87	$17.57	$17.60	$27.23	$20.62	$18.26
18	$30.95	$16.20	$16.92	$17.62	$17.65	$27.41	$20.77	$18.33
19	$31.13	$16.21	$16.97	$17.67	$17.70	$27.59	$20.92	$18.40
20	$31.31	$16.22	$17.02	$17.72	$17.75	$28.67	$21.07	$18.47
21	$31.49	$16.23	$17.07	$17.77	$17.80	$28.85	$21.22	$18.54
22	$31.67	$16.24	$17.12	$17.82	$17.85	$29.03	$21.37	$18.61
23	$31.85	$16.25	$17.17	$17.87	$17.90	$29.21	$21.52	$18.68
24	$32.03	$16.26	$17.22	$17.92	$17.95	$29.39	$21.67	$18.75
25	$32.21	$16.27	$17.27	$17.97	$18.00	$29.57	$21.82	$18.82

	Chief Mechanic	Bus Driver	Bus Driver	Shop Foreman	IT Analyst PR Spec II	IT Systems Integration	Bus Tutor	Bus Tutor
Rank	81	82	83	84	86	87	88	89
Days	261	180	180	261	261	261	180	180
Hours	8	4.5	8	8	8	8	7	7.5
0	$17.67	$17.47	$17.47	$21.77	$24.47	$31.47	$16.07	$16.07
1	$17.95	$17.65	$17.65	$22.17	$24.72	$31.72	$16.12	$16.12
2	$18.23	$17.83	$17.83	$22.57	$24.97	$31.97	$16.17	$16.17
3	$18.51	$18.01	$18.01	$22.97	$25.22	$32.22	$16.22	$16.22
4	$18.79	$18.19	$18.19	$23.37	$25.47	$32.47	$16.27	$16.27
5	$19.07	$19.37	$19.37	$23.77	$25.72	$32.72	$16.32	$16.32
6	$19.35	$19.55	$19.55	$24.17	$25.97	$32.97	$16.37	$16.37
7	$19.63	$19.73	$19.73	$24.57	$26.22	$33.22	$16.42	$16.42
8	$19.91	$19.91	$19.91	$24.97	$26.47	$33.47	$16.47	$16.47
9	$20.19	$21.09	$21.09	$25.37	$26.72	$33.72	$16.52	$16.52
10	$20.47	$21.27	$21.27	$25.77	$26.97	$33.97	$16.57	$16.57
11	$20.75	$21.45	$21.45	$26.17	$27.22	$34.22	$16.62	$16.62
12	$21.03	$22.63	$22.63	$26.57	$27.47	$34.47	$16.67	$16.67
13	$21.31	$22.81	$22.81	$26.97	$27.72	$34.72	$16.72	$16.72
14	$21.59	$22.99	$22.99	$27.37	$27.97	$34.97	$16.77	$16.77
15	$21.87	$24.17	$24.17	$27.77	$28.22	$35.22	$16.82	$16.82
16	$22.15	$24.35	$24.35	$28.17	$28.47	$35.47	$16.87	$16.87
17	$23.43	$27.23	$27.23	$28.27	$28.72	$35.72	$18.32	$18.32
18	$23.71	$27.41	$27.41	$28.37	$28.97	$35.82	$18.37	$18.37
19	$23.99	$27.59	$27.59	$28.47	$29.22	$35.92	$18.42	$18.42
20	$24.27	$28.67	$28.67	$28.57	$29.47	$36.02	$18.47	$18.47
21	$24.55	$28.85	$28.85	$28.67	$29.72	$36.12	$18.52	$18.52
22	$24.83	$29.03	$29.03	$28.77	$29.77	$36.22	$18.57	$18.57
23	$25.11	$29.21	$29.21	$28.87	$29.82	$36.32	$18.62	$18.62
24	$25.39	$29.39	$29.39	$28.97	$29.87	$36.42	$18.67	$18.67
25	$25.67	$29.57	$29.57	$29.07	$29.92	$36.52	$18.72	$18.72

	Bus Tutor	Supervisor Trades, Cust	IT Tech Support Mgr	Maint Skilled 1	Maint Skilled 2	Maint Skilled 3	IT Tech Support	IT Computer Technician
Rank	90	91	92	93	94	95	96	97
Days	180	261	261	261	261	261	261	261
Hours	5	8	8	8	8	8	8	8
0	$16.07	$19.97	$19.97	$17.02	$16.52	$16.02	$16.37	$16.07
1	$16.12	$20.12	$20.12	$17.12	$16.61	$16.09	$16.43	$16.12
2	$16.17	$20.27	$20.27	$17.22	$16.70	$16.16	$16.49	$16.17
3	$16.22	$20.42	$20.42	$17.32	$16.79	$16.23	$16.55	$16.22
4	$16.27	$20.57	$20.57	$17.42	$16.88	$16.30	$16.61	$16.27
5	$16.32	$20.72	$20.72	$17.52	$16.97	$16.37	$16.67	$16.32
6	$16.37	$20.87	$20.87	$17.62	$17.06	$16.44	$16.73	$16.37
7	$16.42	$21.02	$21.02	$17.72	$17.15	$16.51	$16.79	$16.42
8	$16.47	$21.17	$21.17	$17.82	$17.24	$16.58	$16.85	$16.47
9	$16.52	$21.32	$21.32	$17.92	$17.33	$16.65	$16.91	$16.52
10	$16.57	$21.47	$21.47	$18.02	$17.42	$16.72	$16.97	$16.57
11	$16.62	$21.62	$21.62	$18.12	$17.51	$16.79	$17.03	$16.62
12	$16.67	$21.77	$21.77	$18.22	$17.60	$16.86	$17.09	$16.67
13	$16.72	$21.92	$21.92	$18.32	$17.69	$16.93	$17.15	$16.72
14	$16.77	$22.07	$22.07	$19.02	$18.08	$17.00	$17.21	$16.77
15	$16.82	$22.22	$22.22	$19.12	$18.17	$17.07	$17.27	$16.82
16	$16.87	$22.37	$22.37	$19.22	$18.26	$17.14	$17.33	$16.87
17	$18.32	$24.52	$24.52	$20.82	$19.35	$17.51	$19.39	$16.92
18	$18.37	$24.67	$24.67	$20.92	$19.44	$17.58	$19.45	$16.97
19	$18.42	$24.82	$24.82	$21.02	$19.53	$17.65	$19.51	$17.02
20	$18.47	$24.97	$24.97	$21.12	$19.62	$17.72	$19.57	$17.07
21	$18.52	$25.12	$25.12	$21.22	$19.71	$17.79	$19.63	$17.12
22	$18.57	$25.27	$25.27	$21.32	$19.80	$17.86	$19.69	$17.17
23	$18.62	$25.42	$25.42	$21.42	$19.89	$17.93	$19.75	$17.22
24	$18.67	$25.57	$25.57	$21.52	$19.98	$18.00	$19.81	$17.27
25	$18.72	$25.72	$25.72	$21.62	$20.07	$18.07	$19.87	$17.32

	Bus Driver	Bus Driver	Bus Driver	Bus Driver	Bus Driver	Bus Tutor	Bus Tutor	Bus Tutor
Rank	98	99	100	101	102	103	104	105
Days	180	180	180	180	180	180	180	180
Hours	5	5.5	6	6.5	7	5.5	6	6.5
0	$17.47	$17.47	$17.47	$17.47	$17.47	$16.07	$16.07	$16.07
1	$17.65	$17.65	$17.65	$17.65	$17.65	$16.12	$16.12	$16.12
2	$17.83	$17.83	$17.83	$17.83	$17.83	$16.17	$16.17	$16.17
3	$18.01	$18.01	$18.01	$18.01	$18.01	$16.22	$16.22	$16.22
4	$18.19	$18.19	$18.19	$18.19	$18.19	$16.27	$16.27	$16.27
5	$19.37	$19.37	$19.37	$19.37	$19.37	$16.32	$16.32	$16.32
6	$19.55	$19.55	$19.55	$19.55	$19.55	$16.37	$16.37	$16.37
7	$19.73	$19.73	$19.73	$19.73	$19.73	$16.42	$16.42	$16.42
8	$19.91	$19.91	$19.91	$19.91	$19.91	$16.47	$16.47	$16.47
9	$21.09	$21.09	$21.09	$21.09	$21.09	$16.52	$16.52	$16.52
10	$21.27	$21.27	$21.27	$21.27	$21.27	$16.57	$16.57	$16.57
11	$21.45	$21.45	$21.45	$21.45	$21.45	$16.62	$16.62	$16.62
12	$22.63	$22.63	$22.63	$22.63	$22.63	$16.67	$16.67	$16.67
13	$22.81	$22.81	$22.81	$22.81	$22.81	$16.72	$16.72	$16.72
14	$22.99	$22.99	$22.99	$22.99	$22.99	$16.77	$16.77	$16.77
15	$24.17	$24.17	$24.17	$24.17	$24.17	$16.82	$16.82	$16.82
16	$24.35	$24.35	$24.35	$24.35	$24.35	$16.87	$16.87	$16.87
17	$27.23	$27.23	$27.23	$27.23	$27.23	$18.32	$18.32	$18.32
18	$27.41	$27.41	$27.41	$27.41	$27.41	$18.37	$18.37	$18.37
19	$27.59	$27.59	$27.59	$27.59	$27.59	$18.42	$18.42	$18.42
20	$28.67	$28.67	$28.67	$28.67	$28.67	$18.47	$18.47	$18.47
21	$28.85	$28.85	$28.85	$28.85	$28.85	$18.52	$18.52	$18.52
22	$29.03	$29.03	$29.03	$29.03	$29.03	$18.57	$18.57	$18.57
23	$29.21	$29.21	$29.21	$29.21	$29.21	$18.62	$18.62	$18.62
24	$29.39	$29.39	$29.39	$29.39	$29.39	$18.67	$18.67	$18.67
25	$29.57	$29.57	$29.57	$29.57	$29.57	$18.72	$18.72	$18.72

	IT Tech Support II	Food Serv Field Mgr.	Driver Trainer
Rank	106	108	109
Days	261	223	223
Hours	8	8	8
0	$18.22	$16.57	$22.47
1	$18.47	$16.77	$22.82
2	$18.72	$16.97	$23.17
3	$18.97	$17.17	$23.52
4	$19.22	$17.37	$23.87
5	$19.47	$17.57	$24.22
6	$19.72	$17.77	$24.57
7	$19.97	$17.97	$24.92
8	$20.22	$18.17	$25.27
9	$20.47	$18.37	$25.62
10	$20.72	$19.32	$25.97
11	$20.97	$19.52	$26.32
12	$21.22	$19.72	$26.67
13	$21.47	$19.92	$27.02
14	$21.72	$20.12	$27.37
15	$21.97	$20.32	$27.72
16	$22.22	$20.52	$28.07
17	$22.47	$20.72	$28.42
18	$22.52	$20.92	$28.77
19	$22.57	$21.12	$28.87
20	$22.62	$21.32	$28.97
21	$22.67	$21.52	$29.07
22	$22.72	$21.72	$29.17
23	$22.77	$21.92	$29.27
24	$22.82	$22.12	$29.37
25	$22.87	$22.32	$29.47