

COLLECTIVE BARGAINING AGREEMENT

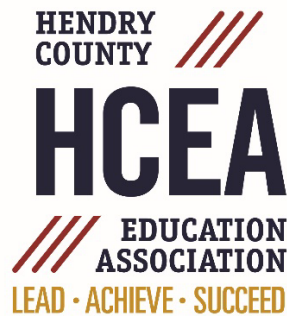
between the

**Hendry County
Education Association**

and the

**District School Board
of Hendry County**

July 1, 2024– June 30, 2027



Board Approved
06/18/2024
AC

DISTRICT SCHOOL BOARD of HENDRY COUNTY

P.O. Box 1980, LaBelle, Florida 33975-1980
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SCHOOL BOARD:

District I	Dwayne E. Brown
District II	Paul Samerdyke
District III	Amanda Nelson
District IV	Stephanie Busin
District V	Jon Basquin

SUPERINTENDENT:

Michael Swindle

Hendry County School Board Bargaining Team
Dr. Angela Staley, Chief Negotiator
Denise Gibson, Principal EES
Kimberly Jordan, Director of Human Resource

HENDRY COUNTY EDUCATION ASSOCIATION

Peace River Basin Service Unit/FEA
3107 Oakmont Drive
Avon Park, FL 33825

HCEA'S 2024-25 COLLECTIVE BARGAINING TEAM:

Kimberly Stitt Chairperson (LHS)
Jacqueline Futch (Country Oaks ES)
James Demchak, Ph.D. PRBSU Executive Director

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PREAMBLE

This Agreement is entered into this 18th day of June, 2024 by and between the District School Board of Hendry County, Florida, hereinafter called the "Board," and the Hendry County Education Association, hereinafter called the "Association."

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

ARTICLE 1 - RECOGNITION/DEFINITIONS

- 1.01 The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all full-time and part-time Teachers, Media Specialist, Guidance Counselors employed by the Board. Such representation shall exclude the Superintendent, Deputy Superintendents, Assistant Superintendents, Coordinators, Principals and any other person engaged at least 50 percent of the time in the direct administration and supervision of professional personnel. Clarifications of and amendments to the bargaining unit represented by the Association shall be by mutual consent of the Board and the Association or, in the case of a dispute, by determination of the Public Employees Relations Commission (PERC).
- 1.02 For the duration of this Agreement, the Board agrees not to negotiate with or recognize any Teachers' organization other than the Association for the purpose of collective bargaining to determine salaries, hours, terms and conditions of employment.
- 1.03 The following terms within the Agreement shall be defined as follows:
- 1.031 "Teacher(s)" shall refer to all full-time and part-time professional employees of the Board represented by the Association as listed in Section 1.01 above.
 - 1.032 "Board" shall refer to the District School Board of Hendry County, Florida, which has the responsibility for the organization and control of the public schools of Hendry County.
 - 1.033 "Association" shall refer to the Hendry County Education Association, the exclusive representative of the Teachers listed in Section 1.01.
 - 1.034 "Superintendent" or designee shall refer to the chief executive officer and secretary to the District School Board of Hendry County, Florida, who has the responsibility for the execution of all rules and regulations of the Board and administration of the public schools of Hendry County.
 - 1.035 "Principal" shall refer to the ranking administrator to whom the Teacher is responsible at the Teacher's school or work location.
 - 1.036 "Agreement" shall refer to the full and complete agreements between the Board and the Association, duly signed and ratified, as set forth in this document.
 - 1.037 "Days" shall refer to work days except when otherwise indicated.
 - 1.038 Seniority: The longest uninterrupted service in a position, from the employee's most recent hire date, in the bargaining unit represented by HCEA.
 - a. Service shall not be deemed to be interrupted by any leave approved and granted pursuant to this Agreement. A probationary or annual contract teacher who receives an effective or highly effective evaluation who is non-renewed and subsequently rehired for the following school year shall not have a break in service.
 - 1.039 Effective July 1, 2013, Deans will be removed from the HCEA bargaining unit and shall be considered Administrative Personnel. Deans will be compensated based on the teacher salary schedule until a new Administrative schedule for Deans is developed. None of the Deans will be adversely affected financially as a result of this change in designation.

Deans will only participate in teacher evaluations when they have received training and have been certified to do teacher evaluations. Final teacher evaluations will remain the responsibility of the Principal. Deans may only be allowed to evaluate if they have Ed. Leadership certification and are fully trained and certified to evaluate.
 - 1.040 Relative: As defined by US Office of Personnel Management (Appendix G)

ARTICLE II – ASSOCIATION AND TEACHER RIGHTS

- 2.01 The Board hereby agrees that every full-time and part-time Teacher, Librarian, Guidance Counselor, and others included in the HCEA Bargaining Unit and thus employed by the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under code of law of the State of Florida, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any Teacher in the enjoyment of any rights conferred by this Agreement; that it will not discriminate against any Teacher with respect to wages, hours, terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association or by collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement.
- 2.02 The Association and its representatives shall have the right to use school buildings as prescribed by Board policy.
- 2.03 The Association shall have the right to post notices of activities and matters of the Association concern on appropriate and specifically assigned bulletin boards at least one of which shall be provided in each school center. Such materials for posting shall have the signature of a staff person, an elected officer, or an HCEA representative. Association bulletin boards shall not be used for posting of any public political campaign materials or anything libelous or slanderous in nature. The Association shall have the right to use Teacher mailboxes for communications to Teachers except to Teachers who file an objection with the principal. The Association shall have the right to use Teacher mailboxes and the district email system e-mail system to conduct the executive business of the Association. This communication will take place among the president, executive officers, representatives, and instructional staff. The Association further understands that communications used via the district's system become public information and must be archived.
- 2.04 Upon prior notice to the Principal, the Association's Business Agent or representative will be permitted to contact elected officers, committee members, bargaining unit employees, or grievant's on school property provided that this shall not interfere with or disrupt normal school operations. Association's representatives will follow district procedures for signing in and visiting school campuses.
- 2.05 The Board agrees to furnish to the Association upon request all public information and will post board minutes and board meeting agendas on the website.
- 2.06 Religious or political activities of any Teacher or the lack thereof after school hours shall not be grounds for any discipline or discrimination with respect to the professional employment of such Teacher. The private and personal life of any Teacher is not within the appropriate concern or attention of the Board unless the Teacher is guilty of personal conduct which reduces his/her effectiveness as an employee of the Board.
- 2.07 The provision of this Agreement shall be applied without regard to race, creed, color, religion, national origin, age, sex, or marital status.
- 2.08 Upon appropriate written authorization from the Teacher, the Board shall deduct from the salary of any Teacher and make prompt remittance for annuities, credit union, savings bonds, insurance or any other plans or programs approved by the Board. Payroll slots for other Unions or Associations must be agreed to by both parties.
- 2.09 The Association Faculty Representative shall be given an opportunity at the end of each building faculty meeting to present brief reports and announcements.
- 2.10 Teachers shall be informed of any complaint or charge brought forth by students or parents and will be provided an opportunity to be present and participate in any administrative conference or hearing called to investigate such complaint or charge and shall be given a copy of any and all written materials related thereto. No investigation, beyond a preliminary inquiry may be undertaken without written notice to the Teacher. Such notice shall include a statement of the cause giving rise to the investigation.

- 2.121 All investigation, administrative conferences, hearings into complaints or charges and/or discipline of a Teacher(s) shall be conducted in as confidential and private of a manner as possible by HCSB Administrators assigned to such tasks.
- 2.122 When a written statement from a teacher is requested by an Administrator regarding an investigation of any sort, the teacher shall be afforded at least 24 hours to provide said statement.
- 2.11 At the discretion of the faculty, Faculty Advisory Council (FAC) may be established at each school for the purpose of acting as an advisory group to the school's administration. At the discretion of the faculty, One (1) Teacher from each recognized department or team shall be elected by the members of such department or team to serve on the FAC.
- 2.131 The chairperson of the FAC shall be elected each year by a majority of the teachers on the FAC. Prior to each meeting of the FAC, the chairperson shall create an agenda comprised of concerns raised by members of the FAC (on behalf of the faculty). The FAC and Principal shall meet upon the request of either party when the majority of the students are not in the school building, for the purpose of reviewing and discussing local school goals, policies and practices or other concerns. Designated HCEA school level representatives shall serve as members of the FAC.
- 2.132 Each school's FAC shall elect one of its own members to serve with the Superintendent and HCEA President, or their designees, as part of a joint Administration/Association District Council (ADC). The ADC shall meet upon the request of the Superintendent and/or HCEA President.
- Each school's Faculty Advisory Council shall serve as the committee to review and recommend by a majority vote to the Association all proposals requiring waiver requests of any portion of this Agreement as set forth in Section 3.01.
- 2.12 When a conference is to be called or conducted by a Principal regarding discipline of a Teacher, the affected Teacher shall be afforded all rights entitled to under the Weingarten Act, including the right to secure a witness or representative of his/her choosing. The Teacher shall have 3 working days in order to secure said witness or representative.
- 2.15 The Association shall name annually three Teachers to a joint, nine-member (including 3 members from the HESPA Unit and 3 Administration members) Association/Administration Calendar Committee (ACC) charged with advising the Superintendent or his designee regarding each year's school calendar. In the event an emergency, such as weather event, causes the loss of instructional time during a school year, HCEA will provide two representatives on a sub-committee to work with the same number of Superintendent Designees to complete a plan to make up the lost time. The sub-committee must approve the changes to the calendar prior to the changes being submitted to the Board. This meeting will occur within three days of the reopening of school. This plan to make up lost instructional time may include, but is not limited to the following: The use of teacher workdays or holidays, adding additional time to the school day, or adding time at the end of the year.
- 2.16 Upon request of the Association, leave without loss of compensation or benefits shall be granted to representatives of the Association as designated by its' President in order to attend conferences, sessions, or meetings dealing with the work of the Association. Exclusive of the president, the combined total number of hours granted under this provision shall not exceed 225 hours (moved from 8.17)

ARTICLE III – NEGOTIATION PROCEDURES

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

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

- 3.011 Each school's Faculty Advisory Council (FAC), established in accordance with article 2.13 of this Agreement, shall have the exclusive authority for submitting a proposed waiver of any portion of this Agreement to the Association.
- 3.012 No proposed waiver may be considered unless it first has been recommended by a majority of the school center's FAC. Once recommended and approved in this manner, the proposed waiver of any portion of this Agreement must be submitted to and approved by a majority vote of the Executive Board of the Association.
- 3.013 In regard to any language waiver obtained from the Association and the Board, it must be in writing and must specify the contractual provision(s) waived, the nature and duration of the waiver, and the Teachers affected by the waiver. The waiver, if granted by both the Association and Board, will be considered an addendum to the Collective Bargaining Agreement; and any dispute as to its interpretation or application will constitute a grievance within the meaning of Article VI of this Agreement.
- 3.014 Except to the extent waived pursuant to the sections noted above, this Collective Bargaining Agreement will remain in full force and effect.
- 3.02 Negotiations shall be conducted annually and shall begin upon written notice being submitted to the other party prior to June 15 of each year. Once such notice is given, negotiations shall be initiated within thirty (30) days following such notice.
- 3.03 In any negotiations described in this Agreement, neither party shall have any control over the selection of the negotiation representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the bargaining unit voting. The parties pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations. Throughout negotiations, all tentative agreements shall be signed by representatives designated by each party. There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Board and one (1) by the Association.
- 3.04 During the course of any negotiations described in this Article, the parties mutually pledge that such negotiations shall be conducted in good faith. If either party determines, after a reasonable time, that the differences of position warrant the declaration of impasse; then the impasse procedure and process set forth in Florida Statute 447 shall be invoked.
- 3.05 It is understood and agreed to by both parties that all provisions in this Agreement shall remain in full force and effect until modified through the bargaining process or court action or procedures pursuant to Ch. 447, Florida Statutes.

ARTICLE IV – POLITICAL ACTIVITY

- 4.01 All Teachers shall have entire liberty of political action when not engaged actively in their employment, provided such action is within the laws of the United States of America and the State of Florida. Political campaign material in support of any candidate or party shall not be worn on a teacher's person while on campus during work hours.
- 4.02 All Teachers shall be entirely free from political domination or coercion, or the pretended necessity of making political contributions of money, or other things of value or engaging in any political work or activity against their wishes under the assumption that failure to do so will, in any way, affect their status of employees of the school system.

ARTICLE V – PERSONNEL FILES

- 5.01 No derogatory materials of a disciplinary nature relating to work performance or other matters that may be cause for discipline shall be placed in a Teacher's personnel file without his or her knowledge. The teacher shall affix his or her signature to such entries to indicate only that he or she is aware of the entry. The Teacher shall have the right to respond to any material placed in the personnel file, and his or her answer shall be affixed to the material and placed with it in the Teacher's file.
- 5.02 Review and copying of file: Each teacher shall have the right, upon request, to review and reproduce any of the contents of his/her personnel file. A representative of the HCEA may, at the request of the Teacher, accompany the Teacher in such reviews and may upon written authorization by the teacher, review and reproduce any of the contents of the Teacher's personnel file. The review or reproduction of the contents of a Teacher's personnel file shall be made in the presence of the administrator or confidential designee responsible for the safekeeping of such file. A teacher's personnel file shall be open to inspection pursuant to the criteria and requirements in Florida Statute 1012.31
- 5.03 According to F.S. 1012.31 (1c) a Teacher shall receive copies of materials added to personnel files. In addition, a review record will be maintained to show who is entering and reviewing personnel files. The term personnel file shall be defined as in F.S. 1012.31 (4).
- 5.04 Anonymous items: No items from any anonymous source or reference to anonymous information may be placed in the personnel file.
- 5.05 Investigative File: Files established by the District as a result of an investigation of a Teacher shall be in accordance with the provisions of Florida Statute 1012.31

ARTICLE VI - GRIEVANCE PROCEDURE

6.1 PURPOSE

- 6.11 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise from alleged infractions of the terms of this Agreement.
- 6.12 Both parties agree that these procedures will be kept as informal and confidential as may be appropriate and without public disclosure prior to reaching disposition at Level III.
- 6.13 Nothing in this Agreement shall be construed to prevent any individual from presenting his grievance to the Board without intervention by the Association.

6.2 DEFINITION:

- 6.21 A grievance is defined as an allegation by a named Employee, or a group of Employees, or the Association through the President, that there has been a violation, misinterpretation, or misapplication of articles in this Agreement. A grievance shall be processed as hereinafter provided.
- 6.22 The term day shall mean workdays.

6.3 REPRESENTATION: All Employees of the unit have the right to be represented in the resolution of a grievance. Nothing herein shall be construed to mandate Association representation of a unit member who is not also a member of the Association; nothing herein shall be construed to prevent any member of the unit from presenting his own grievance in person or by counsel (at their own expense) and having such grievance adjusted without the intervention of the Association. The parties agree that Association has the exclusive right to process grievances under all steps of the grievance procedure, except that any bargaining unit member may process a grievance through said procedure if Association waives its right to process a grievance because the unit member is not a dues-paying member of the union. The union accepts its duty of fair representation but retains its right to preclude the processing of non-meritorious grievances through the steps of this grievance procedure inclusive of arbitration.

6.4 WITHDRAWAL OF GRIEVANCE: A grievance may be withdrawn by the grievant at any time and at any level of this procedure.

6.5 EMPLOYEE'S INITIAL RESPONSIBILITY

- 6.51 **INFORMAL LEVEL:** Once an employee or the Association believes that there is a basis for a grievance, he/she first shall discuss the alleged grievance in an informal meeting with their direct supervisor. The request for an informal discussion shall be made within twenty (20) days following the event or incident giving rise to the alleged grievance. Said informal meeting shall be scheduled within five (5) duty days. The employee may be accompanied by an Association Representative if so desired.
- 6.52 If the informal discussion does not resolve the alleged grievance, the formal grievance procedure may be invoked by submitting the designated form set forth in annexed Appendix A with the appropriate signature affixed.
- 6.53 The parties agree that the Association has the exclusive right to process grievances under all steps of this grievance procedure, except that any bargaining unit member may process a grievance through said procedure if the Association waives its right to process a grievance because the unit member is not a dues-paying member of the Association. The Association accepts its duty of fair representation

but retains its right to preclude the processing of non-meritorious grievances through the steps of this grievance procedure inclusive of arbitration.

- 6.54 Public Records Request: The School District shall provide the Association any public records upon request in a timely manner and in accordance with Florida law. Timeliness shall be a priority of the District when the records request is connected to a grievance.

6.6 TIME LIMITS AND OTHER PROVISIONS:

- 6.61 The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties at any level.
- 6.62 Failure by the grievant to submit the grievance to the next level of the procedure in the specified time limits shall constitute acceptance and shall close the matter.
- 6.63 Wherever illness or other unavailability of one of the parties prevents his presence at a grievance meeting, the time limit shall be extended to such time that the parties may be present.

6.7 DATE OF DISPOSITION: The date on which the supervisor delivers the written disposition to the grievant or the email time stamp or the date of postmark in those instances where delivery is by mail, is the date of disposition.

6.8 GRIEVANCE PROCEDURES:

LEVEL I:

Supervisor: The grievant may submit within seven (7) days following the informal meeting with the immediate supervisor as set forth in 6.51 a copy of grievance Form (Appendix A) to the immediate supervisor.

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

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

The Supervisor shall notify the Association as to when and where all grievance meetings with a grievant shall be held. The Association has the right to attend these meetings.

LEVEL II:

Superintendent: If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the time limits as specified in Level I, the grievant may submit the same grievance form (Appendix A) to the Superintendent within ten (10) working days of the date of disposition or the expiration of the time limits for a disposition. The Superintendent shall meet with the grievant and his representative(s) within ten (10) working days of the date of filing. The Superintendent shall furnish his written disposition of the grievance to the grievant with seven (7) working days of such meeting and shall furnish a copy thereof to the supervisor and to the Association.

LEVEL III:

School Board: If the grievant is not satisfied with the disposition of the grievance by the Superintendent at Level II, or if no disposition has been made by the Superintendent within the ten (10) working days from the date of receipt of the grievance; the grievance may be submitted to the Board in writing on the grievance form in Appendix A within ten (10) working days.

The Board shall meet with the grievant and the Association representative on the grievance within twenty (20) working days of receipt of the grievance or the next scheduled Board meeting. A written disposition of the grievance shall be made by the Board on the grievance form Appendix A no later than five (5) working days

from the date of the Board hearing on the grievance.

Level IV

Mediation - This step may be waived by mutual consent of both parties.

If the grievant/Association is not satisfied with the disposition of the grievance from the district level III hearing, the grievance may be referred to mediation. The grievant/Association and the District may mutually agree to submit a grievance to mediation.

The grievant/Association shall notify the district in writing within six (6) duty days of the conclusion of Step III of the grievant/Association's desire to refer the grievance to mediation. The district shall respond to the request for mediation within six (6) duty days of the written request.

a. Within six (6) 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 III 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.

LEVEL V:

ARBITRATION: If the Association is not satisfied with the Board's disposition, or if no disposition has been made by the Board within twenty-five (25) days from the date of receipt of the grievance by the Chairman of the Board, or if mediation was unsuccessful in reaching a settlement, the Association may submit the grievance to final and binding disposition as provided for in 447.011 of Florida's Collective Bargaining Law (CH 74-100), except for exclusions listed elsewhere in the Agreement. (A non-dues paying member may submit their grievance to arbitration on their own).

An arbitrator shall be selected with the consent of both parties. If no arbitrator can be mutually agreed upon, the Federal Mediation and Conciliation Service shall be called upon to furnish a list of seven (7) arbitrators according to its rules and policies, which rules likewise shall govern the arbitral proceedings. The arbitrator's decision shall be in writing, and such decision shall be submitted to the Board, grievant and the Association and shall be final and binding upon the parties.

The Board and the grievant shall not be permitted to assert in such arbitration proceedings any ground(s) or rely on any evidence not previously disclosed to the other party at least 2 calendar weeks prior to the Arbitration hearing.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

EXPENSES: The costs for the services of the arbitration costs shall be divided equally between the parties to the grievance.

6.9 MISCELLANEOUS:

6.91 RIGHTS GUARANTEED BY LAW: Nothing contained in the grievance procedures shall be construed to deny the Board, the Superintendent, the Association, or any Employee rights otherwise guaranteed by law.

6.92 MEETINGS - PRIVACY: All meetings and hearings under the grievance procedure shall be held in private and shall include only such parties, their representatives, and witnesses only so far as is allowed by Florida Statute.

6.93 MEETINGS DURING WORK HOURS: When grievance meetings are held during Employee work hours, at employer's request, all Employees whose presence is required shall be excused with pay for that purpose.

6.94 GRIEVANCE RECORDS: Grievance records shall be kept in a separate file from an Employee's personnel file in so far as allowed by Florida Statute.

6.95 JURISDICTION: When the Association and the supervisor agree that the supervisor will waive Level I, the grievant may file the grievance and proceed through the grievance procedure from the informal proceeding to Level II. In the case where an alleged violation exists at multiple worksites or affects a broad class of Employees, the parties may begin at Level II of the grievance procedure.

6.96 GRIEVANCE FORMS: Grievance forms (Appendix C as modified) may be copied from this Agreement, created by computer, or may be obtained from the Association. The Association shall make grievance forms available to Employees.

6.97 GRIEVANCE PROCESS: Notwithstanding the expiration of the Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.

6.98 If a grievance affects a group or class of employees in more than one school/work site, the grievant's may submit such grievance in writing to the Superintendent directly; and the processing of such grievance will commence at a Formal Level II. Such grievance shall be signed by at least two (2) Teachers, or the Association President.

6.99 Any employee who participates in any grievance as described herein shall not be subjected to discipline, reprimand, warning or reprisal because of such participation.

ARTICLE VII - CURRICULUM AND INSTRUCTION

- 7.01 The educator values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.
- 7.02 The School Board supports the concept of academic freedom as set forth in the laws of Florida and the policies of the School Board.
- 7.03 Reference Materials: the Board agrees to continue to make available to Teachers the reference materials maintained by the district. Principals are encouraged to provide additional reference materials of high use in schools where feasible.
- 7.04 Materials: The Board agrees to provide the following materials :Safety equipment, i.e. safety glasses or visors, lab coats and/or shop aprons, gloves and sanitation supplies for those teachers who are assigned in subject areas or work with students where the items are necessary, educational computer software, appropriate texts, library reference facilities, maps, globes, laboratory equipment and computers or computer laboratories in sufficient numbers to Florida Department of Education testing requirements, current periodicals, standard tests and questionnaires, musical equipment, art supplies, and physical education equipment. The Board recognizes that the above listed items are necessary tools of the teaching profession and agrees to allow Teachers to participate in their selection as long as it is consistent with Board policy and fiscally reasonable and prudent. The Administration agrees to allow teachers to petition through HCEA to the assistant superintendents any concerns regarding equitable distributions of materials, supplies, and textbooks. Additionally, the assistant superintendents agree to respond in writing to any such teacher concerns.
- 7.05 Copying/Printing Equipment: The Board agrees to make available and accessible in each school fully functioning printing equipment and fully functioning copying facilities. As well as, computer equipment with Internet access to aid Teachers in the preparation of instructional materials. Reasonable restrictions shall not be placed on a Teacher's use of the equipment for teaching purposes. In addition, the Board shall make available the capability to print in individual classrooms or team or common planning areas. The Board shall furnish without cost to employees ink, paper, and other supplies necessary for use of such printers up to a set amount for each school year which will be determined by the school principal.
- 7.06 Media Center: The District will make every effort to continue to provide a media center staffed by a media specialist in each school to supplement and complement the required curriculum.
- 7.07 Submission of Grades: Teachers shall not be required to submit grades until the end of the workday 2 days following the end of the grading period.
- 7.08 Changing Student Grades: The Teacher shall maintain the right and responsibility to determine grades and other evaluations of students within the policies of the district and affected State Statutes.
- 7.09 CREATION OF MATERIALS
- 7.091 Title to patents and copyrights of materials or equipment developed on school time or utilizing school supplies are equally the property of the Board and the employee. Clear title shall vest in the Board if the employee, for any reason, terminates his/her employment. An employee changing work locations within the county may retain physical possession of such materials, with the approval of the employee's current administrator.
- 7.092 Any materials or equipment created as a result of an employee's contractual obligations to develop such materials are the property of the Board.

ARTICLE VIII - TEACHING CONDITIONS

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

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

The basic workday will include no less than thirty (30) minutes duty-free lunch, and any other related duties assigned by the principal. All elementary school teachers shall have a planning period each day equal in length to the length of time for specials. All secondary teachers shall have a planning time daily equal in length to a normal teaching block.

Whenever possible, planning/preparation time for teachers will be scheduled within the student day. Every classroom teacher (teachers with students assigned to them daily as a class) will be guaranteed at least 60%, or three out of five days, of his or her weekly planning time, except in the case of an unusual circumstance or an emergency. Teacher planning time includes team, grade level and facilitated planning. Individual classroom planning time can be defined as time for a teacher to plan, grade, make phone calls to parents, organize or create teaching materials, research, conduct parent conferences, or take care of other business related to the successful and positive management of the classroom environment.

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

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

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

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

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

Each Teacher shall promptly report in writing to the principal any physical condition in the school which he considers to be potentially unsafe, hazardous or unhealthy to the well-being of the students and/or employees in the school using the form found in appendix.

8.07 With the exception of emergency situations, Teacher participation in extracurricular activities outside of the regular workday, and for which no additional compensation is paid, shall be strictly voluntary.

8.08 Faculty meetings ordinarily will be scheduled during the regular workday; but in the case of special needs, faculty meetings may be extended beyond the regular workday without additional compensation. High Schools and other locations where students attend school right up to the end of the teachers' contractual day will make every effort to limit the number and length of after school faculty meetings as much as possible. Each school will designate a school calendar committee (SCC) prior to the beginning of the school year. The SCC shall include a minimum of one teacher designated by HCEA, and the composition of the committee should represent the interests of the entire faculty and staff. The SCC will review and advise the building administration on a yearly calendar of faculty

meetings, professional days, parent/teacher conference days, progress report dates and/or any other events scheduled in addition to the regular instructional calendar. Each SCC shall have the annual calendar completed and available to the faculty by September 15th of each school year. Every effort will be made to communicate the school calendar to all faculty and staff and should include starting/ending times. Emergency meetings may be held without prior notification at the discretion of the principal. Such emergency meetings shall not continue more than thirty (30) minutes beyond the regular workday. A record of all emergency or non-scheduled meetings will be attached to the school's annual calendar, and it will be kept on file for future planning. Administration will make every effort to provide a minimum of 24-hour advance notice, for any additional meetings not referenced on the school's annual calendar or meetings which require additional time.

- 8.09 When school is not in session, individual Teachers may be given access to their workstations by arranging such access with the principal.
- 8.10 The Board shall provide each Teacher with a duty-free lunch of not less than thirty (30) continuous minutes, except when in the judgment of the principal an unforeseen emergency situation requires assistance with supervision of the lunch program. The thirty (30) continuous minutes of lunchtime shall be exclusive of the time necessary to supervise or escort students to their lunch period.
- 8.11 An annual contract or probationary contract teacher whose contract will not be renewed for the following year will receive a copy of his or her final evaluation, if available, or the principal's portion, if the final is not available, within five days of not being renewed. The non-renewal determination and notification will occur no less than ten (10) calendar days prior to the last school day for students. If the calculation of the ten (10) calendar days falls on a Saturday, the default day for notification will become the Friday before. If it is a Sunday, it will become the Monday after.
- 8.12 It shall be the goal of the Board to maintain classroom and other areas of each school in a reasonably clean condition subject to reasonable limitations.
- 8.13 Any incident of alleged professional abuse or harassment upon a Teacher by an administrator shall be grounds for a formal grievance in accordance with Article VI. Teachers are protected from bullying and harassment, including cyber-bullying, as outlined in the District Bullying and Harassment Policy number 340 and by all applicable state statute.
- 8.14 It shall be a goal of the Board to ensure that each Teacher is provided the opportunity to receive technological training appropriate to his/her instructional assignment and will have available the necessary technical support and assistance to assure the proper functioning of the technology equipment and software programs provided by the Board.
- 8.15 Only personnel trained as Nurses, UAP's, First Responders or other appropriate medical personnel at schools will be assigned the responsibility for the clinic or medical procedures except in the case of an emergency.
- 8.16 Upon teacher request, an administrator, or his or her designee, may be requested to be in attendance at a parent conference or meeting where there is a reasonable expectation of inappropriate behavior toward the teacher by the parent or guardian. When possible, the administrator, or his or her designee, shall meet prior to the conference to develop a positive focus for the meeting and a strategy to maximize conference effectiveness for all parties.
- 8.17 The primary purpose of lesson plans is to guide instruction. The format for daily lesson plans should provide for ease of use by the teacher or substitute and should not be unreasonably complex. Daily lesson plans will not require the verbatim duplication of information clearly available by reference elsewhere (does not include computer disks).
Any required current lesson plans shall be available in the classroom for inspection at all times.

The teacher's plans are to be used as a guide in order to fulfill the county's instructional objectives and to assist the teacher in conducting a planned instructional program.

The principal or his/her designee may request, in advance, teachers to submit a copy of their lesson plans used for the teaching week.

Teachers need to use the district's lesson plan template if available.

ARTICLE IX - TEACHER'S AUTHORITY AND PROTECTION

- 9.01 The Teacher recognizes his/her responsibility to promote proper conduct of all students under his/her supervision in the school buildings and on the school grounds as well as in his own classroom. The Teacher will cooperate with the principal in securing and maintaining proper school discipline. Student discipline is based on the requirement that all students must adhere to a reasonable code of acceptable behavior and to comply with all school rules and regulations.
- 9.02 The Board recognizes its responsibility to adopt rules and regulations for the control, discipline and suspension of pupils and to decide all cases recommended for dismissal.
- 9.03 Teachers, with the assistance of the school administration as needed, are responsible for maintaining student discipline in the classroom and throughout the school grounds. In carrying out this task, the Teacher shall have the authority given him in accordance with F.S.1003.32
- 9.04 A Teacher may impose customary classroom discipline as outlined in Board policy and may use such force as is necessary to protect him/herself from attack or to prevent injury to another pupil.
- 9.05 A Teacher may refer a student to the principal's office when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the behavior makes the continued presence of the student in the classroom intolerable. If a teacher refers a student from the classroom for any reason, the student must be sent to the principal's office with a written explanation of the reason for the referral, which the teacher will provide as soon as possible
- 9.06 Any case of assault upon a Teacher in the performance of his/her duties shall be promptly reported to the Board or its designated representative. The Teacher assaulted is free to exercise his/her right to file a complaint with the proper authorities and take whatever legal action he deems appropriate.

Time loss by a Teacher in connection with such an assault shall be handled as follows:

- 9.061 Time for appearances before a judicial or legal authority shall result in no loss of pay or reduction in accumulated sick leave.
- 9.062 In case of disability from a physical assault, the Teacher may apply for illness-in-line-of duty leave as set forth in the Florida State Statutes. In order to document the injury, the Teacher should complete and submit a First Report of Injury Form to the Principal or Supervisor. If the teacher needs medical attention, he/she will be directed to a medical facility. If verified, the injury/illness and any related absence will be submitted to Worker's Compensation.
- 9.07 No disciplinary action against a Teacher shall be taken on the basis of a complaint, nor shall any notice thereof be included in the Teacher's personnel file, unless the matter is first reported to the Teacher in writing by the person receiving the complaint.
- 9.071 Every effort will be made to respect the professionalism of teachers. When it becomes necessary for teachers to be interviewed by law enforcement officers, to the extent possible, such interviews will not take place in the presence of students.
- 9.08 The Board may provide legal services to the extent provided by law for Teachers who may be sued in tort for accidents which occur while the Teacher is on duty.

ARTICLE X - GENERAL EMPLOYMENT PRACTICES

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

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

Any teacher may be assigned as a classroom substitute for emergency purposes only, and only after all other remedies have been exhausted. A secondary teacher assigned to substitute will have a 60-minute extended day, and will be compensated at the teacher's regular hourly rate. Elementary Teachers who experience an increase in their normal workload by accepting a portion of the students assigned to an absent Teacher in order to cover a class when no substitute is available shall have their pay increased by \$25.00. The class will be divided as equally as possible among no more than five Teachers. This language does not apply to allocation adjustments at any worksite.

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

- 10.03 Lead teacher positions shall be rotated bi-annually between qualified applicants. Starting the 2022-23 school year a principal may retain no more than 4 current lead teachers for 1 additional two- year term and shall post the remaining vacancies for a two (2) year term. Qualifications include at least the following: Completed three (3) years in the district at the time of application; Completed Clinical Education training. Be a member of the team/department for the position applied for; and have an evaluation rating of at least effective for the past year. If no qualified applicant applies the principal may open up the position to the other grade level/department employees. The principal at each site shall advertise to all teachers, within the site, during the first two (2) weeks in April. After the application window closes, the principal will interview and select the candidate to recommend to the Superintendent for nomination to the Board for the first Board meeting in June for action. All principals shall notify all applicants in writing as to their decision for recommendation by April 30th of each year.

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

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

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

- 10.07 Any discipline of an employee including reprimand, disciplinary suspension, or demotion while under an Annual, PSC or CC contract shall only be for just cause as defined in Florida Statute 1012.335.

DISCIPLINARY ACTIONS

- Section 1. a. This Article covers actions involving oral or written warnings, written reprimands, suspensions, demotions, dismissals, or reductions in grade or pay with prejudice.
b. All facts pertaining to a disciplinary action shall be investigated as promptly as possible. Actions under this article shall be promptly initiated after all the facts have been made known to the official responsible for taking the actions.

- Section 2 Disciplinary actions shall be governed by applicable statutes.

- Section 3 An employee against whom action is to be taken under this Article shall have the right to due process.

- a. Prior to discipline the supervisor must conduct a fair and objective investigation.
- b. Discipline shall be progressive in nature, however certain serious breaches of conduct may result in immediate termination

Section 4 The Union shall be provided with a copy of all correspondence that is related to the action of the employee the Union is representing.

Section 5 The employee and his representative shall be afforded a reasonable amount of time to prepare and present appropriate responses to the proposed actions. This amount of time is to be mutually agreed upon by the parties.

Section 6 Administration involuntary reassignments to other schools, retraining, recertification, oral counseling, and remedial training shall not be considered disciplinary actions and shall not be used as a substitute thereof.

Section 7 Previous charges or actions that have been brought forth by the administration may be cited against the employee if these previous acts have occurred within the two(2) years preceding the existing allegation and are reasonably related to the existing allegation. All previous charges or actions must have been shared with the employee.

Section 8 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 or other flagrant violations, progressive discipline shall be administered as follows:

- 1) Corrective discussion (verbal) notation only in site notes to sunset at the end of the school year.
- 2) Corrective summary (letter of concern) sunset after a period of two(2) years if no actions of a similar nature have occurred.

Steps 3-5 only may be appealed through the grievance process

- 3) Written warning (reprimand)
- 4) Suspension without pay up to 5 days
- 5) Dismissal. (Termination)

If any discipline is forwarded to the DOE PPS, the teacher shall be notified in writing and a copy of the submittal may be requested by the teachers for all documents permitted by Statute.

Section 9 SUNSET OF LETTERS OF REPRIMAND

Letters of reprimand in an employee's official personnel file SHALL BE DEEMED AND MARKED AS SUCH, "No longer valid for discipline" after a period of two(2) years. It is understood the District will only follow this section if a file is reopened for new discipline.

10.08 WORKPLACE CIVILITY: Employees shall not engage in speech, conduct, behavior (verbal or nonverbal), or commit any act of any type which is reasonably interpreted as abusive, profane, intolerant, menacing, intimidating, threatening, or harassing against any person in the workplace. Bargaining unit employees may address alleged violations of this provision by filing an incident report with the supervisor against the person allegedly committing the violations. The resolution of a complaint under this provision may result in disciplinary measures which include reprimand (verbal or written), involuntary transfer, suspension (with or without pay), and possible termination.

ARTICLE XI - TRANSFERS AND REASSIGNMENTS

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

Voluntary Transfers

- 11.02 Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another class, building or position shall file a written statement of such desire with his Principal or Superintendent.
- 11.03 Teachers who have requested transfer or reassignment shall be notified in writing of the administrations action on said transfer or reassignment as soon as action is taken.

Involuntary Transfers

- 11.04 The Superintendent may, when deemed in the best interest of the school system, recommend to the Board an involuntary transfer of a teacher. Prior notice of the impending transfer will be communicated to the Teacher, and a conference with the Superintendent may be scheduled prior to the final recommendation. A Teacher who is being considered for an involuntary transfer for the start of a new school year shall be given written notice twenty (20) calendar days prior to the first teacher workday of the new school year. If it is necessary to make an involuntary transfer during the school year, the Teacher(s) being considered shall be given a minimum of ten (10) calendar day's written notice.

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

11.041 Turnaround Schools

In the event that any under-performing school in the district becomes managed by an entity other than the local School Board and Superintendent,

- a. any employees that request a transfer from that school shall be placed in comparable positions at another school before any new employees are hired, provided that the transferring employee has an Effective evaluation rating or higher from the previous year and possesses the job qualifications, training, and/or certification.
- b. employees with Professional Service Contracts or Continuing Service contracts shall be given priority in transfer requests over employees with probationary or annual contracts.
- c. any employees who remain employed at that school will be considered "on leave" and their time spent at that school shall not constitute a break in service should they transfer to another district-managed school at a later date or should their school return to district management.

Reduction In Work Force (RIF)

- 11.05 In the event the Board determines that a reduction in work force (RIF) is necessary, it shall give written notice to the Association twenty (20) days prior to implementing such Teacher reduction.
- a. The Superintendent shall determine the layoff area (e.g. Math, P.E., Guidance, etc.) and number of positions affected in each layoff area in secondary schools and the number of positions in elementary schools in which reductions shall be made. The names, schools, and teaching areas of all Teachers whose contracts are to be terminated because of a reduction in force shall be given, in writing, to the Association.
 - b. Should the School Board have to layoff Teachers in any of the areas identified in Section 11.05 a, the district will retain teachers based on the educational program needs and the performance evaluations of the employees within the affected program areas. The following criteria in accordance with 1012.33 (5) will be used as a basis for determining those teachers to be laid off:
 1. Within the program areas requiring reduction, the employee with the lowest performance evaluations must be the first released; the employee with the next lowest performance evaluations must be the second to be released, and reductions shall continue in like manner until the needed number of reductions has occurred.

2. If an open position is available at the time of the RIF, employees that have been released under section 1 above who are certified and meet the qualifications of a position in an unaffected area, shall be transferred to the open HCEA bargaining unit position.
3. If there are multiple properly certified candidates for an open position, candidates will be transferred based upon highest performance evaluation.

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

- c. No assignment of personnel new to the school system to a vacancy or new position shall be made until all RIF recalls and pending requests for transfer to the position by current Teachers have been acted upon. In acting upon such reassignment or transfer requests, the decision of the Superintendent or Principal shall be based upon comparison of each candidate's current certification, performance, based on teacher evaluation, in the teaching area(s) related to the vacancy or new position. The decision on the matters brought forward may not be grieved beyond level two of the grievance procedures set forth in Article VI of this Agreement.
- d. Teachers laid off pursuant to this Article shall be given the opportunity to continue insurance coverage in existing programs during the layoff provided that the premiums for such insurance programs shall be paid by the Teacher on a monthly basis in advance of the month due.
- e. Any Teacher who would have qualified for normal retirement, age 62 or 30 years, during the reduction year shall be permitted to teach through that year so as to acquire needed service to retire or vest retirement benefits.

11.06 RECALL

The following procedures shall be followed for recall of employees:

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

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

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

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

ARTICLE XII - TEACHER EVALUATION

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

1. A copy of the overall rating/score will be provided to each teacher as soon as is practical after the district is in receipt of this information from the state. The release date of the overall rating scoring data will be determined in consultation with HCEA leadership.
2. A formal observation for a teacher who has received a highly effective rating in the instructional practice component for three (3) consecutive years may be waived through a signed agreement with the principal and the teacher. The teacher's evaluation cannot be lower than the previous year without a formal observation occurring. If the assessing administrator, through informal observations determines the need, he/she may reinstitute the formal observation of a teacher or the teacher may request one

Roster Verification: The District will provide training each year during the regular school day, for the student roster verification process. This training will include written directions for roster verification that are clear and easily understood. It shall also include contact information regarding who to call for assistance with the verification process.

Teachers will be notified at least two (2) weeks in advance of the due date for submission of roster verification.

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

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

12.04 All observations of Teachers for the purpose of formal classroom evaluation shall be conducted openly and with the full knowledge of the Teacher. Mechanical devices may be utilized only with the permission of the Teacher. A minimum of two classroom observations shall be made by the immediate supervisor of each newly employed Teacher. If deficiencies have been cited, the evaluator shall note deficiencies and discuss recommendations for improvement. The evaluator shall recommend a reasonable period of time for the correction of such deficiencies and provide assistance in their correction.

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

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

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

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

12.08 THE EVALUATION COMMITTEE

12.081 Substantive changes to the Teacher Evaluation System Procedures Manual (Evaluation Manual) shall reflect new contractual language agreements in this article and updates as required. The Evaluation Committee is charged with recommending and aligning those contractual language changes to the Teacher Evaluation System Procedures Manual (Evaluation Manual). This to include items such as valid evaluation procedures and valid evaluation components: VAM use, EOC's, other student growth measures, District cut score, etc. The committee will be comprised of an equitable number of both District and HCEA members and function as a subgroup of HCEA and the District bargaining team. Area or grade level experts will be included ad hoc depending on the area of work of the committee.

12.082 The Evaluation Committee shall also provide oversight of all planning development and implementation of the Evaluation Process creating and overseeing a system to ensure reliability and validity of observations and to ensure that all evaluations are conducted by trained personnel. This shall include an appeals committee and process for appeals. Appeals will be permissible for procedural issues only. The committee will replace the grievance process for evaluations.

ARTICLE XIII - EMPLOYER RIGHTS

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

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

ARTICLE XIV - LEAVE PROVISIONS

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

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

14.02 Sick Leave (with compensation)

14.021 Any Teacher employed on a full-time basis in the Hendry County School System who is unable to perform his duties because of illness or because of illness or death of a relative shall be granted leave of absence for sickness by the Superintendent to the extent provided by law.

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

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

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

14.0241 Conditions for Sick Leave:

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

14.0242 Sick Leave Buy Back – to encourage and reward Teachers who maintain good job attendance, the parties agree to the following incentive award:

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

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

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

14.031 Each member of the instructional staff is entitled to illness-in-line-of-duty leave not to exceed ten (10) days each year because of illness from any contagious or infectious disease contracted in school work or injury incurred in the discharge of duty as outlined in the Hendry County School Board Policy. Confirmation that such illness was in fact contracted in line of duty must be secured from an attending physician. Sick leave shall be non-cumulative and shall not be charged against the accrued leave of the individual.

14.032 All claims for illness-in-line-of-duty leave shall be submitted to the Superintendent. If approved, he will authorize payment thereof.

14.033 In the opinion of the Board, if circumstances warrant it, the Board may grant additional days as it deems appropriate.

14.04 Personal Leave (with compensation):

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

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

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

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

Personal Leave on the day before or after a holiday or during the first or last week of school for students will be considered by the principal when the request complies with paragraph one of Article 14.04, above. Teachers will have to complete form CSD00629, Personal Leave Form for the Personal Leave request at these times for the request to be considered by the principal. Principals will approve or disapprove requests in the order in which they are received and send his or her recommendation to the Superintendent for final approval. A Holiday or break is defined as any marked on the Official School Board Calendar as "Holiday" or "Break." These requests should also be received at least 30 calendar days in advance except in the case of an emergency.

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

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

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

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

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

14.05 Professional Leave (with compensation):

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

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

14.06 Holiday Leave (with compensation):

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

14.07 Family Leave (without compensation):

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

- 14.071 A leave of absence shall be granted for a total of 12-work weeks during any year for one of the following reasons: (A year is defined as 365 days from the date of the event giving rise for the request.)
- a. The birth of a son or daughter in order to care for such son or daughter
 - b. Placement of a child with the employee for adoption or foster care
 - c. Care for the spouse, son or daughter, or parent of the employee if such immediate family member has a serious health condition
 - d. A serious health condition that makes the employee unable to perform the functions of the position of such employee
 - e. To use for any qualifying exigency arising out of the fact that a covered military member (member of the National Guard and Reserves) is on active duty or called to active-duty status in support of a contingency operation. A qualifying exigency is defined as follows: a) Short-notice deployment; b) Military events and related activities; c) Childcare and school activities; d) Financial and legal arrangements; e) Counseling; f) Rest and recuperation; g) post-deployment activities; h) Additional activities not encompassed in other categories, but agreed to by the teacher and the Board; or
 - f. To care for a covered service member with a serious illness or injury incurred in the line of duty while on active duty.

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

- 14.072 An "eligible Teacher" means one who has been employed:
- a. For at least 12 months by the Board, and ...
 - b. For at least 1,250 hours over the previous 12-month period (prior to the first day of requested leave), and ...
 - c. Works at a work site within 75 miles of a work site that has 50 or more employees

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

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

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

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

- 14.076 Teachers who wish to take medical leave as outlined in 14.071 c) and d) above must provide the Board with 30 calendar days written notice, except that if the date of the treatment of care requires leave to begin in less than 30 days, the Teacher shall provide such notice as soon as is practicable. Teachers shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer.
- 14.077 Family leave as outlined in rule number one above subsections a) and b) shall not be taken intermittently. The affected Teacher may take up to the full 12 weeks for leave provided by law.
- 14.078 Medical leave as outlined in 14.071 c) and d) above may be taken intermittently when medically necessary. Under such circumstances, the Teacher must try to schedule the leave so as not to disrupt unduly the employer's operations. Also, the Superintendent may place the Teacher in an alternative position which better accommodates the intermittent leave. For Teachers and those who work variable hours, the family and medical leave entitlement is calculated on a pro rata basis.
- 14.079 Leave under the Family and Medical Leave Act is intended to provide assistance to Teachers who do not have other leaves available. Therefore, pursuant to the authority granted under said law, Teachers wishing to take family or medical leave must first use the following leaves:
- a. Teachers must substitute any accrued paid vacation for family leave provided for in rule number one, subsections a) and b), above for any part of the 12-week leave period.
 - b. Teachers must substitute any accrued paid vacation, sick leave, disability leave, and worker's compensation leave for medical leave as described in 14.071 c) and d) above. (Note: Teachers who do not qualify for disability or worker's compensation may qualify for medical leave if they meet the certification requirement listed in 14.080 below.)
 - c. The Board will not count paid leave which was not for a family or medical purpose against the Teacher's FMLA 12-week leave entitlement.
- 14.08 The Board shall require a medical certification from eligible employees who request medical leave under the FMLA. The form will be provided by the Superintendent, and the completed form must be returned within a time frame determined by the Superintendent. The administration or Superintendent may require a second or third opinion (at its own expense), periodic reports on the employee's status and intent to return to work, and a fitness-for-duty report to return to work.
- 14.081 Upon return from an FMLA leave, and within the 12-week period, the affected Teacher is entitled to be restored to the same position that the Teacher held when the leave started, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

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

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

14.09 Military Leave:

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

14.10 Extended Sabbatical Leave (without compensation):

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

14.11 Extended Personal Leave (without compensation):

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

14.12 Sick Leave Bank

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

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

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

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

- a. The member shall request withdrawals from the Bank only for personal illness, accident, or injury.
- b. The member shall have exhausted all accumulated sick leave.

- c. The member shall have been absent at least ten (10) consecutive days after exhausting all available sick leave.
- d. The member shall not make application for withdrawals during the first 90 days of membership in the Bank.
- e. The member shall not be eligible to withdraw days from the Bank for absences caused by elective surgery that normally could be scheduled during non-contract days and must provide documentation that said surgery is not elective.

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

14.13 Spouse Sick Leave

A Teacher 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.

This sick leave transfer will be completed as follows:

- a. This sick leave between employees is provided for the purpose of extending paid sick leave in the event of a personal illness or the illness of a family member documented by a physician.
- b. The recipient may not use the donated sick leave until all of his/her sick leave has been depleted, excluding sick leave from a Sick Leave Bank, if the recipient participates in the Sick Leave Bank.
- c. The minimum number of sick days that can be transferred at one time is five (5).
- d. The transferred leave may not be included in leave for which terminal pay is provided upon the retirement or death of the receiving employee.
- e. Any unused transferred sick leave shall be reinstated to the transferring employee upon the return to work of the receiving employee.
- f. Any unused transferred sick leave shall be reinstated to the transferring employee in the event of the retirement, death, or resignation of the receiving employee.
- g. Days will be converted to hours, which are proportional to the number of hours the receiving employee works per day. [Example: The receiving employee works six (6) hours per day.
- h. The transferring employee will transfer thirty (30) hours of sick leave (5 days x 6 hours = 30 hours). Transferred leave dates may not exceed the end of the recipient's work year.
- i. Donated time will reduce leave balances based on the most recent time earned.

14.14 Bereavement

All full-time employees, upon request, will be granted up to three (3) workdays with pay, in death of any relative, during contracted days, as defined by the U.S. Office of Personnel Management.

Bereavement leave is of a special nature and may not be deferred or converted to any other purpose. It is not charged against any other leave account and is not accumulated in annual or sick leave. Payment in lieu of funeral leave is not authorized.

Supervisors may request verification of death and relationship from the employee prior to recommending approval of bereavement leave.

14.15 Sick Leave Donation to Another Employee

For purposes of this section sick leave shall be defined pursuant to F.S. 1012.61. Eligibility – Any member of the instructional staff or any other employee of a district school system employed on a full-time basis in the public schools who is unable to perform his or her duty in the school on account of personal sickness, accident disability, or extended personal illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, other close relative, or member of his or her own household, and consequently has to be absent from his or her work.

Any full time District employee may donate sick leave to another District employee in accordance with the following criteria:

1. The recipient must provide written documentation, by the treating physician, of the illness, accident, or injury for which the leave is authorized.
2. The donor must have a minimum of 75 hours (equivalent to ten (10) days) of accumulated sick leave remaining after making a donation of sick leave hours.
3. Donors will not be able to donate more than five (5) days of accumulated sick time at a time. If the receiving employee runs out of donated time subsequent donations to five (5) days at a time may be made.
4. If the donor is a member of the sick bank and finds it necessary to use sick bank days during the school year in which they donated days, the number of days they are eligible to use from the sick bank shall be reduced by the number of days they have donated to other employees.
5. The recipient may not use donated sick leave until all of his or her sick leave has been depleted, excluding sick leave from a sick leave pool, if the recipient participates in a sick leave pool.
6. Sick leave must be donated in full days depending on the length of the workday for the donating employee. Employees may not donate partial days.
7. Donated sick leave shall have no terminal value to the recipient.
8. Donated sick leave from employees shall be used on a first in first out basis until all donated sick leave has been expended or the recipient no longer needs the donated sick leave.
9. Donated sick leave shall be paid out at the rate of the employee receiving the sick pay. Donated days shall be paid out at a day for a day ratio. Donated sick days will be used on a first in, first out basis.

At the end of the authorized sick leave event any unused sick leave will be returned to the authoring employee whose donated sick leave has not been used.

10. Unused donated sick leave cannot be accumulated or held by the recipient after the authorized event is over.
11. An authorized event is over when the recipient is released by the doctor to return to work, when the event requiring the absence is over, when the recipient terminates his or her employment with the district for any reason or when the recipient is deceased (whichever comes first).
12. Employees wishing to donate sick time to another employee must complete a sick leave donation form and submit it to the Payroll Department
13. Absences which will result due to
 - Elective and/or cosmetic surgeries will be considered on a case-by-case basis.

ARTICLE XV – INSURANCE TBD held in abeyance.

- 15.01 The Board shall provide, without cost to the Teacher, group term life insurance for a twelve-month period in the following amounts:
- a. For an employee with 0-9 years of service in Hendry County Public Schools, an amount equal to one times the annual salary of the employee.
 - b. For an employee with 10-14 years of service in Hendry County Public Schools, an amount equal to 1.5 times the annual salary of the employee.
 - c. For an employee with 15 years of service in Hendry County Public Schools, an amount equal to two times the annual salary of the employee.
- 15.02 The Board shall provide insurance coverage in an amount not to exceed \$9,871 annually for comprehensive hospital/surgical/medical/dental and major medical/life/disability insurance protection for a twelve-month period for each Teacher. Any amount in excess of \$9,000.00 will be paid by the employee. Any increase in the cap amount above \$9,871 per teacher will be subject to bargaining.
- 15.03 The Board shall make available, through payroll deduction, Board-approved tax deferred annuity programs to all Teachers.
- 15.04 In the event that an employee has exhausted sick leave accrual, fringe benefits enumerated above shall continue throughout the balance of the Teacher's contract year provided the individual requests and is granted leave for medical reasons and submits documentation of need in the form of a physician's statement to his or her immediate supervisor.
- 15.05 The Superintendent or his designee shall notify a representative(s) of the Association prior to the development of insurance specifications and will give full consideration to input regarding the quality of the coverage and service being provided by the carrier once approved by the Board.
- 15.06 Husband and wife employees may elect to choose a dependent coverage plan in lieu of individual coverage provided that the total cost to the Board does not exceed \$19,742 Any amount in excess of \$19,742 will be paid by the individual. Either spouse may elect to purchase optional life insurance at no cost to the Board.
- 15.07 The Florida Statutes provide for the inclusion of retirees in the District's health and hospitalization plan. Retiree insurance benefit information can be found on the district's website.
- 15.08 INSURANCE BENEFITS TASK FORCE (IBTF): Within thirty (30) days after ratification of this agreement by the parties, a joint task force shall be created consisting of twelve members, three (3) HESPA, three (3) HCEA and six (6) members including the Chairperson who shall be appointed by the Superintendent. The IBTF shall review the current insurance programs. It will explore alternatives, improvements, changes and specifications to the existing insurance programs. The ITBF will meet quarterly.

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

ARTICLE XVI - PROFESSIONAL COMPENSATION

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

- a. The parties agree step increases (experience increments) will not be paid automatically each year. Payment of step increases or future increases in salary, if any, will result from the bargaining process. Per FL Statute there currently are no steps on salary scales.

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

16.021 Reemployment after the Deferred Retirement Option Program (DROP)

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

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

Furthermore:

- Extended Professional Leave without compensation shall not be granted.
- Teachers rehired after going through DROP shall not be eligible to participate in the sick leave bank.
- Employees hired after completion of DROP shall be considered members of the bargaining unit except for the limitations outlined in this article.

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

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

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

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

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

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

16.041 Each spring, or as positions become available, Principals will advertise at their schools open supplemental positions so that HCEA unit members may apply. If no HCEA unit member is hired for the supplemental position at the school site, Principals will advertise open supplemental positions at the other schools on their respective sides of the county as deemed appropriate. Principals shall hire Teachers first when filling extra-pay for extra-duty positions if the teacher meets the eligibility requirement(s). It is understood that all hiring decisions for these positions will be based on the appropriate criteria for each position with student safety and specific skill knowledge being the deciding factors

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

16.05 Terminal Pay Benefits

Terminal pay for accumulated sick leave shall be provided to any Teachers, provided the termination is not for cause as outlined in F.S. 1012.33(c) at retirement to any employee vested in the Florida Retirement System (FRS), (age 62 or 30 years of service or at retirement and eligible to receive retirement pay from FRS or Florida Investment System). Retirement is defined as a person currently drawing retirement benefits from the Florida Retirement System or Florida Investment System.

- a. if the employee leaves for disability retirement (Social Security or FRS,
- b. if the employee termination is due to a reduction in force,
- c. or to the employee's beneficiary if service is terminated by the employee's death.
- d. In all other instances of involuntary termination and RIF terminal pay shall not be paid unless the employee has completed six (6) years of continuous service with the Hendry County School District and if recalled the percent remaining if any will be returned to the employees account.

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

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

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

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

- 16.06 Any teacher who must use his personal automobile or otherwise provide his own transportation when on pre-approved school district business shall be reimbursed by the School Board at the prevailing adopted rate for out of county travel and in-county travel from side to side (66 miles per round trip). Such mileage reimbursement shall not include routine travel to and from the Teacher's home and the school to which he is assigned. Per Diem is to be paid in conformity with Board policies.

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

Any compensated assignments in addition to the regular school day shall be paid at the teachers' hourly per diem unless it is a stipended Professional Learning Community activity. Adult Education rates of pay are determined by the Adult Education Program and are NOT subject to this article.

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

16.072 Any summer assignment, including driver education and summer school courses, shall not be obligatory but shall be with the consent of the Employee. Selection of summer school personnel shall be based on certification, ESOL and reading endorsed, recency of experience in the grade level or subject area, teacher performance and evaluation of at least effective. Other qualifications which may be required shall be announced to the faculty.

16.08 The Board shall provide tuition reimbursement to each State of Florida, Professionally Certified Teacher, or a Teacher seeking a Professional Certificate and/or degree in a school of education program at the graduate school level, who is on an annual, professional service, or continuing contract at a rate equivalent to the state university system cost per credit hour as set by the Florida Department of Education for any course taken as part of an advanced degree program. Teachers must be highly effective or effective on their average evaluations to participate in the program. A maximum of twelve (12) credit hours are reimbursable per school year, unless the teacher is in an approved accelerated program in which all credits will be paid upon successful completion each year. A grade equal to or better than a "B" must be attained in each course to qualify. All participants must be employed a minimum of six consecutive years with the Hendry County School District to apply for consideration in the Tuition reimbursement Program. Teachers will apply to universities, online and in-person, that are in the Florida State University System for priority consideration. Prior approval must be requested for attendance to a non-state university or college.

16.081 Teachers can apply for the tuition reimbursement program after a minimum of six consecutive years of teaching for Hendry District Public Schools. Applicants to this program must have an average teaching rate of "effective" or "highly effective." Applicants must also hold a professional certification status with the Department of Education and must have met the requirements for "in-field" status and have completed ESOL Endorsement and a Reading Endorsement, for those seeking degrees related to reading. Areas of need for an advanced degree in either the federal, state or District Critical Needs Areas with an emphasis on Reading; elementary or secondary, ESE, Speech, Guidance, STEM Math or any other critical needs area as determined by the Board. All other types of programs must be mutually pre-approved by the Superintendent or their designee and the President of HCEA or their designee. The teacher shall furnish documentation of courses taken and advanced degree program acceptance.

- a. Teacher seeking advanced degrees in the critical needs' area of: ESE teacher, speech language pathologist, or school counselor may apply after three consecutive years teaching in Hendry County Schools and must agree to work six (6) years per b below.
- b. Employees must agree to work four additional years after degree completion in Hendry County Public Schools. If a teacher leaves prior to the end of his or her fourth year, the District will seek reimbursement under prorated terms. Entering into an agreement for tuition reimbursement for an advanced degree is not a guarantee of continued employment in Hendry District Schools.
- c. Guidance Counselors hired with six or more years in Hendry County may seek tuition reimbursement specific to a Masters Degree in Guidance, regardless if they hold another Master's Degree paid for by the district. Guidance Counselors seeking this particular reimbursement may take up to 6 credits per semester.

I. ELIGIBILITY CRITERIA

From funds available for this program, the District is authorized to reimburse the tuition of a teacher who is pursuing a graduate degree program at the masters, specialist, or doctorate level who meet the following criteria:

1. Is a full-time teacher with the Hendry County School District for a minimum of six consecutive years.
2. Must be effective or highly effective on their average evaluations.
3. Must hold a professional certification with the Department of Education.
4. Classroom teachers must have met the requirements for "in-field" status and have completed the ESOL Endorsement and Reading Endorsement, for those seeking degrees related to reading.
5. Submits documentation of acceptance into a graduate degree program in the form of a letter or statement of acceptance.
6. Submits a copy of a transcript or grade slip for the requested courses.
7. Submits a copy of a receipt for credit hour fees paid.
8. Submits a completed Advanced Degree Tuition Reimbursement Program Application (Form CPD 00165).
9. Must obtain a grade equal to or better than a "B".
10. Must agree to work four additional years after degree completion in Hendry County Public Schools. Teachers seeking advanced degrees in the critical needs area of: ESE teacher, speech language pathologist, or school counselor may apply after three consecutive years in teaching in Hendry County Schools and must agree to work six years. *If a teacher leaves prior to the end of his or her fourth year, the District will seek reimbursement under prorated terms.

II. REIMBURSEMENT

A maximum of eighteen credit hours are reimbursable per school year(fall, spring, summer), unless the teacher is in an approved accelerated program in which all credits will be paid upon successful completion each year.

Tuition Reimbursement Guidelines agreement form and application can be found in Appendix H.

ARTICLE XVII- MISCELLANEOUS

- 17.01 This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendments to this Agreement.
- 17.02 Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or Federal legislation, said provisions shall be automatically modified by mutual agreement of the parties to the extent that it violates the law; but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision. The parties shall renegotiate the provisions declared illegal.

ARTICLE XVIII - NO STRIKE CLAUSE

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

ARTICLE XIX - TERM OF AGREEMENT

This Agreement shall be effective as of July 1, [2024](#) and shall continue in effect through June 30, [2027](#) except each party may reopen for annual negotiations on any three (3) articles chosen by each party and on all provisions in Article XVI—Professional Compensation and in all referenced appendices and Article XV-Insurance.

HENDRY COUNTY EDUCATION ASSOCIATION

DISTRICT SCHOOL BOARD of HENDRY COUNTY

Date _____
President

Date _____
Chairman

Date _____
Treasurer

Date _____
Superintendent

Date _____
Chief Negotiator

Date _____
Chief Negotiator

Date _____
Bargaining Team Member

Date _____
Bargaining Team Member

Date _____
Bargaining Team Member

Date _____
Bargaining Team Member

Appendix A

SCHOOL BOARD OF HENDRY COUNTY

Name(s) of Grievant(s): _____

Work Site: _____

Address: _____ City: _____ Zip Code: _____

Phone: _____

Date of Informal Level Discussion with Administrator/Supervisor _____

Grievance Level I: Date Filed: _____

Grievance Level II: Date Filed: _____

Grievance Level III: Date Filed: _____

Grievance filed under the provisions of the: (Circle One) HCEA HESPA Contract

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

Date of Alleged Violation: _____

Statement of Grievance: _____

Relief Sought: _____

Grievant(s) Signature(s)

Grievance Level I:

Date Received by Administrator/Supervisor: _____

Position of Administrator/Supervisor: _____

Grievance Level II:

Date Received by Superintendent: _____

Position of Superintendent/designee: _____

Grievance Level III: (Mediation)

Date Received by Superintendent: _____

Mediation Request: Approved Denied

Grievance Level IV: (Arbitration)

Date Received by Superintendent: _____

APPENDIX B
Salary

24-25changes

Prorating payment for Sports

- According to the Florida High School Athletic Association dates are subject to change
- Confirm **the sports season** start and end date of sport with Athletic Director
- Count all days including weekends and holidays for total days of sport
- Divide supplement amount by number of sport days to calculate daily rate
- Count days employee coached – include weekends and holidays – start/end date will be provided by Athletic Director along with a corrected supplement appointment list

Prorating payment for Academic activities (clubs, class sponsors etc.)

- Divide supplement amount by **180 (student days)** to calculate daily rate
- School will provide start/end date and submit corrected supplement appointment list
- Count days employee was appointed do not include weekends or holidays

Prorating payment for Lead Teacher

- Divide amount by 190 (10 month working days) to calculate daily rate
- School will provide start/end date and submit corrected supplement appointment list
- Count days employee was appointed and do not include weekends or holidays

24-25 Salary increase/recurring money

The following is based on continuous teaching in Hendry County measured from your most recent date of hire ONLY:

0 to 9 years continuous teaching in Hendry: 3.0% increase on your 2023-24 teaching salary only. (Not advanced degrees or other stipends).

10 years or more continuous teaching experience in Hendry: \$500 plus market adjustment/ longevity of \$3500.

Retention bonus: Non-recurring bonus

All certified contracted teachers hired before September 30, 2024, will receive a one-time \$750 BONUS to be paid in November prior to Thanksgiving break.

Base pay for new hires will be \$51,000.

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

***PLANNED POST GRADUATE PROGRAM:**

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

CURRICULUM DEVELOPMENT AND INSERVICE ACTIVITIES: \$120

CCC SPEECH THERAPIST:\$4000

STATE APPROPRIATED BONUS: \$50

1. Advance Placement Test - 3 or higher per student: (D & F school \$500, Maximum Pay \$2000) Contingent on State Funding

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

CRITICAL SHORTAGE AREAS:.....\$3000

~~**READING ENDORSEMENT (ONE TIME BONUS):** \$1000~~
~~to receive bonus, teachers must have the Reading Endorsement on their DOE certificate~~

LEVEL INCREASES WILL NOT BE PAID AUTOMATICALLY EACH YEAR. PAYMENT OF LEVEL INCREASES OR FUTURE INCREASES IN SALARY, IF ANY WILL RESULT FROM THE BARGAINING PROCESS. THE FUTURE USE OF THIS SALARY SCHEDULE IS CONTINGENT UPON RECEIVING SUFFICIENT FUNDS FROM THE STATE, DESIGNATED FOR SALARIES. IF THIS FUNDING DECREASES BOTH PARTIES AGREE TO RETURN TO THE NEGOTIATION TABLE.

If budget constraints limit the district's ability to fully adopt salary schedules the performance salary schedule shall not be reduced in a manner that is proportionally greater than reductions to any other salary schedule adopted by the district.

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

Effective: **July 1,2020**
Adopted: **December 8, 2020**
Revised:

New hires will be placed at the same level as current hires of equal experience. There shall be no leapfrogging of current employees.

2024-2025 New Hire Placement only
Schedule Teacher - 10 Month

Experience/Levels of Pay	Salary
A. 0-9 Years	\$51,000
B. 10	\$51,550
C. 11	\$52,350
D. 12	\$53,000
E. 13	\$54,060
F. 14	\$55,120
G. 15	\$57,240
H. 16	\$58,830
I. 17	\$60,420
J. 18	\$62,010
K. 19	\$63,600
L. 20	\$65,190
M. 21	\$66,780
N. 22	\$68,370
O. 23	\$69,960
P. 24	\$71,020
Q. 25	\$72,080
R. 26	\$73,140
S. 27	\$74,200
T. 28	\$76,320

New hires will be placed at the same level as current hires of equal experience. There shall be no leapfrogging of current employees.

Grandfathered Min: \$59,353 Max: \$90,341

APPENDIX C

APPENDIX C:

HENDRY COUNTY ACTIVITIES/INSTRUCTIONAL SUPPLEMENT SCHEDULE AND DIFFERENTIATED PAY
2022 - 2023

SUPPLEMENTS

I. HIGH SCHOOL ACTIVITIES	
BAND AUXILIARY (DRILL/FLAG TEAM)	\$1,904
BAND DIRECTOR	\$3,236
BETA CLUB OR HONOR SOCIETY	\$881
CHORAL DIRECTOR	\$1,080
CLASS SPONSORS: Senior Class	\$881
Asst. Senior Class	\$548
Junior Class	\$1,039
Asst. Junior Class	\$548
Sophomore Class	\$548
Freshman Class	\$548
CYDA/LYDA-INSTRUCTIONAL LEADER	\$3,654
HOME/SCHOOL LIAISON (FEDERAL)	\$1,762
NEWSPAPER SPONSOR	\$1,393
PERFORMANCE BASED DIPLOMA (PBD) PROGRAM - RESOURCE COUNSELOR	\$3,654
PLAY DIRECTOR OR DRAMA	\$548
SCHOOL CLUBS (\$ PER SCHOOL)	\$548
SPRING ARTS	\$881
VOCATIONAL AGRICULTURE	\$3,236
YEARBOOK SPONSOR	\$1,393
I. MIDDLE SCHOOL ACTIVITIES	
BAND AUXILIARY	\$548
BAND DIRECTOR	\$1,567
BETA CLUB or HONOR SOCIETY (Each School permitted three sponsors)	\$881
CHORAL DIRECTOR	\$548
PUBLICATIONS/SCHOOL COMMUNICATIONS/NEWSPAPER SPONSOR	\$548
PUBLICATIONS/SCHOOL COMMUNICATIONS/YEARBOOK SPONSOR	\$548
SCHOOL CLUBS (\$ PER SCHOOL)	\$548
II. ELEMENTARY SCHOOL ACTIVITIES	
SCHOOL CLUBS (\$ PER SCHOOL)	\$548
IV. INSTRUCTIONAL	
ACT PROGRAM: Mentor for new ACT Teachers	\$784
INSTRUCTIONAL TECHNOLOGY SPECIALIST (ONE EACH K-12 SCHOOL)	\$1,421
LEAD TEACHER: (BASIC FORMULA: 8 Minimum or 1 per 100 students)	\$2,030
SCHOOL ADVISORY COMMITTEE (SAC) CHAIRPERSON	\$747
V. GRANT FUNDS: (Contingent on Funding each Year - Other added as funds are received)	
SADD SPONSOR	\$2,030
SAFE AND DRUG FREE SCHOOL SITE COORDINATOR	\$1,056
TAKE STOCK IN CHILDREN SUPPLEMENT	Grant Calculated
MENTAL HEALTH SUPPLEMENT AND SCHOOL PSYCHOLOGIST SUPPLEMENT	GRANT FUNDED
INSERVICE-TEACHER (Daily Rate)	\$122

Supplement compensation is determined by applying the index to the zero year, bachelor degree salary.

II. EXPERIENCE ADJUSTMENT FOR APPENDIX C & D

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

Effective: July 1, 2021
Adopted: Dec. 7, 2021

APPENDIX D

APPENDIX D:

HENDRY COUNTY ACTIVITIES/INSTRUCTIONAL SUPPLEMENT SCHEDULE AND DIFFERENTIATED PAY 2022 - 2023

SUPPLEMENTS

I. HIGH SCHOOL			
FOOTBALL	HEAD COACH		\$4,295
	SPRING TRAINING		\$1,336
	ASSISTANT*		\$2,314
	SPRING TRAINING		\$804
BASKETBALL	HEAD COACH		\$3,236
	ASSISTANT*		\$2,079
BASEBALL	HEAD COACH		\$3,236
	ASSISTANT*		\$2,079
SOFTBALL	HEAD COACH		\$3,236
	ASSISTANT*		\$2,079
TRACK	HEAD COACH		\$3,236
	ASSISTANT*		\$2,079
WRESTLING	HEAD COACH		\$3,236
	ASSISTANT*		\$2,079
SOCCER	HEAD COACH		\$3,236
	ASSISTANT*		\$2,079
VOLLEYBALL	HEAD COACH		\$3,236
	ASSISTANT*		\$2,079
ALL OTHER SPORTS	HEAD COACH*		\$2,765
	ASSISTANT*		\$1,786
ATHLETIC DIRECTOR			\$5,684
ATHLETIC FACILITY SUPPORT (FALL/WINTER/SPRING/SUMMER)			\$1,786
CHEERLEADER HEAD COACH (FALL & WINTER SPORTS)			\$1,904
CHEERLEADER ASST. COACH (FALL & WINTER SPORTS)			\$857
I. MIDDLE SCHOOL			
FOOTBALL	HEAD COACH		\$1,393
	ASSISTANT*		\$962
BASKETBALL	HEAD COACH		\$1,393
	ASSISTANT*		\$962
SOFTBALL	HEAD COACH	CROSS COUNTRY	\$1,393
	ASSISTANT*		\$962
VOLLEYBALL	HEAD COACH		\$1,393
	ASSISTANT*		\$962
ATHLETIC DIRECTOR			\$2,030
ALL OTHER SPORTS*			\$804
CHEERLEADER COACH (FALL & WINTER SPORTS)			\$804
INTRAMURAL SPORTS - (AFTER SCHOOL, 2-FALL/2-SPRING)			\$804

Supplement compensation is determined by applying the index to the zero year, bachelor degree salary.

*To be approved at the discretion of the Superintendent based upon an adequate number of participants.

II. EXPERIENCE ADJUSTMENT FOR APPENDIX C & D

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

Effective: July 1, 2021
Adopted: Dec. 7, 2021
Revised: July 19, 2022

APPENDIX E

**HENDRY DISTRICT SCHOOLS
PERSONAL LEAVE REQUEST FORM
Instructional & Non-instructional**

This Form should be completed only if the following conditions occur:

1. *Requested personal leave is the first or last week of the employment contract — requires 30 day notice*
2. *Requested personal leave is the day before or after a school holiday — requires 30 day notice*
3. *Requested personal leave is three or more days in duration — requires 30 day notice*

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

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

Employees planning to use Personal Leave for three (3) or more consecutive days must apply for requested leave at least 30 calendar days in advance, unless there is an emergency, and must state the reason for the leave request. These request require this form and a standard leave form be submitted together to the site administrator or Principal.

Employees planning to use Personal Leave on the day before or after a holiday or during the first or last week of his/her employment contract must apply for the requested leave using this form and a standard leave form. The two forms are to be submitted together to either the Principal or site administrator. A Holiday or break is defined as any marked on the Official School Board Calendar as "Holiday" or "Break." These request should also be received at least 30 calendar days in advance except in the case of an emergency. Employee Attendance is vital to the overall success of the education

For the students of Hendry County.

Name _____ Employee ID _____

Dates Requested _____ Work Location _____

Reason for Requested Personal Leave: _____

I certify that this Personal Leave is not being used for recreational purposes.

Requestor Signature **(Required for all Personal Leave)** _____ Date: _____

Principal Signature: _____

Superintendent's Signature: _____

Approved _____ Date: _____ Disapproved _____ Date: _____

(This request must be attached to a Leave/TDE Application CFD00001)

CSD00629
Revised 05/23/2018

This form available on the District website under employees – forms and in the Appendix of the HCEA contract

Appendix G

Policy, Data, Oversight PAY & LEAVE

Definitions Related to Family Member and Immediate Relative for Purposes of Sick Leave, Funeral Leave, Voluntary Leave Transfer, Voluntary Leave Bank, and Emergency Leave Transfer

On June 14, 2010, the U.S. Office of Personnel Management issued final regulations to modify its definitions of *family member* and *immediate relative*, and add related definitions (75 FR 33491), in response to Section 1 of the President's June 17, 2009, [Memorandum for the Heads of Executive Departments and Agencies on Federal Benefits and Non-Discrimination](#) (external link). The purpose of these changes is to promote consistent application of policy across the Federal Government and to help the Federal Government compete with the private sector to recruit and retain the best and the brightest employees.

These new and revised definitions modify the regulations at 5 CFR part 630, subparts B, H, I, J, and K, related to the use of sick leave, funeral leave, voluntary leave transfer, voluntary leave bank, and emergency leave transfer and expand the categories of individuals for whom an employee may use these types of leave.

Family Member

An individual with any of the following relationships to the employee:

1. Spouse, and parents thereof;
 2. Sons and daughters, and spouses thereof;
 3. Parents, and spouses thereof;
 4. Brothers and sisters, and spouses thereof;
 5. Grandparents and grandchildren, and spouses thereof;
 6. Domestic partner and parents thereof, including domestic partners of any individual in 2 through 5 of this definition; and
 7. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
-

Immediate Relative

An individual with any of the following relationships to the employee:

1. Spouse, and parents thereof;
 2. Sons and daughters, and spouses thereof;
 3. Parents, and spouses thereof;
 4. Brothers and sisters, and spouses thereof;
 5. Grandparents and grandchildren, and spouses thereof;
 6. Domestic partner and parents thereof, including domestic partners of any individual in 1 through 5 of this definition; and
 7. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
-

Parent

1. A biological, adoptive, step, or foster parent of the employee, or a person who was a foster parent of the employee when the employee was a minor;
 2. A person who is the legal guardian of the employee or was the legal guardian of the employee when the employee was a minor or required a legal guardian;
 3. A person who stands in *loco parentis* to the employee or stood in *loco parentis* to the employee when the employee was a minor or required someone to stand in *loco parentis*; or
 4. A parent (as described in the above subparagraphs) of an employee's spouse or domestic partner.
 - 5.
-

Son or Daughter

1. A biological, adopted, step, or foster son or daughter of the employee;

2. A person who is a legal ward or was a legal ward of the employee when that individual was a minor or required a legal guardian;
 3. A person for whom the employee stands in *loco parentis* or stood in *loco parentis* when that individual was a minor or required someone to stand in *loco parentis*; or
 4. A son or daughter (as described in 1-3) of an employee's spouse or domestic partner.
-

Domestic Partner

An adult in a committed relationship with another adult, including both same sex and opposite-sex relationships.

Committed Relationship

A relationship in which the employee, and the domestic partner of the employee, are each other's sole domestic partner (and are not married to or domestic partners with anyone else); and share responsibility for a significant measure of each other's common welfare and financial obligations. This includes, but is not limited to, any relationship between two individuals of the same or opposite sex that is granted legal recognition by a State or by the District of Columbia as a marriage or analogous relationship (including, but not limited to, a civil union).

Note:

The new definitions do not apply to the Family and Medical Leave Act (FMLA). The situations in which an employee can invoke FMLA leave and the individuals for whom an employee can provide care under FMLA are specified in law and the Department of Labor (DOL) Administrator's Interpretation No. 2010-3, which clarifies the definition of "son or daughter" under FMLA as it applies to an employee standing "in loco parentis" to a child. (See [CPM 2010-15 \(external link\)](#).)

References:

- 5 CFR 630.201, 630.803, 630.902, 630.1002, and 630.1102

Appendix H

Tuition Reimbursement Guidelines

- Each employee will be able to earn one Masters, one Specialist (Ed.S.), and one Doctoral degree (Ph.D. or Ed. D.) related to the education field, directly related to their teaching assignment, or Educational Leadership. Multiple degrees at the same level are not eligible for reimbursement. (2+ Masters, 2+ Specialist Degrees, 2+ Doctoral Degrees will not be eligible for reimbursement, only the first degree in each level related to education)
- Teachers who wish to participate in the Tuition Reimbursement Program should fill out the Tuition Reimbursement Interest Form and submit it to the Director of Human Resources before beginning courses for which they expect reimbursement.
- Tuition Reimbursement is capped at 6 graduate hours per semester (Semesters are considered Spring, Summer, and Fall) or 18 graduate hours per year unless approved by the Tuition Reimbursement Committee for special circumstances or accelerated course programs. Approval should be requested before registering and paying for classes since approval is not guaranteed.
- In-state tuition at the graduate school level will be paid at 100% per school, including fees for labs, etc.
- Out-of-state online Tuition Reimbursement must be preapproved by the Tuition Reimbursement Committee, which consists equitably of Hendry County School District representatives and Hendry County Education Association representatives. Hendry County School District and the Hendry County Education Association agree, require, and expect employees to seek state universities for their programs online and in person. Out-of-state tuition reimbursement will be at the sole discretion of the Tuition Reimbursement Committee and based only on special circumstances. The committee's decision is final and will not be eligible for appeal. If special circumstance consideration is granted, the employee is only eligible for reimbursement of 6 credits per semester at the average in-state tuition cost for similar programs.
- Teachers must earn either an A or B in their academic course to receive tuition reimbursement if the above criteria are met.
- Teachers must provide their most current transcript or grade report with their request for tuition reimbursement with the final grades posted for the classes for which they are seeking reimbursement.
- Teachers must maintain a 3.5 grade point average in their graduate program to continue with the reimbursement of their program. If their grade point average drops below 3.5, they will have one semester to improve to a grade point average over 3.5 the next semester or their reimbursement will be discontinued. If the employee drops below a 3.5 for a second time, they will be ineligible for tuition reimbursement moving forward at this degree level.
- Teachers will sign a four-year service agreement to continue their employment with the Hendry County School District upon completion of the degreed program, or stoppage of the degreed program, for which reimbursement was attained. In the event the Employee voluntarily quits

his employment with Employer before the four years, they will need to repay their tuition reimbursement based on a prorated rate taking into consideration the percentage of the four years they have completed. A payment plan will be made with the Hendry County School District that meets all state and federal laws.

- A waiver to the above four years will be considered upon favorably by the Tuition Reimbursement Committee for the following reasons:

- Employee has completed 15 years of continuous service in the district and has a medical condition that requires them to leave employment earlier than expected.
- An employee who retires and has completed 30 years of FRS Service and also has a minimum of 20 years of continuous employment with the school district.
- Death of a spouse that requires the employee to relocate outside of a 75 mile radius from Hendry County.

- I have read and understand the provisions of the Hendry County School Board Master Contract Article XVI Section 16.081, this Reimbursement Agreement and the Tuition Reimbursement Obligation Agreement, and agree to the terms and conditions of these documents.

Signature of Employee

Date

Title/position

School

Signature of Employer

Date

Title

School

Tuition Reimbursement Obligation Agreement

This tuition reimbursement agreement is made on _____ (Date) by and between Hendry County School Board (Employer) and _____ (Employee).

Employee has voluntarily applied to and been accepted into the following education program at _____ (accredited university, college, or program) for the academic year (annual) beginning on _____ (Date) and ending on _____ (Date).

Employer has agreed on the terms set forth in this agreement and in accordance with the HCRA contract Tuition Reimbursement Article XVI Section 16.081, to financially assist Employee in paying tuition for this educational program. In exchange for the Employer's financial assistance, Employee agrees to remain employed with Employer for a specific time period as set forth in this agreement or by repayment if Employee leaves before completing the agreed upon service to Employer as provided in this agreement.

In consideration of the mutual promises set forth in this agreement, Employer and Employee agree as follows:

Initial _____. 1. Tuition Assistance: Employer shall pay 100% in-state tuition at the graduate school level per school, including fees for labs, etc. Out-of-State tuition must be preapproved by the Tuition Reimbursement Committee. Tuition Reimbursement is capped at 6 graduate hours per semester or 18 hours per year.

Initial _____. 2. Employee Obligation: Employee agrees to earn an A or B in their academic course and maintain a 3.5 grade point average to receive tuition reimbursement if the above criteria are met. Should the employee not complete the program, fail the program, withdraw or be expelled from the program, the Employer's obligation shall immediately cease.

Initial _____. 3. Obligation Satisfied Four Years After Payment: Employee shall have no obligation to pay Employer for any payments made toward tuition assistance if, after completion of their academic course, the Employee maintains four years of continuous employment with the Hendry County School Board.

In the event the Employee voluntarily quits his employment with Employer, the Employee shall be responsible for repayment of 100% of the tuition costs. It will be at the discretion of the Superintendent or designee to consider circumstances that may arise.

In conjunction with this Tuition Reimbursement Obligation Agreement, all requirements outlined in the HCEA contract Article XVI Section 16.081, Tuition Reimbursement Agreements must be met. Nothing in either agreement constitutes a commitment of guarantee on the part of the Employer to provide continued employment to the Employee for any specific period of time or duration. Unless otherwise provided in writing other than this agreement, Employee's employment shall remain "at-will".

I have read and understand the provisions of the Hendry County School Board Master Contract Article XVI Section 16.081, Tuition Reimbursement Guidelines, and this Tuition Reimbursement Obligation Agreement, and agree to the terms and conditions of this document.

Signature of Employee

Date

Title/position

School

Signature of Employer

Date

Title

School