

**Agreement
between the
Hernando County School Board
and the
Hernando Classroom Teachers'
Association**

2020-2023

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PREAMBLE

The School Board of Hernando County, Florida, and the Hernando Classroom Teachers' Association, an affiliate of the Florida Education Association (FEA), National Education Association (NEA), American Federation of Teachers (AFT) and AFL-CIO agree that they hold as the highest objective the education and welfare of the students of the Hernando County School System and that the character of such education is dependent upon the quality and morale of the teaching service. Further, it is recognized that there should be a formalized process by which the School Board of Hernando County and its designees and representatives of the Hernando Classroom Teachers' Association can work toward a mutually satisfying agreement to fulfill the above stated objective. The Board and the Association agree that this preamble shall not be used to add to, alter, amend, or in any way modify any of the specific terms of the remaining articles of this agreement.

ARTICLE I **Recognition**

1.10 WHEREAS, The School Board of Hernando County, hereinafter called the "Board", recognizes the Hernando Classroom Teachers' Association, an affiliate of the Florida Education Association (FEA), and the National Education Association (NEA), American Federation of Teachers (AFT) and AFL-CIO, hereinafter called the "Association," as the exclusive bargaining representatives for the unit of employees described in the certification instrument, (Case No. 8H-RA-754-1041: Case No. 21) as set forth in Appendix E ordered by the Florida Public Employees Relations Commission on the 4th day of April, 1975, in Tallahassee, Florida, by the Florida Public Employees Relations Commission.

And

WHEREAS, the employees in this unit are described in the aforementioned certification instrument, hereinafter referred to as "bargaining unit members", this agreement is entered into between the School Board and the Hernando Classroom Teachers' Association.

1.11 The rights granted herein to the Association shall not be granted or extended to any other organization. The Association shall be afforded all rights under PERC Rules and Florida Statutes 447 and rights under this contract as the exclusive bargaining agent/representative for employees identified in PERC Certification #21.

ARTICLE II **Association and Professional Rights**

2.10 Nothing contained herein shall be construed to deny or restrict any bargaining unit member or Board rights under the Florida School Laws or other applicable laws.

2.11 The Board and the Association agree that neither will directly or indirectly discourage, deprive, nor coerce any bargaining unit member in the enjoyment of any rights conferred by this agreement or those rights stated in F.S. 447.

2.20 The Association shall have the right to use school buildings at all reasonable hours for meetings, provided the prior approval of the building principal is secured and that when special custodial service is required, the Board may make a reasonable charge therefore, as per Board policy.

2.21 The Association, with the prior approval of the building principal, shall have the right to use school facilities and equipment, including typewriters, copy machines, and audio-visual equipment and computers outside of the student day and when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies used, or repairs necessary by such use.

2.22 An opportunity shall be given to the Association at the end of each faculty meeting to conduct Association business provided prior approval of the building principal is secured. This meeting will be for those faculty members who wish to remain.

2.23 The Association may use the school mailboxes and the interschool mail service provided such use is confined to material for general distribution to bargaining unit members, association members, and building representatives.

2.24 The Board agrees to make available to the Association in response to reasonable requests information concerning the financial resources and conditions in the School District. The Association President or his/her designee can pick up at the School Board office any public documents at the expense of the Association. When the District reports the fund balance to the Commissioner of Education as per F.S. 1011.051, the Association President will automatically be provided with an electronic copy of the report.

2.25 Representatives for Board established committees shall be selected according to Board, Department of Education, and Federal guidelines. If said guidelines call for County-wide tasks, such as a calendar committee, the Association will be responsible for recommending the majority of the bargaining unit members to the Superintendent. In the event the Association fails to make recommendations, the Superintendent shall be entitled to make a selection without such recommendations. Service on such committees shall be strictly voluntary.

2.291 Duly authorized Association representatives shall be permitted to transact official Association business before and after the student day and during the bargaining unit member's lunch period, provided the bargaining unit member to be visited does not have lunch period duties on the day in question. The right of access shall not interfere with the student contact time or other assigned duties of individual members of the bargaining unit. The Association representative shall obtain the principal's permission to be on campus and to visit any bargaining unit member.

2.292(A) When it is necessary for the Association President or his/her designee to perform Association business which can only be performed during normal school hours, the Association President or his/her designee shall be permitted to use unassigned periods for the purpose, provided permission is given by the building principal and provided it does not interfere with or detract from the performance of his/her duties as a teacher.

2.292(B) Upon request of the Association at least five (5) days in advance the Superintendent may approve temporary duty leave for the Association President or his/her designee up to one full day not to exceed ten (10) days per school year. The Superintendent may grant additional days upon request.

2.292(C) Release Time Language – Upon approval of the Board, the duly elected Association President and/or designated officer(s) shall be released from his/her regular duties to perform the duties of the Association for his/her designated term. Said release shall be of any portion up to full-time basis, contingent upon the ability of the bargaining agent to satisfy the fiscal obligation of said release. The following expectations shall apply:

- A. The Board shall serve as the fiscal agent for the payment of his/her salary, fringe benefits and fixed charges, provided the union reimburses the Board 100% of any and all sums paid to or on behalf of said designated officer(s) for the release-time duties.
- B. The designated officer(s) shall be considered a full-time employed member of the Bargaining Unit and shall enjoy all rights, benefits, and entitlements appertaining thereto.
- C. The designated officer(s) shall return to the work location previously assigned at the end of

his/her term, provided an approved transfer has not occurred consistent with other portions of this collective bargaining agreement.

- D. Association reimbursement of salary, fringe, and fixed charges shall be based on a pro-rated share of the actual time released, with respect to both days and hours and be made in two lump-sum payments, with the first occurring on or about the last work day in September and the second occurring on or about the last work day in February.
- E. If the release time President and/or designated officer is less than a full-time position:
 - The President and/or designated officer (s) shall attend scheduled school faculty meetings, grading days, pre and post school days unless excused by the site based administrator.
 - The President and/or designated officer(s) will not apply for supplemental positions.
 - The work schedule shall be mutually agreed upon between the site administrator and the President and/or designated officer(s) provided 51% of the contracted time will be designated to the individual's contracted job assignment.

2.293 Hernando County School Board will approve Temporary Duty Leaves for elected delegates of the association to attend the Florida Education Association delegate assembly.

2.294 When available, as determined by the principal, the Association shall be provided with space on bulletin boards in each school to post Association notices and information. This space shall be in an accessible place for all members of the bargaining unit. If space is not available the Association shall provide a bulletin board for exclusive use. The principal and Association representative will agree on placement.

2.30 Any bargaining unit member may sign and deliver to the Board an authorization for deduction of membership dues in the Association at least two (2) weeks prior to any paycheck issuance date. The Board shall then deduct such sum as authorized in equal payments from the bargaining unit member's regular salary check beginning with the salary check received by the bargaining unit member in the pay period following a minimum of two (2) weeks after the date approved authorization was received in the superintendent's office. The dues deductions shall be transmitted by check transfer to the Association. An authorization for dues deduction shall continue thereafter unless revoked at the employee's discretion upon thirty (30) days written notice to the employer and the employee organization. Upon termination of the bargaining unit member's employment, the Board shall deduct the remaining months' Association dues from the remaining paycheck(s) unless revoked as provided herein. The Association agrees that it will indemnify and hold the Board harmless from any claim or demand asserted by any employee against the Board by virtue of the Board's performance of the undertaking of this section. The Association's rights to payroll deduction shall be in force so long as the Association remains the certified bargaining unit for the employees of the bargaining unit.

2.31 The Board will continue where practicable to make payroll deductions for Board approved programs provided such deductions are properly authorized by the employee.

2.40 Bargaining unit members have the right to request through the Superintendent's assigned designee to have their children attend the school of their choosing.

2.50 Any survey of the bargaining unit related to the contract between the Association and the Board will be done exclusively by the Association.

2.60 Bargaining unit membership on the School Advisory Committee shall be in accordance with Florida Statute. The Faculty members shall be nominated and elected by faculty.

ARTICLE III
Negotiation Procedures

3.10 If the Association or the Board desires to negotiate a successor agreement to this agreement, a written notice must be submitted to the School Board or the Association, as the case may be. If such notice is given, negotiations shall be initiated on a mutually agreed upon date. When deemed necessary by the Superintendent, release time may be granted to the members of the negotiations team(s) so that the teams may meet during regular school hours for the purpose of reaching a successor agreement.

3.20 It is recognized that no agreement between the parties may be executed without ratification of the total contract by a majority of the Board and by a majority of the bargaining unit members.

3.21 Both parties to this agreement pledge that their representatives shall be clothed with all necessary power and authority to make proposals, concessions, and tentative agreements in the course of negotiations.

3.30 Representatives of the Board and representatives of the Association's negotiations team or their respective designees will meet as frequently as necessary, during the regular school year, at a time convenient to both parties for the purpose of reviewing problems that may arise in connection with the provisions of this agreement.

3.40 A meeting may be called by either party. So that both parties to this agreement may form ad hoc committees to study contractual concerns, the results of which will be reported to both parties. The members of the committee will be representative of both the Association and the School Board. The number of committee members will be equal.

The bargaining unit members will be appointed by the Association President or designee; the School Board representatives will be appointed by the Board's Chief Negotiator. Both the Association President and the Board's Chief Negotiator will serve as ex officio members of the committee. The reports of such committees will be used as a basis of the process to negotiate successor agreement.

3.50 New legislation passed during the legislative session that will become effective during the current school year will be addressed.

ARTICLE IV
Grievance Procedures

4.10 Any claim of violation of a contractual right by a bargaining unit member, or a group of bargaining unit members, that there has been a violation regarding the interpretation or the application of any provision of this agreement may be processed as a grievance as hereinafter provided.

4.20 In the event that a grievant (a bargaining unit member or a group of bargaining unit members) believes there is a basis for a grievance, the bargaining unit member shall first discuss the alleged grievance with the immediate supervisor either personally or accompanied by an Association representative.

4.30 If, as a result of the information discussion with the immediate supervisor a grievance still exists, the following formal grievance procedures may be invoked on the form set forth in the annexed Appendix G signed by the grievant and filed within ten (10) working days after the alleged violation occurred.

4.31 STEP I: The grievant shall submit to the building principal involved and to the Superintendent a copy of the grievance form. If a grievance involves more than one school building, a copy shall be filed with each of the principals involved. Within ten (10) working days after receipt of the grievance, a meeting shall take

place between the Superintendent or his designee, principal(s) and the parties involved, in an effort to resolve the grievance. The Superintendent or his designee and the principal(s) shall indicate in writing the disposition of the grievance to the grievant and to the Association with a copy to the Superintendent within ten (10) working days after such meeting.

4.33 STEP II: Arbitration is an exclusive right of the Association. If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the period above provided, the Association may within fifteen (15) working days appeal the grievance to arbitration before an impartial arbitrator. The arbitrator shall be selected from the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceedings. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties agree that the award of the arbitrator shall be final and binding. The Board and Association shall share equally the fees and expenses of the arbitrator.

4.40 The time limits provided in this article shall be strictly observed except when illness or other incapacity of any of the parties involved in the grievance procedure necessitates an extension until such time that the parties can be present; the extension shall not be intended to prolong the procedure unnecessarily. The term "working days" as prescribed herein shall refer to the bargaining unit Member's duty days. In the event a grievance is filed after May 15th of the year and strict adherence to the time limits may result in a hardship to any party, the parties shall use their best efforts to process such grievance prior to the end of the school term or as soon as possible thereafter. When such grievance meetings and conferences are held by mutual agreement during school hours, all employees whose presence is deemed necessary by the Superintendent shall be excused from any other duty with pay for that purpose. Attendance at such meetings or conferences shall be considered temporary duty leave.

4.41 Any grievance initiated prior to the expiration of this agreement may be processed through the grievance procedure until resolution.

4.42 Any grievance not appealed to the next step within the prescribed time limits shall be considered withdrawn by the grievant.

4.50 Withdrawal of a grievance can be made by the grievant any time after the original filing. Withdrawn grievances shall not be resubmitted.

4.60 All bargaining unit members who participate in a grievance will be entitled to fair, reasonable, and equitable treatment. A bargaining unit member, who participates in the grievance procedure as described herein and/or discusses a concern with the administration, shall not be subjected to discipline, reprimand, warning, or reprisal because of participation in a grievance.

ARTICLE V **Teaching Conditions**

5.10 The duty day for full-time bargaining unit members shall be 7 hours and 45 minutes. With 24 hours' notice, the administrator shall have the authority to extend the duty day and require bargaining unit members to remain on duty for an additional fifteen (15) minutes.

In the event of an emergency, the administrator may extend the duty day without prior notice. For this purpose, an emergency would include, but is not specifically limited to, threatening or dangerous weather conditions, lockdowns, threats to safety, or other emergency that the Superintendent gives approval to extend the duty day. Alternate Schedule Time will be given to bargaining unit members who are required to remain on duty in the event of an emergency as defined in this article. Administrators are permitted to require bargaining unit members to attend one open house per school year and meetings/events required by state

and/or federal law. Alternate Schedule Time will be earned in accordance with Article 5.11.

5.11 The Board and Association agree the professional responsibilities may, on occasion, extend beyond the seven and three-quarter (7 ³/₄) hour duty day. Alternate Schedule Time (AST) may be earned for specific duties which extend beyond the duty day provided it meets the following criteria.

A. Earning Alternate Schedule Time

1. The earning of AST must be agreed upon in advance by the site administrator and the bargaining unit member. Examples of situations that AST can be earned include, but are not limited to, open houses, extended faculty meetings, and parent-teacher meetings.
2. AST shall be earned in quarter-hour increments and is accruable in the school year in which it is earned.
3. AST can only be earned for duties that are in no other way being compensated for, including differential pay.
4. Bargaining unit members are permitted to volunteer for activities beyond the contract day without asking to accrue AST. Duties performed without prior administrator approval will be considered as voluntary.
5. Opportunities to earn AST shall be as equitable as possible.

B. Using Alternate Schedule Time

1. AST may be used in quarter-hour increments with the mandatory, prior approval of the site administrator.
2. AST may only be used during pre and post school, professional days, early release days, or before and after student hours.
3. All unused AST will lapse at the end of the contract year or upon resignation or termination of the bargaining unit member.
4. Accrued AST does not follow a bargaining unit member who voluntarily requests to transfer to a different site during the school year.
5. No monetary reimbursement shall be awarded for AST.
6. No reason shall be required for the use of AST.
7. All records of AST will be maintained by the bargaining unit member's site administrator.

5.12 Bargaining unit members understand that the planning/preparation period is scheduled for planning/preparation and that leaving school during this time should only occur when absolutely necessary. Bargaining unit members may leave school when not engaged in performing student contact responsibilities or not performing other assigned duties, provided the bargaining unit member has received approval from administrator/designee. In case of emergency, the bargaining unit member shall notify the appropriate school personnel before he/she leaves.

5.121 Bargaining unit members will be permitted to leave on the work day preceding holidays as noted on the School Board approved District Calendar at the close of the student day, except those members who have assignments beyond the dismissal of students. Any bargaining unit member required to stay beyond the dismissal of students will be permitted to leave at the close of the student day on the succeeding work day.

5.13 Bargaining Unit members who are responsible for delivering instruction are eligible to receive a planning period. A planning/preparation period is defined as non-student contact time dedicated to carrying out professional responsibilities, a portion of which is determined by the bargaining unit member.

- A. Every responsible effort shall be made to provide the equivalent of five (5) preparation periods each week. Such preparation periods shall be provided to all bargaining unit members in subject and/or appropriate grade levels. Such periods may be before, during, or after the student day.

However, where practicable with respect to scheduling requirements, such periods will be scheduled during the student day. At the secondary level, the preparation period will be equal to 1 class period. At the elementary level, planning time will be at least 40 minutes. This provision will take effect at the beginning of the 2020-21 school year.

- B. Administrative meetings and directed activities shall not exceed 20% of a bargaining unit member's weekly planning time except in the case of a legitimate emergency.
- C. In the event that a bargaining unit member is required to cover a class during his/her planning period he/she shall be compensated at his/her regular hourly rate (based on quarter-hour increments).

5.14 A. All bargaining unit members shall be assigned a duty free lunch time of not less than thirty (30) minutes. However, when an emergency occurs, as determined by the principal or his/her designee, bargaining unit members shall be assigned lunch duty as needed. The proposal will be implemented provided current staff is available and willing to take pay for the duty. Bargaining unit members who received differentiated pay for lunch duty will not be granted a duty free lunch.

B. Bargaining unit member's duty assignments shall be fair and equitable. A committee consisting of teachers and administrators will submit a proposed duty schedule annually, using all bargaining unit members, to the principal for his/her review and approval. After this process, the duty schedule will be submitted to the bargaining unit members for their approval during pre-school. Bargaining unit members will be made aware of when the vote will occur. The vote will be by written ballot. Ballots will be counted together by union representation and administration. Members not present during the notified vote time may vote by written ballot within five (5) work days. One person agreed upon by union representation and administration will be designated to receive the absentee votes. Seventy-five percent (75%) of the bargaining unit members must approve this fair and equitable duty schedule before it can be implemented. If this occurs the duty schedule immediately goes into effect. If the duty schedule does NOT receive 75% approval, the principal will implement a duty schedule which meets the need of proper student supervision. The committee will continue to meet and revise the duty schedule until 75% approval, and principal agreement can be obtained. As long as the 75% approval cannot be obtained or if there is no vote, the principal's duty schedule remains in effect.

5.15 The Board accepts the responsibility to provide the best learning environment possible for all students attending the Hernando County Public Schools as determined to be economically feasible and responsible. It is also recognized that many inseparable factors such as student teacher characteristics, instructional purposes, instructional strategies, and methods affect learning, and that effective instruction and learning can occur in different size student groups.

The Board shall establish class sizes in accordance with Florida Statute 1003.03.

The Board shall establish appropriate guidelines and policy which shall include at least the following provisions:

- A. During the months of October and February, agents of the Board shall review reported class loads and shall investigate instances where such loads exceed adopted guidelines. Based upon their investigation, they shall take appropriate action in accordance with this section of the contract. The results of said review and any actions taken shall be provided to the Association upon request. The final decision on adjustment of class size for an individual teacher shall remain solely the prerogative of the Superintendent or designee.
- B. If an individual teacher feels a class(es) has/have an excessive number of students or the teaching

load is excessive, he may request a review utilizing the school board adopted complaint procedure.

5.17 A calendar committee shall be formed within (15) working days of the beginning of the school year. The committee shall consist of a minimum of 50% teacher representation. The teacher members of the committee shall be appointed by the President of the Hernando Classroom Teachers' Association. Said committee shall meet as needed. The final committee recommendation will be submitted by committee chair to the Board unaltered before March 1. The committee chairperson shall be elected by the committee.

5.18 The number of early release days designated for Professional Development, and the placement of them in the school calendar, will be recommended to the district by the calendar committee.

Staff shall have input regarding training topics and/or content through the appropriate communication structure at the building level (i.e. Team Leaders, Department Leaders, SBLT). The early release days may be used in the following manner:

- a. Evaluate and improve school improvement plans (like group teams and networking within respective schools).
- b. Work on articulation (networking within a school and from one school to another when appropriate).
- c. Staff development and curriculum development (school level and District level if appropriate and requested by schools).
- d. Work in role alike group such as English teachers in District to network on articulation, staff development, and curriculum development.
- e. Attend staff development as recommended by the School Improvement Plan.

5.19 Staff Development will be determined by observation data, the annual evaluation data, funding, and applicable surveys.

5.20 Observation of classes by persons other than school and/or District personnel shall be allowed only after consent has been granted by the building principal. The principal, in a meeting with the bargaining unit member, will determine the day, time, and duration of visits to all classrooms, with 24 hours advance notification. The teacher may, if he/she chooses, have a representative present during an observation by persons other than building or District Personnel.

5.30 Every effort should be made to maintain the classroom free of unnecessary interruptions.

5.35 The School Board recognizes that it is the responsibility of the bargaining unit member to meet his/her professional responsibilities, and will provide relevant and meaningful staff development.

5.36 No less than one week prior to the test administration, all bargaining unit members involved with the state-mandated testing shall receive the DOE designated training. One additional FAQ (Frequently Asked Questions) training session will be provided. These trainings shall be provided by the school site administrator or designee. Bargaining unit members may request further assistance in test administration. Every reasonable effort will be made by the site administrator to honor this request.

5.40 A private conference space shall be made temporarily available in each school for necessary teacher conferences with parents of students.

5.41 When space and facilities are available, the Board shall provide in each school a lunch area, a restroom designated for bargaining unit member use, and a faculty lounge.

5.42 Telephone facilities shall be made available to bargaining unit members for personal (confidential) use in each school.

- A. Teacher Telephones: In order to increase communication among teachers, students, parents, and the community, the District will continue to provide telephones and voicemail for every teacher's use. Such use shall not interfere with the student contact time and other assigned duties, unless it constitutes an emergency and the bargaining unit member's duties are covered. However, if abuse of this phone becomes a problem, the principal has the authority to set guidelines for its use. The District will make an effort to install telephones in every classroom for all new construction and remodeling construction. For this purpose, classroom is defined as a space recognized by the Florida Inventory of School Houses (FISH) as a permanent classroom with assigned student stations. Where individual classrooms and office telephones are not available, a telephone (dedicated line) shall be maintained in each school building on the basis of need for the use of teachers.

In the event that problems with telephone accessibility prevent bargaining unit members from fulfilling their assigned professional responsibilities, it is incumbent upon the bargaining unit member to notify the building administrator, who will then provide a plan for addressing this issue within the contract day.

- B. Internet Access: All teachers/classrooms will have Internet access so they may communicate electronically, access electronic based district functions and services, and use the most up to the minute information in their teaching. For this purpose, classroom will be defined as outlined in paragraph A. above. While using the Internet, staff must adhere to the Hernando County School Board Internet Guidelines.

5.50 The Board shall provide safety glasses and hard hats for all bargaining unit members who are assigned to teach a class which requires safety equipment by law and other applicable regulations.

5.51 The Board and the Association agree that in order to set a good example for students and promote respect for the teaching profession, instructional staff shall dress professionally and appropriately for the environment in which they work. Professional dress is defined as clothing that is neat, clean and in good condition. Site administrators retain the authority to address unprofessional and/or inappropriate dress specific to the individual situation. No worksite shall implement a specific dress code for instructional employees unless approved by 60% of instructional staff using the same process in 5.14 regarding the duty schedule.

5.52 The bargaining unit members shall be provided with any documented information that the School Board can legally disclose about a student who may pose a threat or danger.

5.53 At the end of each semester bargaining unit members shall be provided with three early release days in order to perform professional grading duties. On the first of the three release days, a bargaining unit member may volunteer to participate in professional development or parent teacher conferences.

5.54 At each cost center, there will be available to bargaining unit members some provision for substitute notification using the designated automated system.

5.60 Annually, the principal must allow bargaining unit members to make recommendations for department chairperson, and/or team leaders. Such recommendations shall be given consideration by the principal before making a selection. If no bargaining unit member recommendations are made within the time lines set forth by the principal, the principal will select the department chairperson, and/or team leaders.

- 5.61 Department chairpersons and team leaders shall receive supplement pay according to Appendix B.
- 5.62 Criteria for supplemental assignments will be established in Board approved job descriptions.
- 5.63 During the school year, the site administrator, with the approval of the Superintendent or his/her designee, retains the right to change or revoke any supplemental assignment or additional duty assignment when the administrator demonstrates the bargaining unit member is not performing the duties, and/or is not adhering to the Board approved supplemental job description, in a satisfactory manner.
- 5.70 Profits from vending machines in staff workrooms or lounges shall be expended as determined by the staff in the school in compliance with the law. At each school, a monthly copy of the internal accounts report will be given to the Association representative.
- 5.91 The Professional Day at the end of each grading period shall be designated for grading. Once grades are officially submitted, a bargaining unit member may volunteer to participate in professional development or parent teacher conferences.
- 5.92 Teachers assigned an intern or who teach dual enrollment classes may be compensated according to the college, university and/or state guidelines.

ARTICLE VI
Teacher Authority and Protection

- 6.10 A bargaining unit member may impose such discipline as is reasonable under the circumstances and is not in violation of all applicable laws, administrative guidelines, Board policies, and adopted discipline codes, and may use reasonable force to protect himself/herself from attack, or to protect a student where intervention is a prudent course of action.
- 6.20 The Board, through the administrative staff, will make every effort to give total support (within Board adopted guidelines) and assistance to bargaining unit members in fulfilling their responsibility for maintaining control and discipline of students.
- 6.30 When a student becomes uncontrollable, or whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, or whenever it appears that the presence of a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, the bargaining unit member, by some form of quick communication shall notify the principal or his/her designee of the situation. At no time should the uncontrollable student be told to leave the classroom without the knowledge and consent of the principal or his/her designee.
- 6.31 The principal shall make provisions for students to be removed from class when the continued presence of the student in the classroom is intolerable in accordance with F.S. 1003.32. The principal or his/her designee to whom the student has been referred shall inform the teacher of the action taken. The principal or his/her designee shall make available to bargaining unit members school rules and regulations to be utilized in student discipline and will be responsible for ensuring these rules are enforced. The principal shall discuss this matter with the teacher as soon as possible.
- 6.32 False accusations by students that jeopardize the professional reputation, employment, or professional certification of an instructional employee, will be addressed according to F.S. 1006.09 1(c) and the district school board Code of Student Conduct.

6.40 Any case of assault and/or battery upon a bargaining unit member shall be promptly reported to the principal or his/her designee. After such notice the principal or his/her designee will report the incident to the proper authorities and will conduct an investigation of the allegation(s). The teacher may request to have time in a non-student contact assignment until the investigation of the assault and/or battery case involving the teacher is completed. However, after conferring with the teacher, the principal will determine the duration of said assignment and when the teacher will return to the regular assignment.

6.50 If a bargaining unit member receives notice from his/her supervisor requesting a meeting at which he/she will be formally reprimanded, warned, or disciplined for any infraction of rules, investigatory and/or fact-finding meeting concerning potential discipline, or delinquency in professional performance, he/she shall be entitled to representation. A bargaining unit member who is a member of HCTA shall be entitled to have his/her choice of an HCTA trained Building Representative, HCTA President or HCTA Business Agent present. If a representative from another worksite is used, the meeting will occur after the duty day to avoid impact to the student day and costs for a substitute employee. Said meeting will take place as mutually scheduled between the bargaining unit member, his/her representative, and the supervisor within ten (10) working days, or as soon as possible.

6.51 The standard for discipline (reprimand, suspension without pay, demotion, or involuntary termination) shall be just cause. This standard does not apply to termination during probation, reappointment, or negative marks or comments on performance evaluations/assessment and/or observations. Furthermore, just cause is not the standard for actions regarding performance deficiencies as provided for in F.S. 1012.33 and 1012.34.

6.60 When a complaint is made by a parent, student, or any other individual against a bargaining unit member that may result in disciplinary action, he or she shall be made aware and given an opportunity to respond prior to administration taking any disciplinary action or the matter being noted in an evaluation.

6.70 Teachers are required to follow policies and procedures; if they are required to deviate from doing so, including matters of grade recovery, a complaint/grievance may be filed.

6.80 Inspection and examination of personnel file(s) shall be done in compliance with F.S. 119.07 and F.S. 1012.31. Documented attempt(s) to contact the employee(s) whose file is being inspected shall be made within a reasonable period of time utilizing the contact information on file at the District Office or through the school site.

6.81 Teachers shall receive a copy of and have the right to append any materials placed in their personnel file(s) as per F.S. 1012.31.

ARTICLE VIII
Salary and General Employment Practices

8.10 Beginning with the 2007-2008 school years, the teacher contract will be extended to 197 days. Due to unique program needs and/or previous commitments, some current ROTC instructors and School Psychologist positions are on a contract in excess of 197 days. If the bargaining unit member has a contract that exceeds 197 days as of July 1, 2013, the additional days will continue to be honored until such time that it is specifically bargained to reduce the number of contract days.

8.101 Newly employed bargaining unit members or those returning from leave who are required to report to work earlier than other faculty and therefore work more than 197 days shall be paid at regular salary for those days and shall receive this amount in the first regular paycheck, except those bargaining unit members who may be required to report on a given day for the purpose of orientation.

8.102 Some positions within the bargaining unit may be placed on an alternate schedule to meet operational needs. If more than one position exists at a work site, volunteers will be sought first. If no bargaining unit members' volunteer, the site supervisor shall meet with affected employee(s) to seek input. Positions will be placed on alternate schedules at the discretion of the site administrator. Non-classroom instructional positions are eligible for placement on an alternate schedule. Additional positions may be considered for alternate schedule placement by mutual agreement of the Human Resources Department and the Association President. Bargaining unit members placed on alternate schedules shall be notified as soon as possible prior to the end of the preceding school year, but no later than ten (10) days prior to the first contact day of the school year.

8.103 Whenever applicable, when a bargaining unit members' teacher contract is beyond that as indicated in Article 8.10, such member shall be eligible to partake in the parameters set forth in Article 8.102. this includes, but it's not limited to, the ROTC program

8.104 ROTC instructors will be placed on a 10 - month contract and will be paid as a 197 day bargaining unit member in accordance with the other terms and conditions of this contract. For the ROTC instructors who have an 11- month contract as of July 1, 2014, they will continue with an 11- month contract and will be paid as a 216 day bargaining unit member.

8.11 When bargaining unit members are required to work during the periods immediately prior to and/or continuing beyond the 197 work days, the daily rate of pay used for such employment shall be based as computed in 8.22 unless mutually agreed otherwise.

8.12 Whenever practicable, each bargaining unit member will be notified of his/her tentative fall school assignment no later than two (2) weeks preceding the end of the student year, but such assignment will be subject to change due to unforeseen circumstances.

8.13 The Board shall pay the cost of physical/medical examinations required by the Board with the exception of requirements for initial employment.

8.132 The Board shall pay the cost of fingerprinting as required by law for all current employees for recertification purpose, as per Florida Statute 1012.32.

8.14 The Board shall provide six (6) paid holidays for all bargaining unit members during the school year. Final determination of the dates for the paid holidays shall be determined by mutual agreement of the two parties.

8.15 Effective July 1, 1992, up to ten (10) years of credit towards experience on the salary schedule shall be granted for military service to bargaining unit members.

8.16 Adjustments to higher salary levels within a school year will be made in the pay period which the Human Resources Office receives appropriate evidence (i.e., transcript, diploma, official university letter) that a higher academic degree has been earned and application has been made to update the teaching certificate. This adjustment shall be at the daily rate for the remainder of the bargaining unit member's contract year, provided the member continues to meet qualifications under the provisions of this agreement and Florida Statute.

8.17 A. Salary will be paid to as outlined in this agreement and shall be as set forth in Appendix A, B, C, and D of this Agreement. Should a financial urgency occur, the provisions of F.S. 447.4095 will be applied.

B. Annual salary adjustments for bargaining unit members covered by this agreement shall be based on performance determined under F.S. 1012.34.

C. Salary adjustments shall be applied retroactively to the bargaining unit members' first contract day of the current school year, unless otherwise specifically negotiated to not include retroactive payment.

D. Beginning with the 2014-2015 school year, a bargaining unit member who receives an overall rating of Effective or above on their annual performance evaluation (see Article X) shall advance on the salary schedule subject to collective bargaining between the Association and the District regarding salary advancement.

E. Beginning with the 2014-2015 school year, a bargaining unit member who receives an overall rating of less than Effective on their annual performance evaluation (see article X) shall not advance on the salary schedule for that school year. However, any such employee shall receive any other increase collectively bargained between the Association and the District, unless specifically noted in the contract language.

F. The parties agree that bargaining unit members currently holding a Professional Service Contract or Continuing Contract shall not be required to move to an Annual Contract status as a result of placement on the 2013-2014- salary schedule.

8.20 Paychecks shall be issued at least twice a month, for a total of 26 checks, in a confidential manner according to statute. This excludes the months of July and August (depending on the start date). The schedule of issue dates will be made available on the District web page. Sick leave balance and contract pay will be recorded on the paycheck stubs.

8.21 On the last day of post-school bargaining unit members shall receive all but one of their remaining paychecks, provided the board has the necessary funds on hand. The last paycheck consisting of the balance of their salary will be issued on the last business day of June allowing for corrections to any end of year leave adjustments.

8.22 Deductions for personnel during the regular school term for daily absences not covered by provisions of this agreement shall be made by dividing the total annual salary by the number of contracted days.

8.30 When a bargaining unit member is required, in writing, by his/her principal or designee to use his/her personal automobile for school related duties, the bargaining unit member shall receive prior authorization from his/her principal or designee on the regular leave form with copies forwarded to the Superintendent. Bargaining unit members shall be reimbursed for mileage at the rate permitted by law.

8.40 All supplement pay for additional responsibility positions shall be posted internally at least five (5) days prior to the principal's recommendation being submitted to the Superintendent, unless the principal is recommending the same coach from the previous season (same sport). Such posting shall specify the deadline for applying. Appendix B positions shall be posted in each school; Appendix C positions shall be posted on-line. Bargaining unit members interested in these positions shall apply in writing and/or on-line, as applicable. All qualified bargaining unit members shall be considered for these positions before any non-bargaining unit member is given such positions. The Administration/Supervisor in charge may extend the posting time when no qualified applicants have applied and to encourage applications by qualified bargaining unit members. All these postings after the initial posting will be for a period of five (5) days. For Appendix C positions if a vacancy occurs after the athletic season begins, the administration may appoint a replacement coach after advertising the vacancy via email at their school site or posting the position for a period of not less than two (2) days.

8.50 In selecting qualified bargaining unit members for Extended School Year assignments, the Board will take into consideration these relevant factors:

- 1) certification in the subject area
- 2) experience in a given subject
- 3) ability to relate to the type of student involved
- 4) length of service in the school and District.

Preference will be given to bargaining unit members covered by contract for the following school year.

8.51 The Board will continue to use the formula currently in existence for computing salaries for Extended School Year and for the in-service rate of pay. Pay will be based on the salary schedule in effect for the previous school year.

8.52 The Superintendent shall provide a pool of 20 additional days per high school for certified school counselors to be used in the summer provided budget allows.

8.60 The Board acknowledges the desirability of replacing bargaining unit members who are absent, and will arrange for such replacements insofar as it is practicable to do so, within the limits of such constraints as adequacy of notice of absence, availability of funds, and availability of qualified personnel.

8.70 Board policies shall be consistent with federal regulations in respect to personnel policies and practices and shall not discriminate on the basis of race, religion, color, national origin, sex, age, or disability or other legally protected status.

8.71 Bargaining unit members employed on an Annual Contract must complete the English for Speakers of Other Languages (ESOL) classes required by the subject area assigned to be eligible for reappointment for the following year. Annual Contract teachers must add the ESOL endorsement/certification to their certificate (if applicable).

8.90 Before a teacher may do a medically invasive procedure, the teacher must be trained and there must be documentation recorded as to the specific procedure. F.S.1012.26 provides for legal representation for employees in the line of duty. This applies to F.S. 1006.09 and F.S. 1006.062.

ARTICLE IX

Transfer, Reassignments, and Promotions

9.10 Openings for instructional positions shall be posted on the District's web site by the Human Resources Department when the vacancy is available. All positions will be posted as internal postings that are available to current School Board employees only and will be advertised for two (2) calendar days. If after the two calendar days, the hiring administrator does not find a suitable candidate, the position will be posted as an external posting for any (internal or external) applicant to apply. External positions shall be posted for a minimum of three (3) calendar days prior to filling the position, unless the President of HCTA or his/her designee approves the position to be filled as soon as a qualified applicant is available. These notices will include the effective date vacancy is to be filled, kind of certification necessary, information concerning the application process, and the deadline for submitting the application.

- 9.11 Instructional vacancies for the coming school year shall be posted as they become available.
- 9.12 Any position being held for a bargaining unit member returning from leave need not be posted as a vacancy under 9.10 and 9.11 above.
- 9.13 A. A reassignment is a change in grade level and/or subject area assignment within a school. Employees who desire a re-assignment may make that request to the building principal. Qualified volunteers may be considered when re-assignments are made; however, all re-assignments are at the discretion of the building principal.
- B. A transfer is a change of a bargaining unit member from one school/location to another.
- C. A voluntary transfer is an employee-initiated change from one position to another position that is vacant in the District. An employee seeking to voluntarily transfer shall complete the District's on-line application and shall then apply for each vacancy for which they wish to be considered. The Association President will be provided transfer application information upon request. No bargaining unit member will be discriminated against because of a request to transfer.
- D. An involuntary transfer is a District-initiated change from one school/location to another.
- E. Before imposing an involuntary transfer the District shall first seek employees who volunteer to transfer.
- F. In the event there are vacant positions, volunteers will be transferred to those positions in the following order:
- (1) Employees who meet the requirements of the new position, including but not limited to certification
 - (2) Those who have the overall highest performance level rating on most recent annual evaluation
 - (3) Those who have the most District experience in subject area
 - (4) Those who have the most District seniority as a bargaining unit member in an instructional position
 - (5) Those who have the most overall career teaching experience
- G. In the event there are too few volunteers, to leave a position/site, employees will be involuntarily transferred in the following order:
- (1) Those who have not maintained prescribed progress toward fulfilling the requirements of the position to which they are currently assigned (ex. Has not met ESOL requirements, reading or gifted endorsements)
 - (2) Teachers currently on a probationary contract
 - (3) Those who have the lowest overall performance level on most recent annual evaluation
 - (4) Those who have the least District seniority as a bargaining unit member in an instructional position
 - (5) If the seniority date is the same, the employee with the most recent date on the Clearance to Work form will be moved
 - (6) If the Clearance to Work date is the same, the employee with the most recent employment application submission date will be moved.
- H. Exceptions to involuntary transfers:
- (1) Considering the operational needs of the school first (ex. Dual enrollment), if one subject area is impacted at a secondary school, only those employees

- currently teaching that subject (or on leave from that subject) will be considered for an involuntary transfer using the guidelines listed previously.
- (2) If one group of employees (assessment teachers, media specialist, etc.) is being impacted district-wide, only those employees currently serving in those roles (or on leave from those roles) will be considered for an involuntary transfer using the guidelines listed previously
 - (3) D and F schools will be exempt from accepting involuntarily transferred employees unless there is no other option available

9.21 School Board agenda items will be available on the District's website or through the Superintendent's Office for documentation of status changes including approval of leaves, transfers, etc.

9.31 A Reduction In Force (layoff) is a District-authorized decision to eliminate an instructional position(s) and to involuntarily separate its incumbent from said position. This may be necessary due to funding, lack of enrollment, program changes, or inability of the District to continue the contract entered into with the bargaining unit member.

Bargaining unit members on a Probationary Contract will be considered for layoff first, provided the bargaining unit members remaining in the District possess the necessary certification and qualifications and have clearly demonstrated the ability to meet both the requirements of the position in question and the program needs of the school. Should it become necessary to reduce the number of Annual Contract bargaining unit members by layoff, the Superintendent will make the selection and shall base his/her decision upon the best interests of the educational program as a whole. Due consideration will be given to various forms of seniority; however, such will not be the primary factor.

If bargaining unit members on Professional Services Contract or Continuing Contract are to be affected by a reduction in force, the decision of which employees to layoff first will occur based on the following:

- (1) Those who had the lowest overall performance level on most recent annual evaluation
- (2) Those employees without Veterans' Preference as determined by law
- (3) Those with the least seniority in the District as an instructional employee
- (4) If the seniority date is the same, the employee with the most recent date on the Clearance to Work form will be laid off
- (5) If the Clearance to Work date is the same, the employee with the most recent employment application submission date will be laid off

Bargaining unit members on lay-off shall be recalled prior to the entry of new bargaining unit members in their area of certification and in the reverse order of lay-off provided they possess the necessary certification and qualifications and have clearly demonstrated the ability to meet both the requirements of the position in question and the program needs of the school.

A bargaining unit member who is laid off shall retain recall rights for fifteen (15) months from the last day of regular employment and shall have no right to employee benefits provided by the contract during the period of layoff.

A bargaining unit member who is being recalled shall have ten (10) calendar days from the receipt date of the recall letter in which to reply to the Superintendent whether he/she will accept recall. Failure to respond or to accept, in writing, the offer of recall within the foregoing time limit will result in automatic forfeiture of recall rights. It shall be the responsibility of the bargaining unit member to keep the Board informed of his/her correct address and phone number. Nothing in this Article IX shall be construed to interfere with compliance with Federal and State requirements of racial balance, Title IX, veteran's preference, and employment of the handicapped.

The recall rights section shall not apply to Annual Contract employees whose contracts were not renewed by the District, employees dismissed for just cause or employees on Probationary Contract who were terminated either with or without cause.

9.32 When the Board determines that a transfer is necessary for the purpose of restructuring intervention and support strategies as required by the Department of Education or any other authority which has governance over public schools concerning low performing schools, the Board will make every reasonable effort to avoid involuntarily transferring a bargaining unit member(s) into another low performing school more than once in a three (3) year period. This does not apply to other involuntary transfers that are a result of a reduction in force, change of program, or other Superintendent/Board directive.

ARTICLE X

Evaluation of Instructional Personnel

10.10 A copy of the evaluation criteria and appraisal form shall be made available on the HCSB website. An explanation of the evaluation process shall be given by the on-site principal or district personnel, and if requested, an association representative, at least two (2) working days prior to the end of the first nine (9) weeks. No evaluation shall occur until five (5) working days after the evaluation criteria is made available and explained.

The evaluation criteria notification will include the Observed Practice. Additional information specific to assessments and measures used to determine student performance shall be released throughout the year as soon as additional guidance from FLDOE becomes available.

10.11 All classroom observations of bargaining unit members for purpose of evaluation shall be conducted openly and with the full knowledge of the bargaining unit member. Whenever practicable, classroom observations shall be on different days of the week and during different class periods.

The required number of classroom evaluations shall be in compliance with all applicable laws and state mandates.

10.12 Bargaining unit members will be informed of the observation of instructional practices through electronic means when possible. Timelines will be dictated by the HCSB Evaluation Manual and will comply with all applicable laws and state mandates.

10.16 The evaluator and bargaining unit member shall sign any report before it is placed on file in the Personnel Office. Such signature by the bargaining unit member only acknowledges that he/she read the report and does not necessarily indicate agreement with its contents.

10.17 The bargaining unit member shall have the right to respond in writing to any such report and to submit additional relevant information to be attached to the evaluation report.

10.18 Composition of Evaluation Committee for No Data

The committee shall be composed of three members chosen by the Superintendent or his/her designee and three members chosen by the association president or his/her designee. In the event the committee cannot come to a decision, the rating will default to an "Effective" rating.

10.19 ROTC instructors will be evaluated in the same manner as other bargaining unit members covered in this contract.

10.20 Each bargaining unit member shall have the right to examine his/her personnel files to the extent permitted by law and all other evaluation reports about him/her at reasonable times and under supervision of the person having custody of the record, and he/she shall receive certified copies thereof upon payment of a nominal fee of five cents per copy.

10.30 The procedure of a bargaining unit member's evaluation is grievable. The evaluation form adopted is a non-grievable item.

ARTICLE XI

Leave

11.10 Sickness or Death

- 1) Bargaining unit members shall be allowed sick leave, without loss of pay, as provided by Florida law. The unused portion of sick leave shall be accumulated from year to year to the limit permitted by Statutes. "Sick Leave" shall be defined as personal illness or disability of the bargaining unit member or illness or death of a member of his/her immediate family. "Immediate family" shall be defined as spouse, parent, child, brother, sister, grandparent, grandchild, parent-in-law, son-in-law, or any relative or dependent who resides in the bargaining unit Member's household. District employees may allow his or her family members (spouse, child, parent, or sibling) to use the sick leave that has accrued to the employee if the family members are also district employees in accordance with Florida Statute. The family member can only use the donated sick leave when all of his or her sick leave has been depleted. Effective the 1997-98 school year, an optional sick leave buy-back program for 50% of an employee's daily rate for unused sick leave. This provision is not retroactive for sick leave days accumulated in prior contract years.
- 2) The Board shall provide terminal pay to any bargaining unit member upon the bargaining unit member's retirement (for this purpose retirement is defined as being vested in the Florida Retirement System) or the bargaining unit member's beneficiary if service is terminated by death. Such terminal pay shall be in accordance with Florida Statute 1012.61; however, all employees must have a minimum of ten (10) years of full-time experience in Hernando County. Years of service do not have to be consecutive.
- 3) Bargaining unit members shall be allowed leave of absence without loss of seniority for illness or disability of the bargaining unit member or member of his/her immediate family, as defined in 11.10(1).
- 4) Sick leave taken by new instructional employees hired *on or after July 1, 2011*, will be charged against leave earned in the District until exhausted prior to using any leave transferred from a qualifying employer, thereby reducing the District's liability for sick leave/terminal payouts.

For new instructional employees hired *on or after July 1, 2011*, sick leave transferred into the district from another qualifying employer (as allowable by law), will not be eligible for sick leave/terminal payout.

- 5) An instructional staff member employed in the District, who interrupts service and subsequently returns to an instructional position within the District who was not eligible to receive terminal payout and did not transfer out his/her sick leave balance, shall have the option

of banking the previous sick leave balance or donating the sick leave balance to the instructional sick leave bank.

At the time of resignation, the employee may choose to donate or bank the sick leave balance. If the sick leave balance is banked it will become valid on the first contract day of the employee's return to employment with the District. If no choice is elected upon resignation, as a default the hours will be donated to the sick leave bank.

This section does not apply to Personal Leave.

11.11 The Hernando County School Board shall administer the sick leave pool in accordance with the adopted rules.

11.12 Sick Leave Bank

- 1) HCTA will set up a committee to review the application process and determination of qualification.
- 2) HCTA will continue to operate the sick leave bank under the current mutually agreed to HCTA Sick Leave Bank agreement.
- 3) When a bargaining unit member signs up for participation in the sick leave bank, they will be properly notified that when it becomes necessary to replenish the bank, assessment of each individual participant under the adopted rules shall be automatic.

11.15 Sick Leave for Summer School

Bargaining unit members working summer school/extended school year will earn one (1) sick day for the summer school period which will be credited toward their accumulated sick leave. The sick leave will be credited on the first day of the summer school/extended school year assignment.

Sick leave, in excess of the one day earned for summer school/extended school, cannot be used during the summer school/extended school year session. If there is an emergency or a cause for the bargaining unit member to be absent, beyond the one day of sick leave earned, payment will not be received for the time the member is absent. Since summer school/extended school year is an optional duty assignment, the bargaining unit member will not be permitted to use sick leave from the sick leave balance earned during the school year towards summer school/extended school year absences. If the one day of leave earned for summer school/extended school year is not used, it will be credited toward the bargaining unit member's accumulated sick leave balance to be used at a later time in accordance with School Board policies.

11.20 Personal Leave

- 1) Leave may be allowed for personal reasons when applied for on the regular leave form, no less than five (5) days in advance. The five-day advance period will be waived in the event of an emergency on the part of the bargaining unit member. Such leave shall be approved by the work site administrator. Leave for personal reasons will be deducted from accrued sick leave, is limited to six (6) days per year, and is non-cumulative. The scheduling of the leave day(s) shall be by mutual agreement between the bargaining unit member and the principal. Leave for personal reasons may be approved by the immediate supervisor or building principal for the days preceding or following school holidays.
- 2) Other personal leave without pay shall be calculated at the rate provided for in Section 8.22.
- 3) Extended personal leaves may be granted without pay for a period not to exceed one year for purposes such as medical reasons, child care, etc. Extensions of such leave must be requested for approval of the Board.

- 4) Sabbatical leave may be granted for further studies or other activities related to said studies without pay.

11.21 **Illness-in-line-of-duty Leave.** Any bargaining unit member shall be entitled to illness-in-line-of-duty leave with full pay as provided in Florida law, when the bargaining unit member has to be absent from his/her duties because of a personal injury received in the discharge of duties or because of illness from any contagious or infectious disease contracted in school work.

11.22 **Court Duty Leave**

The Board will grant duty leave with pay to members of the instructional staff who are summoned by a subpoena to serve as a member of a jury or as a witness. Any expense money paid by the court shall be accepted and retained by the employee.

11.24 **Military Leave**

- 1) Personnel who volunteer for military duty for any period during which they are under contract to the Board shall be granted leave at the discretion of the Board.
- 2) Upon presentation of official orders, personnel who are required to serve in the Armed Forces shall be granted leave according to provisions of Section 1012.66 and Section 115.07, Florida Statutes, and Chapter 6A- 1.83, State Board of Education Rules.
- 3) Before a member of the Reserves or National Guard is granted military leave, a copy of the orders along with a letter from the commanding officer stating a date suitable to the school calendar has been requested, must be submitted to the Superintendent with the request for leave.
- 4) Any bargaining unit member recalled to active military duty shall earn a year of service for each year of active duty for seniority purposes, salary purposes, and longevity pay.

11.25 **Parental Leave**

- 1) Pregnancy may be treated the same as any other temporary medical disability for purposes of leave. Available sick leave may be used for pregnancy related illnesses prior to the bargaining unit member going on maternity leave. A pregnant bargaining unit member shall be granted, upon request, maternity leave for a period not to exceed one (1) year.
- 2) A pregnant bargaining unit member may continue to work as late into her pregnancy as she desires, provided she is able to perform her required duties.
- 3) A bargaining unit member shall be entitled to one calendar year of parental leave without pay to commence at any time during the year incident to the birth, adoption, or custody of a child.

11.26 **Bereavement Leave**

- 1) Bargaining unit members shall be granted up to three (3) days of bereavement leave per year.
- 2) Bereavement leave will not be charged to the sick leave balance and no sick leave balance is necessary to be eligible for bereavement leave.
- 3) The bargaining unit member shall be granted bereavement leave for the death of the following relatives: spouse, parents, grandparents, grandchildren, siblings, children or in-law or step relative counterparts of those listed.

- 4) Bereavement leave is not cumulative. Employees will not be paid bereavement leave for days not scheduled to work. Employees are required to attach a copy of the obituary or other satisfactory document to the leave request form. Bereavement leave is to be used within 20 workdays of the death of a family member, unless the employee documents a legitimate reason to extend this period. An extension must be approved by the site administrator.

11.30 Leave Without Pay - Insurance Coverage. Any bargaining unit member granted leave of absence without pay shall be given the opportunity, unless otherwise provided, to continue coverage in existing school programs, during the leave, provided that the premiums for such insurance programs shall be paid by the bargaining unit member on a monthly basis in advance of the month due, and providing such continuation of coverage during leave is permitted by the insurance carrier.

11.31 Bencor Special Pay Plan. Bargaining unit members shall participate in the Bencor National Government Employees Retirement Plan (401(a) qualified retirement plan) for accumulated sick-leave pay as administered by Bencor, Inc. The terms and conditions shall be governed by the agreement between the Hernando County School Board and Bencor, Inc. Any changes, excluding IRS mandates, shall be subject to negotiations with the Hernando Classroom Teachers' Association.

The Board shall be held harmless for any negative financial impact to bargaining unit members because of their participation in the Bencor Special Pay Plan.

ARTICLE XII **Political Activity**

12.10 The Board recognizes that its employees are citizens and, as such, not only have a right but a duty to engage in their full measure of the political activities of citizenship.

ARTICLE XIII **Academic Responsibility**

13.10 The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from unreasonable restraints upon free inquiry and learning. The School Board shall maintain the right and responsibility to establish rules and regulations which are educationally appropriate for the implementation of the above, in accordance with the needs of the community and the School System.

ARTICLE XIV **Legislative Mandates**

14.10 The Hernando County School Board (HCSB) and the Hernando Classroom Teachers' Association (HCTA) hereby agree that any requirements of the Department of Education, or any other authority which has governance over public schools concerning a low performing school or schools that impact terms and conditions of employment, shall be discussed between the parties before any action is implemented to meet state and federal requirements. However, it is understood and agreed that the contractual agreement between the HCSB and the HCTA may be waived to the extent necessary to address the requirements concerning low performing schools. Nothing herein shall waive the right of HCTA to request to bargain in good faith any issues that impact the terms and conditions of employment.

14.15 Advanced Placement and/or International Baccalaureate teachers may earn bonuses based on their student's scores according to the provisions of F.S. 1011.62.

ARTICLE XV
Continuity of Operations

15.10 The Association agrees that neither it, nor the unit members shall authorize, sanction, condone, engage in or acquiesce in any strike as prohibited by Florida Statute.

15.20 Any violation of this article shall mean that the Association and/or employee involved may be held liable for any and all damages, injuries, or expense incurred or suffered by the Board.

ARTICLE XVI
Insurance

16.10 A comprehensive group medical insurance plan which should include maternity, major medical, out-patient diagnostic benefits, and term life insurance benefits shall be made available under the following conditions:

- 1) The Board shall pay the employee's single (individual) coverage cost not to exceed \$550.73 per month, effective January 1, 2015.
- 2) Bargaining unit members participating shall be required to pay any additional cost of individual coverage and the full cost of any options chosen by the individual.
- 3) The method of payment by participating bargaining unit members shall be by payroll deduction, pro-rated bimonthly.
- 4) The five options from which the bargaining unit member may select are:
 - a) Employee only
 - b) Employee plus spouse
 - c) Employee plus children
 - d) Employee plus family
 - e) Two employees and family
- 5) The effective date of insurance for all new hired employees will be the 1st of the month following a 60 day wait period, effective January 1, 2015.
- 6) All bargaining unit members will receive a \$10,000 term life insurance policy. Any bargaining unit member that elects not to participate in the health insurance plan provided by the District will be provided an additional \$20,000 on their life insurance policy (for a total of \$30,000).
- 7) Any funding received by the District as a result of the insurance profit sharing program, will be negotiated.

16.20 Cafeteria Plan. The School Board shall maintain the Section 125 Cafeteria Plan.

ARTICLE XVII
Terms of Agreement

17.10 This agreement shall become effective when ratified by the members of the bargaining unit, approved by the Board, signed by the parties, and shall be firm until and including June 30, 2023.

If, however, the current contract expires before a successor agreement can be reached, all provisions within said contract shall remain in full force and effect until a successor agreement can be reached and ratified by both parties.

17.11 Should any provision of this agreement be declared illegal by a court of competent jurisdiction or as a result of state and federal legislation, said provisions shall be modified to the extent it violates the law, pursuant to discussion between the parties. All other provisions shall remain in full force and effect for the duration of this Agreement.

17.12 Any individual contract between the Board and the individual bargaining unit member shall be made subject to the terms of this Agreement.

17.13 The entire School Board Policy Manual will be made available to bargaining unit members on the District's website.

17.14 Copies of this Agreement titled "Agreement between the Hernando Classroom Teachers' Association and the School Board of Hernando County" shall made available on the HCSB website.

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

17.16 This is a three (3) year agreement with annual re-openers on any article or section submitted by either party.

17.30 This agreement is entered into this _____ day of _____, 201_, by and between the School Board and the Hernando Classroom Teachers' Association.

HERNANDO CLASSROOM
TEACHERS' ASSOCIATION

THE SCHOOL BOARD OF HERNANDO
COUNTY, FLORIDA

President

Chairman

Business Agent

Superintendent of Schools

APPENDIX A
Salary Instructional Personnel

Employees begin each year with a base salary that is the amount they were paid in the previous year. There is no cap on the salary schedule.

The placement schedule will be updated to reflect cost of **negotiated** living and/or market adjustments annually.

Performance pay, cost of living increases and/or market adjustments will be **annually negotiated based on the available budget as determined by the School Board**. The calculation used for performance pay will be in compliance **with** Florida Statute and the formula will be Highly Effective = x, and Effective = .75x **based on the overall evaluation rating**.

Retroactivity. If retroactivity is an issue, pay increases will be retroactive to the beginning of the individual's employment contract year for all employees who are employed on the date of ratification by both parties of the Agreement between Hernando Classroom Teachers' Association and the Hernando County School Board.

October 23, 2017

In an effort to be competitive with surrounding counties, a 2.75% market adjustment increase will be paid to each instructional employee. Current employees in the first six years that would benefit more from the proposed placement schedule changes than the 2.75% will receive the higher amount.

PLACEMENT SCHEDULE FOR NEW HIRES
INSTRUCTIONAL PERSONNEL
2020-2021

	Years of Experience	Base Salary
PLI000	0-10	\$46,120
PLI011	11-20	\$46,650

NOTE: This schedule is for placement only. There is no movement on this salary structure. Any years beyond 10 are for qualified military experience only.

Any bargaining unit member who is currently on this salary schedule and earns a Master Degree will receive a \$2,500 supplement. Any advanced degree earned beyond the Master level will be paid in the form of a supplement in the amount of \$1,000 per additional degree earned.

Experience Credit

A maximum of ten (10) years of experience can be verified, providing proof of a successful evaluation rating in a full-time teaching position for each year of service verified. The maximum applies to all positions within the bargaining unit. The ten year maximum does not apply to employees who have continuous full-time employment with the Hernando County School District when returning to the instructional bargaining unit.

Up to ten (10) years of credit towards experience on the salary schedule shall be granted for military service. Military credit granted is in addition to the years of verified teaching experience.

Experience shall be granted on the salary schedule for related (similar) work outside of the field of education, provided the work is in the employee's field of expertise (i.e., Social Worker, Speech Therapist, Physical Therapist, Occupational Therapist, etc.) Vocational teachers shall be granted experience on the salary schedule for related work outside the field of education by Florida Statute.

Critical Shortage

For positions previously designated as critical shortage areas for Hernando County, the following positions will be paid an additional amount in the form of a supplement: Social Worker, Program/Staffing Specialist, Behavior Analyst, and Employment Specialist will receive a supplement of \$3,955.00 in addition to the base pay. School Psychologist, Occupational Therapists, Speech/Language Pathologists and Physical Therapists will receive a supplement of \$9170.00 in addition to the base pay.

Differentiated Pay for Employee Retention in the District: will no longer be available to those employees not already receiving it as of June 6, 2014. All bargaining unit members who were paid longevity during the 13-14 year will continue to earn longevity payments and move through the scale based on years of experience. No additional bargaining unit members will be placed on the longevity scale beyond the 13- 14 school year. Employee retention payments equal to a percentage of the base pay shall be paid to eligible full time bargaining unit members according to the following schedule: 6 – 10 years of service 1% of base, 11 – 15 years of service 1.5% of base, 16 – 20 years of service 2% of base, 21 – 25 years of service 2.5% of base, 26 – 30 years of service 3.25% of base, 31 or more years of service 4.0% of base. Eligible bargaining unit members working less than full time will receive 50% of the listed employee retention payment above.

Beginning with the 2007-2008 school year, eligibility for employee retention payments shall be based on continuous years of service with Hernando County School Board. All approved leaves shall not be considered a break in service, however, the year the bargaining unit member is on leave shall not be counted as a year of experience for the purposes of employee retention pay with the exception of active military recall duty. Retirement and resignation shall be considered a break in service. Any bargaining unit member that leaves the employ of the Hernando County School System and has a break in service shall have no accumulated years toward employee retention pay.

Employees must have worked for the Hernando County School Board for the required number of years in order to be eligible to received longevity payments. Previous years of experience in other school districts or counties will not count toward the total number of years required for each longevity payment.

Advanced Degree

For bargaining unit members hired on or after July 1, 2011, to qualify for advanced degree compensation, the advanced degree earned must be in an area of certification currently on the bargaining unit member's certificate. Advanced degrees in Curriculum, Education, and/or Educational Leadership are considered broad degrees in education and are eligible for advanced degree payment. In addition, an advanced degree that is directly related to a broad academic field (i.e. degree in history and certification in social science) will be eligible. The application of an advanced degree that is not clearly identified on a certificate will be determined by mutual agreement between both parties of the Hernando Classroom Teachers' Association and the Human Resources Department.

If the qualifications are met, the payment will be made in the form of a supplement in the following amount:

Masters = \$2500

Specialist = \$3500

Doctorate = \$4500

If the bargaining unit member no longer holds the certification area used to qualify for the advanced degree payment, they must notify the Human Resource Department within ten (10) days from the date of the certificate change to end the supplement payment. Bargaining unit members hired prior to July 1, 2011 already receiving or become eligible to receive payment for an advanced degree will continue to be paid as indicated above.

The instructional salary is for all instructional staff as defined in APPENDIX E.

APPENDIX B
Supplement Pay for Additional
Duties

1) Beginning at the start of the 2011-2012 school year, bargaining unit members who have earned a combined rating of Unsatisfactory on their most recent evaluation, will be ineligible to receive supplement pay under Appendices B and C, unless that duty assignment can only be done by that specific individual as denoted by the chevron ^ sign.

2) Additional Duties	GRADES		GRADES		GRADES	
	<u>K-5</u>	#	<u>6-8</u>	#	<u>9-12</u>	#
Band*^			\$2,212.00	1	\$3,447.00	1
BETA			\$1,080.00	1	\$1,080.00	1
Color/Saber Guard ^					\$1,389.00	1
DCT					\$1,080.00	2
DECA/HOSA					\$1,080.00	2
Department Heads**			\$6,257.00		\$16,995.00	
District Student Council Faculty					\$1,080.00	1
Dramatic Performance			\$823.00	1	\$1,389.00	2
FBLA					\$1,080.00	2
FFA					\$1,080.00	1
FHA/FCCLA			\$1080.00	1	\$1,080.00	1
Freshman Class Sponsor/Chairperson					\$1,389.00	1
HERO					\$1,080.00	1
High Q					\$1,080.00	1
Junior Class Sponsor/Chairperson					\$2,212.00	1
National Honor Society					\$1,080.00	1
National Technical Honor Society					\$1,080.00	1
Newspaper Advisors	\$464.00	1	\$464.00	1	\$567.00	1
Production Assistant			\$1,501.00	1	\$1,501.00	1
ROTC Drill Team ^					\$1,389.00	1
School History Fair Director	\$464.00	1	\$464.00	1	\$464.00	1
School Science Fair Director	\$464.00	1	\$464.00	1	\$464.00	1
Science Resource Teacher	\$1,030.00	1				
Senior Class Sponsor/Chairperson					\$2,212.00	1
Sophomore Class Sponsor/Chairperson					\$1,389.00	1
Student Council Sponsor	\$464.00	1	\$823.00	1	\$1,389.00	1
Team Leaders	\$1,288.00		\$1,288.00			
Vocal Music Performance ^	\$668.00	1	\$1,080.00	1	\$1,389.00	1
Yearbook Advisors	\$464.00	1	\$668.00	1	\$977.00	1

3) All supplement pay must be paid according to this Agreement. All amounts are the “Maximum” (total amount) allocated to the school(s) for that supplement pay and may be shared by one or more individuals. The assignment of, number of (provided it does not exceed the maximums listed within this agreement), and the option to fill any supplemental position listed in this agreement is at the discretion of the site administrator. All supplement pay will be paid upon completion of activity, or with the last check, upon written authorization of principal. Those supplement pay rates marked with an asterisk * will be prorated. Supplement pay for additional duties shall not be paid if they are an integral part of a scheduled class or scheduled classes but must be done outside the regular classes assigned. When all qualifications are equal, bargaining unit members will be given preference for supplement pay for additional duties. The dollar amount of the supplement pay rate marked with a double asterisk ** represents the minimum amount available for each school. All supplement pay rates will be reviewed annually.

4) Additional duties and coaching supplements will earn Florida Retirement System (FRS) benefits as allowable by FRS regulations. Bonuses and the in-service pay are not counted towards one's FRS benefits unless specifically approved for earning in FRS regulations.

5) **Supplemented Pay for Additional Duty** - for duty beyond the seven and three-quarter (7-3/4) hour day such as but not limited to in-service trainers, curriculum writers, etc., bargaining unit members shall be paid the following:

Bachelors = \$22.92 per hour
Specialist = \$25.21 per hour

Masters = \$24.56 per hour
Doctorate = \$25.87 per hour

unless specified by special funding sources such as but not limited to grants, school advisory funds, etc.

6) **Adult Education Pay** – Bargaining Unit members who teach Adult Education will be paid at the following hourly rate: BA \$20.00, MA \$21.00, SPEC \$22.00, and DOC \$23.00.

7) **Breakfast Duty** - Bargaining unit members will be paid for breakfast duty only if it exceeds the 7-3/4 hour workday or impacts a bargaining unit member's planning period.

8) **County History Fair Coordinator** – 2 allocation for supplement pay at Elementary \$1,000 and Secondary \$1,298.

9) **County Science Fair Coordinator** - 2 allocations Elementary \$1,000 and Secondary \$1,298.

10) **Lunch Duty** - Bargaining unit members shall receive a flat payment of \$1,000.00 to compensate for the loss of duty free lunch. This will be based on 180 days and will not exceed 30 minutes per day. Lunch duty assignments of less than 30 minutes will be paid proportionately.

11) **Teacher Support Plan** – The mentor will provide meaningful support, analyses and oversee the professional maturation of the beginning teacher's teaching and classroom management strategies in accordance with Appendix F. A mentor will be paid \$175 per mentee for each semester that they provide this service. A lead mentor will receive \$200 per semester.

12) **Department Chairperson** -
\$668.00 differentiated pay rate for departments with up to and including 5 teachers;
\$1389.00 for departments with 6 to 9 teachers; \$2,086.00 for departments with 10 or more teachers. Total allocation for differentiated pay not to exceed those specified above. No department chairperson is to receive more than \$2,086.00. No department head may also be a team leader. Speech/Language Department Head in charge of 14 or more people \$2,086.00

13) **Elementary Team Leaders** - The maximum allocation for team leaders at each elementary school is developed by the following formula: \$160.00 multiplied by the number of instructional positions at each school. The funding allocation shall equate to a minimum of one Elementary Team Leader per grade level, plus one Special Services Team Leader and one ESE Team Leader.

14) **Middle School Instructional/Grade Level Team Leaders** - \$1,288.00

- a) The funding formula for each Middle K-8 school shall be allocated one Team Leader for every 50 middle school students enrolled or greater portion thereof according to initial school year district count, up to a maximum of 18.
- b) Instructional Teams are defined as teams of bargaining unit members assigned to the same or similar instructional areas (for example, but not limited to, math, science, language arts, reading, social studies,

physical education, electives, ESE, guidance). Principals may establish instructional teams as needed to meet the needs of the school provided they do not exceed the number of teams allocated in this formula.

- c) Grade Level Teams are defined as teams of bargaining unit members assigned to the same grade level (sixth, seventh, or eighth grade).
- d) In order to earn differential pay, a Team Leader must represent a team with no less than three (3) members, inclusive of the Team Leader.
- e) No instructional team leader or grade level team leader may hold both positions simultaneously.

15) **High School Department Chair** – The maximum allocation for department chairs for each high school is developed by the following formula: \$180.00 multiplied by the number of instructional positions at each school. The minimum allocation is \$16,9950.00.

16) **In-service Rate of Pay** –The in-service rate of pay will be \$21.00 per hour for district approved training held in a classroom setting and \$10.00 per hour for district approved on- line/computerized trainings. The district will announce those trainings approved for inservice pay. It is the responsibility of the bargaining unit member to provide documentation of successful completion of the training to the Professional Development Department in order to receive points and payment. There is no limit to the number of inservice hours that can be earned through on-line/computer-based training, however, the maximum hours a bargaining unit member is eligible to earn payment for is ten (10) in- service hours per semester. This applies to on-line/computer-based training only. The payment for all on-line/computer-based training will be paid at the end of each semester for all hours accumulated within that semester. Effective the second semester of the 2013 – 2014 school year, the use of PD360 videos/program is non-compensatory. This is a tool that can be used for a bargaining unit member's Professional Improvement Plan (PIP) or a resource for additional information.

In-service points will be awarded for certification endorsement classes. Unless directly funded by state and/or federal funds, the in-service rate of pay does not apply. Bargaining unit members are reimbursed the registration fee for endorsement classes, if applicable.

Athletic coaching classes that are a requirement for differentiated pay/supplemental coaching positions are awarded in-service points; however the in-service rate of pay does not apply.

In order for the bargaining unit member to be awarded in-service points, he/she must complete the required follow-up evaluation form. In order for the bargaining unit member to receive payment, he/she must complete the entire in- service.

The rate of pay for a bargaining unit member who serves as the Instructor/Trainer for in- district trainings shall be 1.5 times the BA Level 1 hourly rate. This rate only applies to trainings that are given before/after duty hours or on the weekend. For trainings conducted during preschool, post school, or professional days, the trainer will receive the regular rate of pay and in-service points. The Trainer must submit the number of hours for instruction, planning, and evaluation of projects/follow-ups and receive approval from the Professional Development Office prior to the scheduling of the training.

17) **Classroom Supply Money (Lead Teacher).** Florida Teachers Classroom Supply Funds are available to all certified teachers responsible for student instruction and/or direct support in grades Pre-K through 12 and will be paid in accordance with applicable statutes.

APPENDIX C
Supplemented Pay Rates – Athletic Department

- 1) All differentiated pay, except Athletic Director, will be paid upon completion of activity, or with the last check, upon written authorization of the principal. (Athletic Director differentiated pay amount will be prorated).
- 2) Bargaining unit members who have earned a combined rating of Unsatisfactory on their most recent evaluation, will be ineligible to receive supplement pay under Appendices B and C, with noted exceptions in Appendix B.
- 3) All practice hours, scheduled contests, and numbers of coaches and assistants will be established to meet TITLE IX requirements. If a sufficient number of students do not qualify, the differentiated pay will be canceled. In this event, the activity will be combined for boys and girls under one coach with the supplement for either the boys or girls activity (not both).
- 4) Interscholastic contests/games/meets, etc., are required for justification of the differentiated pay rate.
- 5) **To meet equity requirements**, two additional allocations of differentiated rates may be assigned to a sport as follows:
 - a. one head coach at \$1,401.00 and one assistant coach at \$830.00
 - OR**
 - b. two assistant coaches at \$830.00 each
 Note: These allocations of differentiated pay are NOT to replace existing differentiated pay allocations.

6) ATHLETIC ACTIVITY	GRADES <u>6-8</u>	#	GRADES <u>9-12</u>	#
Athletic Director: *	\$1,123.00	1	\$3,830.00	1
Baseball:				
Varsity Coach			\$2,542.00	1
Assistant Varsity or JV Coach			\$1,443.00	1
Basketball:				
Head Varsity Coach (boys)			\$2,542.00	1
Head Varsity Coach (girls)			\$2,542.00	1
Head JV Coach (boys)			\$1,443.00	1
Head JV Coach (girls)			\$1,443.00	1
Athletic Trainer or Assistant Coach			\$1,443.00	1
Athletic Trainer or Assistant Coach			\$1,443.00	1
Head Middle School Coach (boys)	\$1,443.00	2		
Head Middle School Coach (girls)	\$1,443.00	2		

Cheerleading:			
Varsity Coach			\$2,299.00 2
Jr. Varsity Coach			\$1,230.00 1
Middle School Coach	\$1,123.00	1	
Cross Country:			
Varsity Coach (boys)			\$1,443.00 1
Varsity Coach (girls)			\$1,443.00 1
Football: **			
Head Varsity Coach			\$3,421.00 1
Assistant Varsity Coach			\$1,710.00 4
Head JV Coach			\$1,710.00 1
Assistant JV Coach			\$1,710.00 1
Head Middle School Coach	\$1,443.03	1	
Assistant Middle School Coach	\$1,016.00	2	
Golf:			
Varsity Coach (boys)			\$1,443.00 1
Varsity Coach (girls)			\$1,443.00 1
Middle School Coach (boys and girls)	\$855.00	1	
Soccer:			
Varsity Coach (boys)			\$2,542.00 1
Varsity Coach (girls)			\$2,542.00 1
Assistant Varsity or JV Coach (boys)			\$1,443.00 1
Assistant Varsity or JV Coach (girls)			\$1,443.00 1
Softball:			
Varsity Coach			\$2,542.00 1
Assistant Varsity or JV Coach			\$1,443.00 1
Middle School Coach	\$1,443.00	1	
Swimming:			
Varsity Coach (boys and girls)			\$1,443.00 1
Assistant Varsity or JV Coach (boys and girls)			\$855.00 1
Tennis:			
Varsity Coach (boys)			\$1,443.00 1
Varsity Coach (girls)			\$1,443.00 1
Middle School Coach (boys)	\$855.00	1	
Middle School Coach (girls)	\$855.00	1	

Track:			
Head Varsity Coach (boys)		\$2,542.00	1
Head Varsity Coach (girls)		\$2,542.00	1
Assistant Varsity or JV Coach (boys)		\$1,443.00	1
Assistant Varsity or JV Coach (girls)		\$1,443.00	1
Middle School Coach (boys)	\$1,443.00		1
Middle School Coach (girls)	\$1,443.00		1
Volleyball:			
Varsity Coach		\$2,542.00	1
Assistant Varsity or JV Coach		\$1,443.00	1
Middle School Coach	\$1,443.00		1
Weightlifting:			
Varsity Coach (boys)		\$1,443.00	1
Varsity Coach (girls)		\$1,443.00	1
Wrestling:			
Varsity Coach		\$2,542.00	1
Assistant Varsity or JV Coach		\$1,443.00	1

* The Athletic Director shall coordinate the scheduling of all school athletic contests and athletic facilities.

** Twenty percent (20%) of the differentiated pay rate will be retained for spring practice.

APPENDIX D
Differentiated Pay Based Upon One's Position/Location

Differentiated Pay is defined for positions that require duties outside the regular school day and/or positions that require specialized expertise and/or certification in a supplemental position.

1) Sub-Contracting - The School Board will post all instructional positions, but if any position required by law to provide services for students cannot be filled within the School System, the appropriate administrator will notify HCTA that the School Board must sub-contract in order to provide the services, and this must be negotiated.

2) **Differentiated Pay Rate for Teaching an Extra Class** – Differentiated Pay will be paid when a bargaining unit member does NOT have a planning period and utilizes that time in a manner which generates FTE. In order to qualify the bargaining member must be regularly assigned to a scheduled class, in addition to their normal teaching assignment:

Bachelors	-	\$3,548.00	Masters	-	\$3,797.00
Ed. Spec.	-	\$4,047.00	Doctorate	-	\$4,297.00

3) **Itinerant Teachers** - Itinerant teachers who are required to travel will receive a flat payment of \$2,500.00 to compensate for the loss of their planning period.

4) Differentiated Pay for Additional Therapist Contact Hours

Any therapist providing more than 120 contact hours per week shall receive a supplement of \$3,600 for more than 120 hours.

Differentiated Pay Schedule- Instructional

Demographics/Title I Eligible:

\$ 25 Assigned to Title I Eligible School (eligibility is defined as having a minimum of 58.1% or state average of students free/reduced lunch)

School Improvement:

\$ 100 Assigned to a school in the bottom two categories of the school improvement system under FL Statute 1008.33 (remains in force for at least one year following improved performance at the school)

Critical Shortage: (must be certified in and currently teaching classes) - May only receive one supplement in this category.

- \$ 100 Middle School Science Classroom Teachers
- \$ 100 High School Science Classroom Teachers
- \$ 100 Middle School English/Language Arts Classroom Teachers
- \$ 100 High School English/Language Arts Classroom Teachers
- \$ 100 ESE Classroom Teachers who teach classes that require dual certification
- \$ 100 Middle School Math Classroom Teachers
- \$ 100 High School Math Classroom Teachers

APPENDIX E
Description of Bargaining
Unit

UNIT: All instructional personnel excluding education paraprofessionals, whether under contract, on approved leave or on a per diem hourly or class rate basis, employed or who becomes employed by the Board.

INCLUDED: Instructional personnel as defined in F.S. 1012-01 (2a-d). Instructional personnel is defined as any staff member whose function includes the provision of direct instructional services to students. Instructional personnel also includes those whose function provides direct support in the learning process of students.

EXCLUDED: Superintendents, assistant superintendents, District directors, supervisors, administrative assistants, directors, district level coordinators, assistant directors, principals, assistant principals, directors of student activities, deans, substitutes, education paraprofessionals, individuals who receive a supplement and are not otherwise employed as an instructional staff member with the District, and other professionals assigned to the Superintendent's staff.

APPENDIX F
Teacher Support Plan

One of the goals of the Hernando County School Board is to retain teachers. The creation of this district mentoring initiative is intended to provide support and guidance to teachers who are new to the profession as well as those who might need extra assistance in the classroom.

Tier One Teachers

Beginning teachers will be placed in a three-year induction program. Experienced teachers who are new to Hernando County will also be considered Tier One but principals will have flexibility in assigning mentors to these individuals. All Tier One teachers will attend a multi-day institute during the week before pre-school. The focus of the institute will be to provide assistance to new teachers in preparation for the first few weeks of school. Topics to be included in the training will focus on classroom management, classroom organization, curriculum, technology, legal and ethical issues, and an introduction to the Professional Educator Competencies (PEC) for alternative certification candidates (non-education majors). It will also include introductions to district staff members and an overview of our policies.

A Teacher Retention Survey will be conducted by the Human Resources Department at the end of the year. The survey results will be used to improve and enhance the pre-school institute and professional development provided by the district.

Tier Two Teachers

During the second year of the induction plan, professional development will take place. For alternative certification candidates (non-education majors), an emphasis will be placed on completing the Professional Education Competency Assessment Tasks with the guidance of their ACP mentor and administrator.

Tier Three Teachers

The third year of the induction program will include continued professional development to support new teachers with a focus on improving instructional and classroom management strategies through best practices. Alternative Certification candidates (non-education majors) must complete all of the requirements of their programs by the end of their third year. Teachers with Temporary Certificate must satisfy requirements to attain a Professional Certificate during this year.

Tier Four Teachers

Tier four teachers are those who have been placed on Level 3 of the Educators' Evaluation Plan or teachers who could benefit from the guidance of a mentor, as determined by their principal.

APPENDIX G

GRIEVANCE REPORT FORM
Hernando Classroom Teachers' Association

Grievance # _____

Form:

Name of Person(s) filing grievance: _____

School/Department: _____ Position: _____

Address: _____ Home Phone: _____

- Distribution of
1. Superintendent
 2. Principal
 3. Association
 4. Teacher

Association Representative(s): _____

STEP I

A. Date cause of Grievance: _____

B. Specific contract provision grieved, article(s) and section(s):

C. Statement of Grievance:

If additional space is needed, attach an additional sheet.

Relief Sought:

Signature Date

D. Disposition of Superintendent/Designee and Principal:

Signature Date

E. Disposition of Association:

Signature Date

STEP II

A. Date Submitted to Arbitration: _____

B. Disposition & Award of Arbitrator:

Signature

Date

NOTE: All provisions of Article _____ of the Agreement dated _____, 20____, will be strictly observed in the settlement of grievance.

APPENDIX H

MENTORING GUIDELINES

* Teachers being mentored will hereby be referred to as mentees.

Selection of mentors:

1. Principals will accept applications from teachers and will make selections of mentors, one Lead Mentor, and one alternative Certification Program (ACP) Mentor.
2. National Board Certified Teachers who are already receiving compensation for mentoring are not included in this program. They may still be chosen as mentors, but they will not be paid if they are receiving mentoring hour compensation from the National Board. They may only participate in *this* mentoring program if they follow the requirements set forth in this document and are not being paid twice for the same mentoring assignment.

Prerequisites to becoming a mentor:

1. Must have at least 3 years of teaching experience with at least 1 year in Hernando County Schools.
2. Preferably be teaching at the same grade level or content area as the mentee, whenever possible.
3. Must complete Hernando County Mentoring Training each year.
4. Must have completed Clinical Educator Training prior to being selected.

Requirements of a mentor:

1. Meet with the mentee as needed.
2. Document each contact on the form provided and return to Lead Mentor at the end of each semester.
3. Observe the mentee and provide feedback.
4. Serve as a role model.

Duties of the Lead Mentor:

1. Serve as a liaison between the school and district staff.
2. Compile documentation to assure payment of mentors.
3. Give support to both mentor and mentee and keep track of staffing changes that affect placement of mentors.

Duties of the mentee:

1. Maintain a positive attitude and accept the guidance of the mentor.
2. Ask for help if needed.
3. Communicate with the Lead Mentor if the mentor is unavailable.
4. Complete a Teacher Retention Survey if asked to do so.

Additional requirements of mentors of Alternative Certification Program (ACP) participants:

A separate training will be required to learn how to help the mentee with the ACP on-line program.

Compensation of mentors, Lead mentors, and ACP mentors:

1. Each mentor will be paid \$175.00/per mentee for each semester that they provide this service.
2. One ACP mentor at each school will be paid \$175.00 per semester to offer help specifically to those teachers in the Alternative Certification Program. One ACP mentor will be assigned at each school unless there are no ACP participants at the school for that semester.
3. Lead mentors will receive \$200.00 per semester. Documentation requested by the District Office must be submitted in order to receive payment.
4. A Differentiated Pay for Additional Duty/Supplement Request Form will be completed for each mentor/mentee assignment for each semester. Payment will be given after each semester is completed and all documentation has been received.
5. A maximum of three (3) mentee assignments is permitted per mentor. This maximum does not apply to the ACP mentor due to the unique needs of this program.

APPENDIX I
HERNANDO eSCHOOL

As part of the 2009 legislative session, the Florida Legislature amended Florida Statute 1002.45 to require all Florida school districts to offer full-time virtual instruction programs for students enrolled in kindergarten (K) through grade twelve (12) and at least a part-time virtual instruction program for academic intervention programs or Department of Juvenile Justice education programs in grades nine (9) through twelve (12), beginning with the 2009- 2010 school year. School districts were given the option to contract with the Florida Virtual School or establish their own Virtual School franchise, contract with an approved virtual instruction provider, or enter into an agreement with another school district to allow the participation of its students in an approved virtual instruction program provided by the other school district.

To comply with the new virtual instruction program requirements, the District has contracted with Florida Virtual School to provide full-time virtual instruction for kindergarten (K) through twelve (12). In addition, the District established its own Florida Virtual School franchise in order to provide part-time virtual instruction for students in grades six (6) through twelve (12), *with the potential to expand to grades (K) through five (5) in the future*. As part of its franchise agreement with Florida Virtual the District will utilize the curriculum provided by Florida Virtual School for virtual instruction courses, but will hire its own teachers to monitor, evaluate, and support student progress in those virtual instruction courses. The District will offer part-time franchise positions in addition to a teacher’s regular workday as well as full-time positions.

1. Full-time teachers will be compensated on the Instructional Salary Schedule.
2. Due to the unique needs of the program, full-time e-School teachers are exempt from the defined workday provisions of the HCTA contract, Articles 5.10 and 5.11. Full-time teachers are not eligible for an extra class supplement.
3. Part-time teachers will teach an average of 30 students.

Teachers will be paid an initial supplement of \$75.00 and \$25.00 for each prep beyond the first one assigned

Part-time Teachers will not be assigned more than three (3) virtual instruction courses per semester.

Part-time Teachers are considered to be employed “at will” and teaching assignments with e-school can be removed at the discretion of the principal

In addition, teachers will receive \$75.00 per successful student completion per semester. A successful student completion occurs when a student completes a course with a grade of “A”, “B”, “C” or “D” within the School Board adopted student calendar.

4After being selected as a franchise teacher, but prior to being assigned his/her first instruction course, each teacher must complete an online training program. Teachers will be able to complete the online training prerequisite at their convenience.

5. Teachers will be required to have a publishable telephone number and a computer with high-

speed internet access. School facilities and equipment may be utilized to the extent that they are normally available and so long as a teacher's regular work responsibilities are not disrupted.

6. Teachers will be expected to establish weekly "office hours" during which students and parents will be able to communicate with the teacher via telephone.

7. In general, teachers will be expected to return student and parent communication and acknowledge receipt of student work within twenty-four (24) hours of the contact being initiated, and grade assignments 48 hours after they have been submitted.

8. Teachers will be expected to comply with the rules and procedures established in the Florida Virtual School franchise contract and the Hernando eSchool Handbook, including attendance or viewing of the recording of monthly faculty meetings.

9. Guidance Counselors and Assessment teachers at the e-school home site will be paid additional duty rate of pay for any required additional days for the summer months. Due to the unique needs of e-school and the rolling enrollment (non-traditional semesters), all e-school instructors must be available to work additional days during the summer (employees hired at e-school prior to July 1, 2017 this requirement is optional). This will be outlined in an agreement specific to summer work for e-school. Payment will be at the regular hourly rate of the employee for all additional days/hours worked.

MEMORANDUM OF UNDERSTANDING

BETWEEN HCSB & HCTA

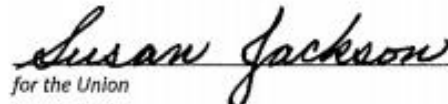
2019-2020 Supplements

February 12, 2020

The Hernando County School Board and Hernando Classroom Teachers' Association agree to implement Appendix B for the 2019-2020 contract year as tentatively agreed on October 29, 2019.



for the Board
Lisa Becker
Chief Negotiator



for the Union
2-12-20

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
HERNANDO COUNTY SCHOOL DISTRICT (“HCSD” or “District”)
AND THE
HERNANDO CLASSROOM TEACHERS’ ASSOCIATION (“HCTA”)

The Hernando County School District and Hernando Classroom Teachers’ Association recognizes the need to preserve public trust by providing the best possible education and safest educational environment, even in unprecedented times of emergency. Both parties express mutual appreciation for flexibility, understanding, and patience during this public health emergency.

To ensure that learning continues throughout the closure of schools related to COVID-19, this Memorandum of Understanding temporarily modifies the terms and conditions of employment as stated in the Collective Bargaining Agreement between the District and HCTA.

HCTA and HCSD acknowledge that the development of the Pre-K-12 Education Continuity Plan is appropriate and necessary for the continuity of instruction for students. HCTA supports the District’s strong and positive stance in prioritizing the well-being and protection of faculty, staff, and students in accordance with CDC and public health requirements.

As outlined in the Continuity Plan:

- Teachers will be able to continue to work from home while fulfilling instructional duties using the Canvas platform and other recommended modalities for communication with students and parents.
- Teachers will attend required faculty meetings via virtual platform, as indicated by the site-based administrator.
- Teachers will be able to access classrooms for necessary purposes, as needed, but will not be required to report to school buildings during the period designated for home instruction.
- During the Home Instruction period, all staff will continue to be paid their base salary on the same timeline.
- Instructional staff that need to take leave because you will not be able to work for an extended period, will need to submit your extended leave paperwork as normal.

It is further recognized that during these extraordinary circumstances, non-classroom instructional personnel may be called upon to assume instructional duties within their areas of certification to meet the needs of students in the absence of an available certified teacher.

It is understood that while schools and buildings are closed, HCSD is unable to provide paper copies of pay stubs to employees. However, management is working on a resolution to provide electronic pay stubs through Employee Access in Skyward.

Due to the cancellation of many student assessments it will be impossible to complete the 35% of instructional evaluations referred to as the Student Outcome Measurement for the majority of instructional staff. Both parties agree no student outcome measurements will be completed and no final summative evaluations for instructional staff will be calculated or completed for the 2019-20 evaluation cycle and school year. FLDOE guidance has waived the statutory requirement under FL Statute 1012.34 for a summative evaluation to be completed for the 2019-20 school year.

As Observed Practice observations were substantially completed by the end of the third marking period, for the 2019-2020 school year, the Part A portion of the instructional evaluation will be completed by May 1, 2020.

With no summative evaluation completed for instructional staff for the 2019-20 school year both parties agree that negotiations for any potential salary increase for the 2020-21 school year will not include performance pay related to the 2019-20 school year and that the language referencing performance pay in Appendix A of the contract will be suspended and not used for the 2020-21 school year. FLDOE guidance has waived the statutory requirement under FL Statute 1012.22 for performance pay to be included for the 2020-21 school year due to the waiving of the summative evaluation completion for the 2019-20 school year.

The portion of the MOU regarding working from home shall be in effect until June 30, 2020, or on the date the Governor orders schools to reopen, whichever occurs first. Both parties recognize that the guidance upon which the Pre-K-12 Continuity Plan has been drafted is subject to change and agree to revisit or modify the MOU, if needed, based upon updates or changes to guidance from the Florida Department of Education, Centers for Disease Control, or state or local government mandates.

Dated this 31st of March 2020

Lisa Becker

for HCSD

Susan Jackson

for HCTA

MEMORANDUM OF UNDERSTANDING

Between

The Hernando County School Board

And

The Hernando Classroom Teachers' Association

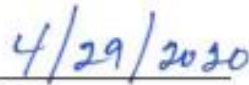
The following Memorandum of Understanding (MOU) is an agreement between the Hernando County School Board (HCSB) and the Hernando Classroom Teachers' Association (HCTA) to fully implement the changes to the 2020-21 Instructional Evaluation Manual as recommended by the EMART Committee. HCSB and HCTA have reached tentative agreement on the attached changes to the Evaluation Manual.

Until official ratification, final School Board approval, and acceptance from the Florida Department of Education (FLDOE) parties agree that the changes can be fully implemented in order to ensure that teachers are aware of how they will be evaluated during the 2020-21 school year.

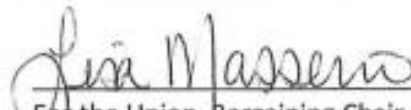
The changes to the Evaluation Manual are accepted as listed in the attached document(s).



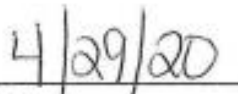
For the Board, Chief Negotiator
Lisa Becker, Executive Director of Business Services



Date



For the Union, Bargaining Chair
Lisa Masserio, Teacher



Date

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

HERNANDO COUNTY SCHOOL DISTRICT ("HCSD" or "District")

AND THE

HERNANDO CLASSROOM TEACHERS' ASSOCIATION ("HCTA")

The Hernando County School District and Hernando Classroom Teachers' Association recognizes the need to preserve public trust by providing the best possible education for our students. Both parties express mutual appreciation for flexibility, understanding, and patience during this public health emergency.

HCTA and HCSD acknowledge that the Florida Department of Education (FLDOE) has extended the date for certification renewal to July 31, 2020. Both parties agree this is due to testing center closures and teachers' inability to take exams necessary to renewing their certificate.

HCSD agrees to reappoint any teacher whose certificate expires June 30, 2020 due to the closure of testing centers and the teacher's inability to take test(s) necessary to upgrade or renew their certificate. HCSD and HCTA agree those teachers affected by this have until July 31, 2020, unless that date is extended further by the FLDOE, to take and pass required exam(s). It is furthered agreed by both parties that if the FLDOE extends that date, this agreement will automatically extend with it and there will be no need to draft a new MOU. It is also agreed for those teachers on a 3 Year Temporary Certificate, the Superintendent may request from the FLDOE a 2 year extension for extenuating circumstances. If a teacher would like to request this extension they must send a written request to the Human Resources Department, Attention Certification, and include documentation to support an extenuating circumstance and a check for \$75.00 payable to HCSD by June 2, 2020.

It is agreed by both parties, HCSD and HCTA, if the teacher does not satisfactorily pass the exam(s) by the latest deadline established by the FLDOE, HCSD will terminate the teacher's contract. HCSD will support the hiring of said teacher(s) by Kelly Services as a Long Term Sub at the current highest hourly rate of pay offered by Kelly Services as approved by the Hernando County School Board (HCSB).

This MOU shall be in effect until the latest FLDOE certification extension to renewal date for 2020. Both parties recognize this date could change, as circumstances are very unpredictable, and could be extended for as long as a year.

Dated this 11th of May 2020

Lisa Becker

for the Board, Chief Negotiator
Lisa Becker, Executive Director of Business Services

Susan Jackson

for HCTA, Bargaining Chair

MEMORANDUM OF UNDERSTANDING

Between

The Hernando County School Board

And

The Hernando County Classroom Teacher's Association

The parties hereby enter into this Memorandum of Understanding acknowledging an agreement to the following teacher work day changes. Teacher return date will be 8/17/2020 – this includes 5 additional pre-school days. Students will return 8/31/2020. The adjustment to 197 total work days are as follows:

Eliminate November 3, 2020 as a work day: 7.75 hours

Eliminate 2 Post school days at $7.75 \times 2 = 15.50$ hours

On the end of first semester early release days teachers will leave 2.75 hours early each day. $2.75 \times 3 = 8.25$ hours

On the September PD early release day teachers will leave 2.75 hours early

On the March PD early release day teachers will leave 2.75 hours early

On the end of second semester early release days teachers will leave 35 mins. early each day. $\times 3 = 1.75$ hours

Total 38.75 hours or 5 days



For the Board, Chief Negotiator

Lisa Becker, Executive Director of Business Services



Date



For the Union



Date

MEMORANDUM OF UNDERSTANDING

Between

The Hernando County School Board

And

The Hernando Classroom Teachers' Association

The parties hereby enter into this Memorandum of Understanding acknowledging an agreement to the following language regarding the digital home learning option available to Hernando County students:

There may be times when teachers are required to teach a hybrid class consisting of students in brick and mortar setting and students who enrolled in the digital classroom option. In these cases, teachers may be required to live stream their face-to-face instruction in the brick and mortar setting to include those students enrolled in the digital classroom option simultaneously. For the purpose of leveling classes, students participating in digital home learning will count the same as students participating face-to-face. Additional hybrid classes will not be created as long as the number of students in digital home instruction can be served in a single class section or classroom.

In no instance will recording be required in the digital home learning option. The teacher will provide assignments for lessons missed by students in the digital home learning option per the attendance procedures in the District Student Progression Plan, as is provided for students in the face-to-face setting.

—When certification area meets the needs of the position, volunteers will be considered when assigning a teacher to teach using the hybrid platform.

Every effort will be made to limit the number of hybrid classroom situations. HCTA will receive monthly updates indicating the number of hybrid sections by school and course, and number of teachers affected at each site. Strategies to limit this option will be an ongoing discussion throughout the year.

A stipend of \$250 per semester will be paid to teachers required to teach hybrid classes. This is a single stipend regardless of number of sections or students and is not prorated. This does not apply to teachers teaching the non-hybrid digital classroom instruction nor does it apply to teachers teaching brick and mortar courses and digital classroom courses that are not simultaneous. In other words a teacher may have a period of all brick and mortar and a period of all digital classroom students, this would not constitute a hybrid setting and would not earn a stipend. This amount is in recognition of the impact of additional work required by the hybrid model. Examples of these duties include:

- managing behavior in two settings simultaneously
- posting assignments to an online environment
- adapting in-class assessments and assignments for online delivery
- evaluating student work in two environments
- daily parent notification of absence for digital home learning students


- additional staff contacts required during planning within a 24-hour window specified in the District Plan for students not progressing in the digital home learning option (this may frequently impact teacher planning time)

This agreement expires 11:59pm on June 30, 2021.

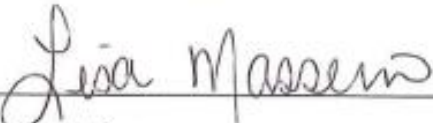


For the Board, Chief Negotiator

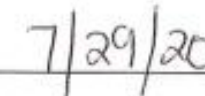
Lisa Becker, Executive Director of Business Services



Date



For the Union



Date

MEMORANDUM OF UNDERSTANDING

Between
The Hernando County School Board (HCSB)
And
The Hernando Classroom Teachers' Association (HCTA)

The parties hereby enter into this Memorandum of Understanding acknowledging an agreement to temporarily assign teachers to e-School due to an increase in enrollment at eSchool and a decrease in enrollment at the brick and mortar school caused by concerns over COVID.

Bargaining unit members who chose to volunteer to transfer to e-school as indicated on the Return to Work survey will be considered first. Preference will be given to those holding a Professional Services (PS) contract.

Additional criteria used to determine who will be temporarily assigned will be done in the following order:

- (1) Number of allocations lost to e-school from the home school
- (2) Employees who meet the requirements of the position, including but not limited to certification
- (3) Those who have the overall highest performance level rating on most recent annual evaluation
- (4) Those who have the most District experience in subject area
- (5) Those who have the most District seniority as a bargaining unit member in an instructional position
- (6) Those who have the most overall career teaching experience
- (7) Those who have previous successful e-school experience

If that list of volunteers is exhausted and vacancies still remain, additional volunteers will be sought from the Return to Work survey from those who indicated they were willing to teach either e-School or brick & mortar. Preference will be given to those holding a Professional Services (PS) contract as well as the same criteria listed above.

The temporary assignment is intended to remain in place for at least the first semester of the 20-21 school year. This temporary assignment may be extended into the second semester based on the student enrollment numbers.

In the event, the student enrollment at e-school declines during the semester and requires the position allocation be reinstated to the original school, teachers will be required to return to a brick and mortar setting and will be provided a minimum of eight (8) work days' notice to complete eSchool responsibilities (including grades). Two (2) planning days at the new brick and mortar work site will be provided immediately prior to beginning instruction at that site.


Temporarily assigned teachers will be returned to their original school or work site. In the event there is no vacancy at the original work site, the teacher will have the option of choosing from among all district classroom instructional vacancies matching their certifications; unless none exist then any instructional vacancy.




For the Board, Chief Negotiator
Lisa Becker, Executive Director of Business Services



Date



For the Union



Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HERNANDO COUNTY SCHOOL DISTRICT (“District”)
AND THE
HERNANDO CLASSROOM TEACHERS’ ASSOCIATION (“HCTA” or “Union”)**

The Hernando County School District and Hernando Classroom Teachers’ Association recognize that our students are entitled to the best possible education and educational environment, even in unprecedented times of emergency. The District and the Union express mutual appreciation for flexibility, understanding and patience during this public health emergency.

The purpose of this Memorandum of Understanding is to memorialize the parties’ agreement regarding the reopening of Hernando Public Schools for the 2020-2021 School Year in a manner that prioritizes best pedagogical practices and the safety and well-being of Hernando’s children, families, employees and the community. The parties mutually agree on best practices and safety procedures for reopening schools as follows:

Training & Preparation

For the 2020-21 school year, the Pre-school period will be 10 days. Administrators will provide opportunities for training and time for teachers to prepare classrooms, lesson planning and modifying class procedures per expectations outlined in the HCSD’s Return to School Plan.

In addition to providing training and support for the implementation of distance learning, the District will provide training for employees on proper safety protocols, how to use personal protective equipment (PPE) and supplies safely and properly. Bargaining unit members may request further assistance in proper safety protocols and ways to handle other situations unique to COVID-19.

Meetings of large groups (over 50) and District-provided professional development will be conducted virtually (online or via Teams) whenever possible. When a meeting is conducted in person, social distancing will be promoted and group size will be limited to the extent possible.

Safe & Sanitary Work Environment

Every reasonable effort shall be made to ensure safety protocols are implemented in accordance with guidance from the Center for Disease Control and Prevention (“CDC”), Florida Department of Health (“DOH”), and applicable privacy laws and regulations.

BEHAVIORS & ROUTINES: The District shall limit nonessential school site and classroom visitors. Whenever possible, parent and student conferences will be conducted virtually. Any visitors must comply with all safety protocols established by this MOU, the Return to School Plan and School Board Policy.

Seating will be separated to the extent feasible to provide for social distancing. Teachers will be paid for covering classes during planning periods according to 5.13C in the HCTA CBA.

Expectations regarding district-wide hygiene practices, social distancing, and other safety protocols will be reinforced by teachers in classroom settings and teachers will embed in daily routines. Daily schedules must include time for every student and employee to implement adequate hygiene practices and social distancing.

CLEANING: The District will implement guidelines and a schedule for routine cleaning, disinfection, and proper sanitization of facilities and equipment.

The District will ensure that each worksite has adequate cleaning supplies, including alcohol wipes for devices and hand sanitizer as supply chain allows. Teachers will limit the use of shared equipment or materials by students in the classroom. As each site administrator is required by the district's reopening plan to establish protocols for cleaning of instruments, the district shall ensure appropriate cleaning supplies will be stocked in classrooms where equipment must be wiped down between classes (computers, PE equipment, etc.) and where clean-up of bodily fluids from surfaces may be necessary, such as an ESE or Pre-k classroom (saliva, mucus). Instructional staff are not required to deep clean or sanitize classrooms.

PERSONAL PROTECTION EQUIPMENT: The District will ensure that bargaining unit employees whose job description requires close contact with students (e.g., employees who work with younger students, ESE students, and students with physical conditions) are provided with supplies and equipment commensurate with their exposure level including face shields, face coverings, gloves. If additional supplies are needed teacher can discuss with administration.

Staff, students and visitors are required to follow School Board policy 8450.01 regarding face coverings. To encourage use of face coverings, the District will provide 5 reusable masks for each employee to wear while in the workplace as per School Board policy 8450.01. Employees may use face coverings of their own and shall not be discouraged from wearing face coverings or PPE at any time. Appropriate use of face coverings shall be to cover both the mouth and nose for students and staff. In addition the District will provide 2 reusable masks for each student.

A supply of disposable masks will also be made available to staff for students who have forgotten to wear a mask to school. Employees with medical concerns for wearing face coverings must follow the normal ADA process if requesting an accommodation for not wearing a face covering. Staff member is required to wear a face covering until a response is received from the Human Resources Department regarding the ADA accommodation request.

Teacher Workload Management

In the Digital Home Learning format, students will remain attached to the current school for receiving instruction. In accordance with the district's plan for reopening schools, teachers assigned to these students will maintain a regular schedule that mirrors the pace and rigor of the traditional brick and mortar environment.

No teacher will be required to attend training or perform duties (including office hours for Digital Home Learning) beyond their contractual 7.75 hours, except in the case of legitimate emergency.

In anticipation of increased demand to adjust plans for ESE students, it is agreed that ESE Co-teachers will NOT be pulled from their classroom assignment to cover: front office coverage, or other non-classroom activities during times they are scheduled to provide services to students. In addition every effort will be made not to pull ESE Co Teachers to cover other classes, or cafeteria/lunch duty during times they are scheduled to provide service to students. Teachers will not be responsible for locating their own subs if required to self-isolate or quarantine. Teachers will not be asked to report to work if a sub cannot be found.

Teachers' rooms may be used for student lunches, but teachers will not be required to supervise students during their contractually provided duty-free lunch break. Principals will determine schedules and assignments for their campuses that do not infringe on contractually protected times. In the event a need arises to alter contractually protected times, the district will consult with HCTA regarding any impact to contractually protected times.

Teacher Authority & Protection

No HCTA bargaining unit employee will be required to sign a waiver to work or participate in activities related to their jobs.

The District shall provide and communicate a clear and consistent protocol for responding to students who refuse to adhere to hygiene practices, social distancing, and/or required safety measures (i.e., appropriate usage of face coverings). Teachers shall not be disciplined for

- Reasonable enforcement of safety protocols
- The actions of students or parents who fail to adhere to safety protocols
- COVID19 cases traced to their classroom

CLASSROOM RECORDING: While the district's plan for reopening schools suggests that live lessons be recorded for students who may be absent during the live lesson time frame, recording of live lessons shall be at the teacher's discretion. In no instance will unauthorized video recordings of teachers be made. For teachers providing distance learning, observations for the purpose of evaluating the teacher will be conducted in the teacher's classroom.

All students (and parents of students) who are assigned into a digital home learning class, or who are attending a "hybrid" class in the brick and mortar setting, will be required to sign an acknowledgement form protecting FERPA privacy rights and outlining a consequence for violating the district Code of Civility. Violations of the Code of Civility by students or parents may result in loss of placement in digital home learning. In addition, parents of students participating from home will be required to sign acknowledgement of their responsibility to provide appropriate adult supervision for their child(ren).

If disciplinary action against a teacher is being considered based on live-streamed or unauthorized recorded evidence, recommended action will be based on totality of the evidence, rather than the unauthorized video recording(s) in isolation.

Students who record a teacher without their knowledge or permission (unauthorized video recording) shall be subject to discipline according to the District's disciplinary plan.

TEACHER AUTONOMY: Teachers will have the autonomy to determine if an assignment is required for a grade and how it will be provided in the school-based distance learning option. It will be understood that students who miss instruction and other learning activities in this option will be considered the same as the traditional school setting.

Any lesson plans provided by the District shall be considered a recommendation. Teachers may customize the content to meet the needs of students in their classes and in response to technological challenges.

DISCIPLINARY IMPACTS: Employees shall not be disciplined or evaluated negatively for students' lack of access, participation, or attendance in school-based distance learning if the teacher has followed district guidance for contacting the parent and has referred the student for follow-up by the appropriate staff designated in the plan.

Employees shall not be disciplined or held responsible for lack of functionality of technology or interruptions or insufficiency of bandwidth to facilitate distance learning, or improper use of technology by parents or students.

COVID Response

In the event of future outbreaks of COVID-19 that force schools to close during the school year, Hernando County School District will implement a Distance Learning Plan for instruction utilizing the Microsoft Teams platform. Distance Learning occurs only when all students are physically prohibited to be on a school campus for an extended period of time. The Distance Learning Plan excludes those enrolled in Hernando e-School. Teachers will have the option of working remotely from home but will be required to report to worksite classroom on a scheduled basis but generally not more than once per week.

Instructional staff may work remotely or may be offered an alternate work location during an emergency closure of their worksite.

In the event a teacher is identified, through the District's contact tracing, to have been exposed to an employee or student at their worksite who has tested positive for COVID-19 and are told to quarantine as required by DOH, that teacher will be required to continue instruction in a digital environment from home. For brick and mortar classrooms, the District will provide a sub for the classroom for student supervision and the teacher will be required to provide lesson plans for the substitute. The teacher can request to instruct in a digital environment from a district isolation room if one is available. During this time, the teacher will not be charged their own personal leave time nor Emergency Leave under the FFCRA. In the event the teacher tests positive, becomes symptomatic and is unable to perform their instructional duties, they will be required to request leave

as outlined under the Leave Provisions section of this MOU. If the teacher does not want to instruct during quarantine, they will be required to request Emergency Leave under the FFCRA if applicable or personal sick leave.

For teachers instructing in a digital environment, an administrator may request access to the teacher's TEAMS classroom, if this occurs, the teacher will invite and grant access to that administrator.

The District will follow DOE guidelines for waivers for making up lost instructional days and time related to COVID-19. Any change to the calendar and/or workday necessitated by emergency closures will be negotiated with the Union.

Transfers, Reassignments & Reductions

It is understood that reopening schools in a way that best meets students' needs by providing parents flexibility in choosing either brick-and-mortar or virtual options may result in necessary adjustments to allocations through the earliest part of the school year. To ensure qualified staff are placed where they may be needed most, the parties agree to adhere to contract language regarding transfer or reassignment where a specific agreement has not been otherwise reached.

Administration may work with high-risk employees to reasonably adjust daily responsibilities within the job assignment to minimize risk of contact or to provide appropriate and reasonable accommodations if requested through the normal ADA Accommodations Request process.

Leave Provisions

Symptomatic and/or COVID19-positive employees will be required to stay home per CDC and DOH guidelines. Employees experiencing any combination of symptoms (or with a fever above 100 degrees) or those directed to quarantine by a medical professional will alert administration.

When remote work is not a viable option, paid and unpaid leave options are available, including use of accrued sick leave, FMLA, and/or medical leave (unpaid). Human Resources will advise staff of applicable leaves.

If instructional staff are required to take leave, it is expressly understood that the employee on leave cannot be required to complete work-related tasks while on leave.

LEAVE OPTIONS

1. Emergency Paid Sick Leave (Families First Coronavirus Relief Act - FFCRA) - employees required to quarantine or experiencing symptoms of COVID19 and seeking a medical diagnosis may be eligible for up to two (2) weeks (10 days) of paid sick leave based upon regular weekly hours and hourly rate of pay not to exceed the maximum allowed by the FFCRA.

- i. Any leave extending beyond the FFCRA's emergency paid sick leave may be covered by the employee's accrued sick leave.
2. Family Medical Leave Act (FMLA) - up to twelve (12) weeks leave with required documentation; Board continues contributing to health insurance when in an unpaid status.
3. Extended Personal Leave (HCTA CBA – 11.20) - up to one year leave; employee may choose to maintain health insurance during unpaid extended leave, but must pay both the employee's and the Board's monthly contributions.

The parties agree that no employee should be discouraged from utilizing leave time for legitimate health concerns during a community health crisis. Use of accumulated leave time or available leave options for any COVID-19 related situation shall not be grounds for discipline, lower evaluation ratings, or diminished professional references as long as medical documentation supporting the need for leave is provided. All other leaves shall be available in accordance with contract and as provided under law.

Evaluations

2019-2020 EVALUATION IMPACTS: Without finalized evaluations in 2019-2020 for instructional staff, pay for performance is suspended for 2020-21 as per DOE guidance.

A teacher seeking certification or renewal of certification will not be adversely impacted by the waiver of evaluations for 2019-2020. If a teacher wishes to apply for an extension of a temporary certificate, the most recent, completed evaluation will be used.

CONSIDERATION OF 2020-2021 EVALUATIONS: The district's evaluation committee will meet to review classroom observation protocols and recommend temporary adjustments to evaluation processes or criteria. Administrators will be trained on--and teachers will be informed of--any alterations to the process, criteria or instrument prior to the first evaluative classroom observation being conducted.

Both brick-and-mortar and digital classroom assignments will be observed by administrators following the normal walkthrough/observation process in the physical setting.

Additional Considerations

In the event extracurricular activities are canceled after the activity has started, the supplement will be canceled and the employee will receive the pro-rated portion of supplemental pay based on the amount of time the supplement was in effect. For athletic supplements, interscholastic contests/games/meets are required to justify payment of supplement per the HCTA CBA. If athletic event is canceled after competitions have started, employee will be paid the pro-rated portion of the supplemental pay based on number of games scheduled vs number of games played. However, if athletic event is canceled before competitions have started, but after the official start date as determined by the district, employee will be paid 10% of the supplemental pay. If the season never starts, as determined by the district, no supplemental pay will be earned or paid.

This MOU shall be in effect until June 30, 2021 or until schools are no longer required to adhere to rules related to COVID-19 or Public Health Emergency. Except as relates to the Families First Coronavirus Relief Act – FFCRA, as the act expires on 12-31-2020. Should the Act be extended both parties agree this MOU does not need to be amended to recognize the extension. Both parties recognize that the guidance upon which the Reopening Plan has been drafted is subject to change and agree to revisit or modify the MOU, if needed, based upon updates or changes to guidance from the Florida Department of Education, Centers for Disease Control, or state or local government mandates.

Dated this 24th of August 2020

Lisa Becker

For the Board, Chief Negotiator
Lisa Becker, Executive Director of Business Services

Risa Musser

For the Union

HCSB Salary and Benefits Proposal for the 2020-2021 School Year
Presented to the Hernando Classroom Teachers' Association bargaining unit

Recognizing the need to reward employees for their hard work despite limited resources, the School Board commits to provide HCTA instructional bargaining unit members the following salary and benefits offer.

1. Teacher Salary Increase Allocation

❖ District allocation	\$3,767,747.00
❖ 80% amount of the allocation including fringes	\$3,014,197.60
❖ 20% amount of the allocation including fringes	\$ 753,549.40
❖ Special Revenue funds for non FEFP teachers & pre-k teachers w/fringes	\$ 178,654.59
❖ General Fund funds for excess cost to provide all instructional employees a 2% increase, including fringes	\$ 486,826.11
	\$ 665,480.70
❖ Total Cost for Salary Increase	\$4,433,227.70

Method of distribution

- Full-time classroom teachers and FEFP funded prekindergarten teachers with a base salary under \$46,120.00 will move to a new base salary of \$46,120.00 using the 80% portion of the allocation. **(Total Cost \$2,444,214.26 + fringes = \$2,919,613.93)**
- All full-time instructional personnel with a current base salary between \$41,456.41 and \$45,186.54 will have received more than a 2% increase to reach the new Classroom Teacher Minimum.
- All full-time Classroom instructional personnel with a current base salary above \$45,186.54 will receive a 2% increase to their base salary using the remaining 80% portion of the allocation and the 20% portion of the allocation plus district general funds. **(Total Cost \$756,658.45 + fringes = \$903,828.52)**

From district funds and special revenue funds:

- Full-time non-classroom instructional personnel with a base salary under \$46,120.00 will move to a new base salary of \$46,120.00. **(Total Cost \$236,071.74+ fringes = \$281,987.69)**
- All full-time Non-Classroom instructional personnel with a current base salary above \$45,186.54 will receive a 2% increase to their base salary using district general funds. **(Total Cost \$124,858.07 + fringes = \$149,142.97)**
- Special revenue funds will be used to increase the base salary of non-FEFP funded pre-k teachers and all other non-FEFP funded positions – i.e. Title I, IDEA, Medicaid, etc. to \$46,120.00 or 2% adjustment. **(Special Revenue Total Cost \$149,564.33 + fringes = \$178,654.59)**

- These salary increases apply to those instructional employees hired on or before the date this agreement is ratified by the School Board.

2. Health Insurance

There will be an increase in health insurance premiums for the 2020-2021 school year. This increase will be paid by the employee beginning in January 2021.

TENTATIVE APPROVAL

Lisa Becker

For the Board, Chief Negotiator
Lisa Becker, Executive Director of Business Services

11-30-2020

Date

Susan Jackson

For the Union

11-30-2020

Date

MEMORANDUM OF UNDERSTANDING

Between
The Hernando County School Board (HCSB)
And
The Hernando Classroom Teachers' Association (HCTA)

The parties hereby enter into this Memorandum of Understanding acknowledging an agreement on a salary distribution plan for the Teacher Salary Increase Allocation as outlined in HB 641 and the General Appropriations Act.

The total allocation following the distribution of proportionate share to charter schools is \$3,767,747.00.

Eighty percent of the allocation will be used to increase the minimum base salary for full-time classroom teachers as defined in section 1012.01(2)(a), plus certified pre-kindergarten teachers funded in the Florida Education Finance Program (FEFP), but not including substitute teachers. The maximum amount achievable using eighty percent of the district's allocation establishes a new base salary of \$46,120.00 for full-time classroom teachers.

The remaining twenty percent of the allocation will be used to increase the base salary of full-time classroom teachers, plus certified pre-kindergarten teachers, funded in the FEFP, who received an increase of less than two percent from the eighty percent portion of the allocation.

All other instructional personnel, as defined in 1012.01(2)(b)-(d), will also receive an increase to their base salary from the district's general fund.

The Board will use special revenue funds to cover the cost of increasing the base salary of pre-kindergarten teachers not funded by the FEFP and other non-FEFP funded positions – i.e. Title I, IDEA, etc., according to the provisions outlined in this agreement &/or from district general funds.

These salary increases apply to those instructional employees hired on or before the date this agreement is ratified by the School Board.

❖ District allocation	\$3,767,747.00
❖ 80% amount of the allocation including fringes	\$3,014,197.60
❖ 20% amount of the allocation including fringes	\$ 753,549.40
❖ Special Revenue funds for non FEFP teachers & pre-k teachers w/fringes	\$ 178,654.59
❖ General Fund funds for excess cost to provide all instructional employees a 2% increase, including fringes	<u>\$ 486,826.11</u>
	\$ 665,480.70
❖ Total Cost for Salary Increase	<u>\$4,433,227.70</u>

Method of distribution

- Full-time classroom teachers and FEFP funded prekindergarten teachers with a base salary under \$46,120.00 will move to a new base salary of \$46,120.00 using the 80% portion of the allocation. **(Total Cost \$2,444,214.26 + fringes = \$2,919,613.93)**
- All full-time instructional personnel with a current base salary between \$41,456.41 and \$45,186.54 will have received more than a 2% increase to reach the new Classroom Teacher Minimum.
- All full-time Classroom instructional personnel with a current base salary above \$45,186.54 will receive a 2% increase to their base salary using the remaining 80% portion of the allocation and the 20% portion of the allocation plus district general funds. **(Total Cost \$756,658.45 + fringes = \$903,828.52)**

From district funds and special revenue funds:

- Full-time non-classroom instructional personnel with a base salary under \$46,120.00 will move to a new base salary of \$46,120.00. **(Total Cost \$236,071.74+ fringes = \$281,987.69)**
- All full-time Non-Classroom instructional personnel with a current base salary above \$45,186.54 will receive a 2% increase to their base salary using district general funds. **(Total Cost \$124,858.07 + fringes = \$149,142.97)**
- Special revenue funds will be used to increase the base salary of non-FEFP funded pre-k teachers and all other non-FEFP funded positions – i.e. Title I, IDEA, Medicaid, etc. to \$46,120.00 or 2% adjustment. **(Special Revenue Total Cost \$149,564.33 + fringes = \$178,654.59)**

Lisa Becker

For the Board, Chief Negotiator
Lisa Becker, Executive Director of Business Services

11-30-2020

Date

Susan Jackson

For the Union

11-30-2020

Date