

Memorandum of Understanding

Between

The Hardee County School Board

And

Hardee Education Association/United

On March 24, 2011, Governor Scott signed Senate Bill (SB) 736, effective on July 1, 2011. SB 736 amends Section 1012.22, Florida Statutes, and provides that "A district school board may not use advanced degrees in setting a salary schedule for instructional personnel or school administrators hired on or after July 1, 2011, unless the advanced degree is held in the individual's area of certification and is only a salary supplement."


SB 736 further amends Section 1012.22, Florida Statutes, and provides that "supplement means an annual addition to the base salary for the term of the negotiated supplement as long as the employee continues his or her employment for the purpose of the supplement. A supplement does not become part of the employee's continuing base salary but shall be considered compensation under s. 121.021(22)."

Thus, this Memorandum of Understanding clarifies that both parties agree to add the following supplements to the 2010-11 Salary Schedule:

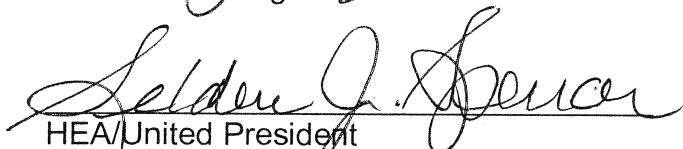
Advanced Degrees

Instructional personnel or school administrators hired on or after July 1, 2011 whose advanced degree is held in the individual's area of certification:

<u>Supplement</u>	<u>Position</u>	<u>Index</u>
\$2,000	Master's degree	.05998
\$2,250	Specialist degree	.06748
\$2,500	Doctorate degree	.07497


HCSB Chief Negotiator

8-17-11
Date


HEA/United President

8-17-11
Date

Memorandum of Understanding

Between

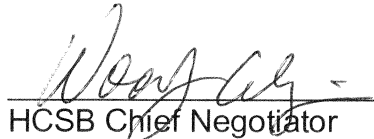
The Hardee County School Board

And

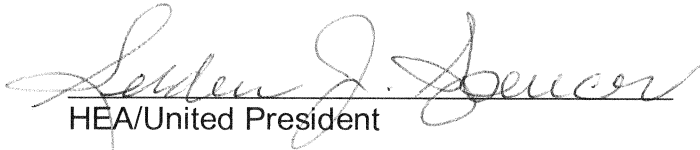
Hardee Education Association/United

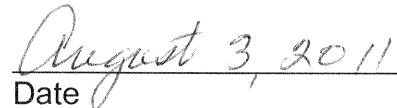
On June 27, 2011, the parties listed above signed a Memorandum of Understanding to utilize the School Improvement Grant (SIG) 1003(g) to implement strategies for recruiting, placing, and retaining staff Hardee High School. Strategies include the following: hiring bonus; provision of added value points to the Teacher Evaluation for working in a low-performing school; ability to earn bonus money for meeting student performance criteria; and the District will assist the school administrator in the recruitment process. Both parties agreed to continue to collaboratively review and update such strategies as needed.

Thus, this Memorandum of Understanding further clarifies that both parties agree to a \$2,000 bonus to Hardee High School teachers who meet specified student performance criteria. This is one of the strategies listed in the 1003(g) School Improvement Grant.


HCSB Chief Negotiator


Date


HEA/United President


Date

Expiration Date June 30, 2012

Memorandum of Understanding

Between

The Hardee County School Board

And

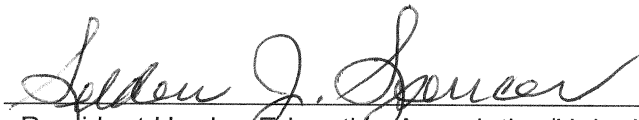
Hardee Education Association/United

This memorandum of understanding shall serve as notice that the parties listed above agree to the following supplements from the Hardee School District General Fund:


<u>Supplement</u>	<u>number</u>	<u>position</u>	<u>index</u>
\$1,904	1	Assistant Varsity Boys Soccer Coach	.0571
\$1,904	1	Assistant Varsity Girls Soccer Coach	.0571

Assistant Varsity Boys Soccer Coach - Requirements: A Valid Professional Florida Certificate or a Valid Temporary Florida Certificate or a Valid Florida Coaching Certificate. Applicant must be CPR, First Aid, AED trained as well as complete an online Concussion Class before the first day of practice. Non School Board Employees must be fingerprinted at the county office before coaching. The cost for the coach is \$84.25. Applicant should have knowledge of the game of soccer and the ability to motivate and teach our young men in a positive manner. Coaching experience preferred.


Assistant Varsity Girls Soccer Coach – Requirements: A Valid Professional Florida Certificate or a Valid Temporary Florida Certificate or a Valid Florida Coaching Certificate. Applicant must be CPR, First Aid, AED trained as well as complete an online Concussion Class before the first day of practice. Non School Board Employees must be fingerprinted at the county office before coaching. The cost for the coach is \$84.25. Applicant should have knowledge of the game of soccer and the ability to motivate and teach our young women in a positive manner. Coaching experience preferred.



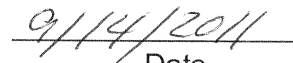
President Hardee Education Association/United



Date



Chief Negotiator Hardee District School Board



Date

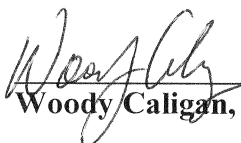
MEMORANDUM OF UNDERSTANDING

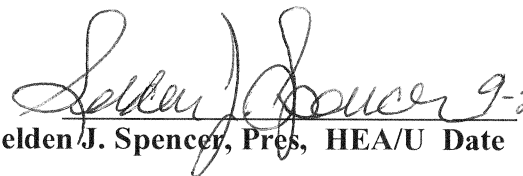
The Hardee Education Association/United and the School Board of Hardee County have been actively engaged in collective bargaining negotiations and/or teacher evaluation system development consistent with the precepts contained in SB 736 and the Race to the Top grant in order to revise the teacher evaluation system for the 2011-2012 school year. During the 2011-2012 school year negotiators for Hardee Education Association/United and the Hardee District School Board have met eight times and continue our efforts on a set date throughout the year if necessary to address the challenges before us. It remains our intent to continue good faith negotiations in accordance with Chapter 447. We will continue to work diligently to design a new teacher evaluation system that combines the Race to the Top requirements with those required in the recently amended section of 1012.34, Florida Statutes and Rules 6B-4.010 and 6A.5.065, F.A.C.

It is the intent of the School Board to take action on the Instructional Appraisal Systems Guidelines prior to finalizing negotiations on the new teacher evaluation system. The checklist and the activities of negotiations included with this letter will chronicle what we have accomplished, the process that we are using, the challenges that we now or will soon confront and the work yet to be developed and negotiated. It is our intent that this document will assist DOE in ensuring that we have met the requirements in each area for the RTTT grant and SB736, while also satisfying requirements for State Board Rule.

Through the district's and Union's ongoing collaborative bargaining process, there will be ongoing negotiations and refinement in the areas of selection of student assessments and growth measures and their applications, evaluation of the overall appraisal system including training and inter-rater reliability, and use of the Teacher Performance Appraisal System forms including the Instructional Practice Score Calculation, collection of evidence, and observation forms/implementation.

It is the intent of bargaining parties to fully address and comply with the above referenced statutes and rules of the Race to the Top grant while maintaining a focus on the needs of the district and the instructional staff with regard to time, capacity, flexibility, and fairness. For this reason, the parties agree to maintain ongoing, regular meetings to address any substantive revisions required following the DOE review and to monitor the ongoing implementation of the new system. In the event these continued negotiations result in changes to the evaluation system and associated Guidelines document, those changes will come before the School Board of Hardee County at some later date for subsequent review and action.

 9/29/2011
Woody Caligan, Chief Negotiator Date

 9-29-11
Selden J. Spencer, Pres, HEA/U Date

Memorandum of Understanding

Between

The Hardee County School Board

And

Hardee Education Association/United

This memorandum of understanding shall serve as notice that the parties listed above agree to the following supplements in the 1003g School Improvement Grant (**year 2**):

RtI Coordinator - Requirements: Applicant must be a current employee of HHS and have knowledge of RtI process. The RtI coordinator will facilitate all RtI meetings (3-4 times per month) and oversee all RtI initiatives which include oversight of an \$5,000 student incentive budget written into the 1003G grant. The RtI coordinator is responsible for ensuring that appropriate data (attendance, discipline, and credit data) are pulled and compiled for RtI team meetings. The RtI coordinator will work closely with the MIS department to communicate the needs of the RtI team as those needs relate to current data systems and the initiatives that the RtI undertakes. The RtI coordinator will be the lead person for PBS training and developing PBS initiatives this school year to be instituted in full next school year. \$2500 Supplement.


Student Ambassador Sponsor - Applicant must be a current employee of HHS. The student ambassador sponsor will create and organize the student ambassador program, match student mentors with 9th grade mentees, and monitor the progress of the mentor activities. The student ambassador sponsor will provide oversight for the \$1500 budget for the student ambassador program costs and mentor/mentee incentives. \$1500 supplement.


Parent/Community Liaison - Applicant must be a current employee of HHS and possess a high level of technology skills, written communication skills, and interpersonal skills. The Parent/Community Liaison will maintain the school website, write/edit articles for the local newspaper which spotlight HHS student achievements and successful programs. They will actively seek venues such as local service organizations to share information, achievements, and updates about HHS. They will spearhead parent involvement activities/events determined by the school leadership team. \$2500 supplement.

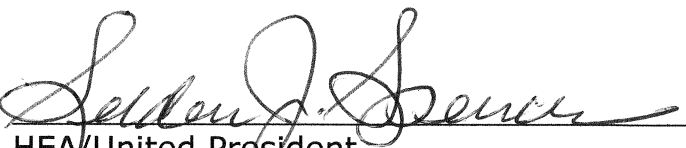
Ministerial Association Liaison - Applicant must be a current employee of HHS and possess a high level of written communication and interpersonal skills. The overall role of the Ministerial Association Liaison will be to improve communication and collaboration between HHS and local faith based organizations. As the high school initiates incentive programs, parent events, student events, etc. - the role of the ministerial association liaison will be to communicate that information with local faith based organizations so that they may in turn share the information with their members. With the implementation of a ministerial association liaison, stronger communication between local faith based organizations and HHS can be established to provide a channel for information sharing with families that would otherwise remain uninformed about school activities. \$1,000 supplement.

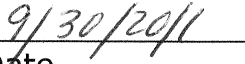
HHS Teacher Mentors (up to 20)- Requirements: Must be a current HHS employee who taught at HHS in the previous school year and is familiar with HHS teacher policies and procedures. Teacher mentors will be required to review topics outlined on a checklist as those topics become relevant throughout the year. The teacher mentor will serve as additional support to teachers new to Hardee High School in an effort to assist with teacher retention. \$300 supplement will be paid upon completion of mentoring documentation at the end of the school year.

Science Club Sponsors (2) - Applicant must be a current employee of HHS and hold a temporary or professional certificate in a high school science. The overall role of the Science Club sponsors will be to work with students in grades 9-12 who have a strong interest in science. The sponsors of the science club will promote and support student participation in Science Fair. \$1,000 supplement


HCSB Chief Negotiator


Date


HEA/United President


Date

TA. Udaya G. 11-2-11

Seldar J. Sanchez Pres.

Master
Contracts
Printed
Copies

In reference to Master Contracts:

HEA/U proposes updated, printed copies be made available in a mutually agreed upon format, in the amounts of 30 Master Teacher Contracts and 20 Master School Related Personnel Contract

Admin Counter Proposal 1 : We agree to make the copies of the contract asked for and include this language in the contract Section 3 AGREEMENT

- A. The School Board agrees to print copies of the contract and to provide all current employees, and employees hired in subsequent years covered by this Agreement a(n) online copy plus furnish the Union with ~~sixty (60) copies~~ 30 Master Teacher Contracts and 20 Master School Related Personnel Contracts. The agreed upon contract will be submitted for printing within ten (10) days of ratification. The contracts shall be delivered to the Union within ninety ~~(90)~~ calendar days of ratification.

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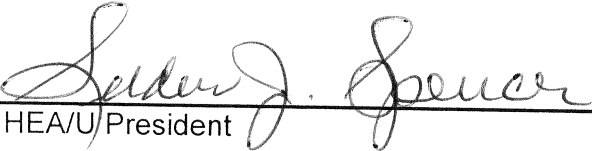
10 days after ratification SP
cur

Article 20 – Summer School Participants


Section 4 EMPLOYMENT

The following criteria ~~may~~ shall be ~~used~~^{considered} in selection of summer school employees:

1. A documented record of consistently raising student academic achievement
2. Certification in subject area or grade level
3. Total teaching experience in the subject area or grade level in Hardee County
4. Continuous years of teaching experience in Hardee County


HEA/U President

11-28-2011
Date

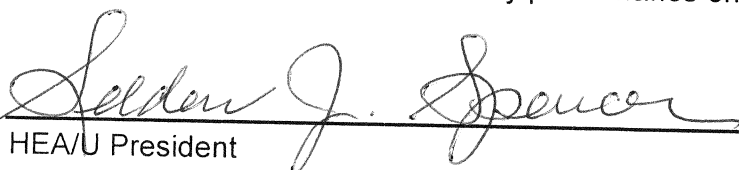

Hardee District School Board Chief Negotiator

11/28/2011
Date

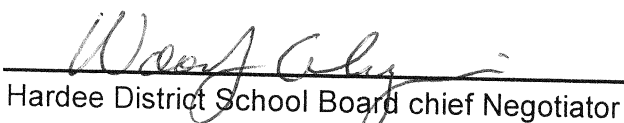
Article 9 – Employee Rights

Section 4 CONTRACT ISSUANCE

- A. All ~~annual contracts or appropriate contracts of employment~~ shall be issued no later than the first day of November each year to teachers holding valid Florida teaching certificates, provided that the supportive data is on file or provided that the teacher can furnish evidence that the supportive data has been requested.
- B. Beginning July 1, 201¹¹~~12~~, all newly hired teachers shall be granted a ~~probationary~~ contract consistent with applicable state statute.
- C. Probationary contract employees will be eligible for an Annual Contract after one year of satisfactory performance.
- D. ~~Annual contract employees will be granted a Professional Service a Performance Based Contract after three (3) years of satisfactory performance. Consistent with applicable statutes, annual contract status may be extended to a fourth (4th) year.~~
- E. Employees hired after October 14 shall be issued the appropriate contract no later than the fifteenth (15) day of employment following Board action provided that supportive data is on file or provided that the teachers can furnish evidence that supportive data has been requested.
- F. Application for changes in rank shall be submitted by September 1. If appropriate data is received before December 1, any additional compensation shall be given retroactively.
- G. If a change in rank occurs following September 1, the employee must submit the change in rank and the appropriate data within thirty (30) days. Prorated compensation, effective from the date of change of rank, will be distributed in the regular payroll over the remainder of the school year.
- H. All teachers who are re-employed in the district after having previously received a non-probationary contract within the state shall be granted a ~~Professional Service~~ Performance Based Contract after one year of satisfactory performance on annual contract.


HEA/U President

11-28-11
Date

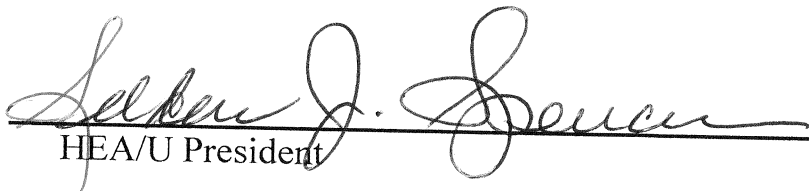

Hardee District School Board chief Negotiator

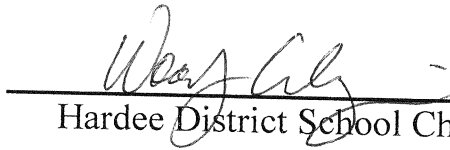
November 28, 2011
Date

Article 14 – Vacancies/Transfers/Promotions

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

D. The five working day posting period of vacancies, shall not begin until the posting is e-mailed to all employees with district e-mail and posted on the Hardee County School Board web-site. All postings will include the position, the worksite, and the posting dates. Additional information may be included.


HEA/U President
11-30-11
Date


Hardee District School Chief Negotiator
11-30-11
Date

School Board Counter Proposal Number 2

ARTICLE 21 - PAID/UNPAID LEAVES

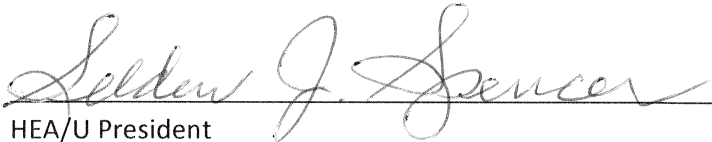
Section 2 SICK LEAVE FOR USE BY FAMILY MEMBER DONATION

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

B. For the 2011-2012 school year a district employee may authorize any other district employee to use sick leave that has accrued to the authorizing employee. The district school employee may donate no more than 2 days to recipient per school year. The recipient may not accrue more than 6 days in one school year and may not use the donated sick leave until all of his/her sick leave has been depleted. excluding sick leave from the negotiated Sick Leave Bank (Appendix A), if the recipient participates in the Sick Leave Bank.

~~B. C.~~ C. Employees shall submit a written request for a specific number of hours. Thereafter, additional requests may be submitted based on hours needed. The donating party must sign his/her approval on all requests. Unused sick leave shall be returned to the donating party.

~~C. D.~~ D. Donated sick leave shall have no terminal pay value.


HEA/U President 12/1/11
Date


Hardee District School Board Chief Negotiator 12/1/2011
Date

Hardee County School Board Contract Language Proposal Number Three

This effective date begins July 1, 2012

MASTER SCHOOL RELATED PERSONNEL CONTRACT

between the HARDEE EDUCATION ASSOCIATION/UNITED

and the HARDEE COUNTY SCHOOL BOARD

Article 9

Section 4 PROBATIONARY PERIOD

- A. This section shall be applied to school related personnel hired on or after July 1, 2012
- B. All new employees shall serve a probationary period of ~~sixty (60) days~~ fifty percent of their initial contract year during which employees may be terminated with or without just cause.
- C. Probationary employees who are recommended for termination will not have rights of appeal nor may they require any written explanation.
- D. At the completion of the probationary period, an evaluation of the employee will be made by the Principal/Site Supervisor. After a satisfactory evaluation, the employee shall be placed on an annual contract for the remainder of that school year.
- E. Annual contract employees will be granted continuing employment status after one (1) additional year of satisfactory performance.
- F. No School Related Personnel may be dismissed, except by action of the School Board.
- G. If an employee volunteers to transfer to a different job classification, he/she shall serve a sixty (60) day probationary period. In the case of non-suitability, every effort will be made to return him/her to his/her prior job classification with no loss of contract status.
- H. Those employees subject to a reduction in force due to budgetary restrictions shall be afforded rights in accordance with Article 15, Reduction in Force/Recall.
- I. Recalled employees shall not be required to fulfill probationary period requirements more than once in a twenty-four (24) month period.

TA

Lester J. Spencer 12/1/11
George W. Caligan 12/1/2011

HARDEE COUNTY SCHOOL BOARD
2011-12 SALARY SCHEDULE

SUBSTITUTE TEACHERS

NON-CONTRACT, AS NEEDED, AT-WILL EMPLOYMENT

(District Certification Required)

Rank III, Bachelors Degree or higher from an accredited institution.

~~\$71.25 per day or \$9.50 per hour~~ \$73.50 per day or \$9.80 per hour

Associate Degree (2 year) in a planned program from an accredited institution.

~~\$63.75 per day or \$8.50 per hour~~ \$66.00 per day or \$8.80 per hour

High School Diploma from an accredited institution

~~\$56.25 per day or \$7.50 per hour~~ \$58.50 per day or \$7.80 per hour

SHORT-TERM CONTRACT

A substitute teacher may be granted a short-term contract by the Hardee County School Board upon recommendation of the Superintendent, under certain conditions:

1. The substitute is assigned all of the duties and responsibilities associated with a specific teaching position, for a minimum of 30 consecutive working days.
2. The substitute must hold at least a bachelor's degree. A valid teaching certificate is preferred.
3. The substitute will be paid \$16 per hour or \$120 per day.
4. The substitute is not eligible for health insurance. After six months in the same position, the substitute teacher on short-term contract is eligible for retirement benefits.

TA *Wong Alyce* January 13, 2012 Board Reg'd.
TA *Selden J. Spencer* 1-13-12 Presided AEA/12

HARDEE COUNTY SCHOOL BOARD 2011-12 SALARY SCHEDULE

*TEMPORARY and PART-TIME EMPLOYEES-AT WILL EMPLOYEES

ADULT/COMMUNITY EDUCATION PROGRAM

Part-time Certified Teachers	Rank III	\$13.66 per hour
	Rank II	\$14.70 per hour

Part-time Non-certified Teachers \$12.60 per hour

Part-Time Adult Education Tutors minimum wage

Computer Lab Manager \$ 7.88 per hour

Pool Supervisor \$ 8.36 per hour

Lifeguards ~~*~~ minimum wage ~~\$ 7.50 per hour~~

.....
Part-Time: Secretarial, Clerical, Tutors Minimum wage per hour
or as specified in contract

Substitutes: Food Service, Secretarial, Clerical, Tutors Minimum wage per hour
or as specified in contract

Summer Maintenance Workers Minimum wage per hour
or as specified in contract

Temporary Painters Minimum wage per hour or
as specified in contract

Work Study Students Minimum wage per hour
or as specified in contract

On-the-Job-Training Students Minimum wage per hour
or as specified in contract

Behind-the-Wheel Bus Driver Trainee ~~*~~ minimum wage ~~\$ 7.36 per hour~~

Building Code Official ~~\$25.00 per hour~~

Part-time employees are defined as persons who work 20 hours or less per week and/or are assigned to a temporary position and may or may not be on a regular basis.

Temporary employees are defined as persons who work less than 30 days in the same position.

Temporary and Part-time employees receive no insurance, holiday, or leave (sick or annual) leave benefits.

TH W. J. C. Jr. January 13, 2012 Board Negotiator
TH Selden J. Spencer, 1-13-12 President HCA/LL
salary schedule language 11-12

Hardee County School Board Negotiations

January 13, 2012

February 6, 2012

Salary (Both Contracts) ~~Ninth~~ Eleventh Proposal

Hardee County School Board proposes the awarding of **step increase** as specified in the 10-11 Board adopted salary schedule for fiscal year 2011-2012.

Hardee County School Board proposes a one-time **\$1500.00 bonus** will be given to eligible full-time employees who are expected to work at least half of their scheduled work days plus one day in fiscal year 2011-2012.

Hardee County School Board proposes an additional one-time **\$500.00** bonus to be given to eligible full-time employees currently on step 17 through 23 and 25 or higher who are expected to work at least half of their scheduled work days plus one day in fiscal year 2011-2012.

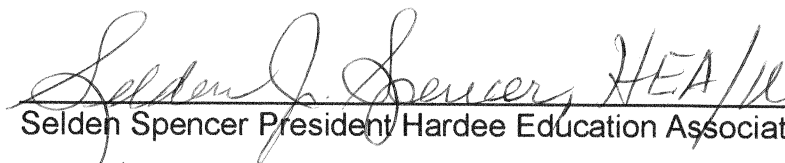
Hardee County School Board proposes reimbursing employees on Health Insurance **Flex Plan B up to \$1200.00.**

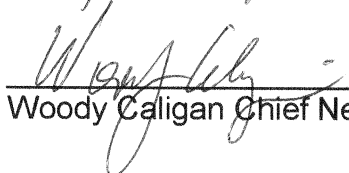
* Bonus in a
Separate Check

* Steps retroactive

* FRB 3% will
be impact
bargained

pending
outcome of
the court case


Selden J. Spencer President Hardee Education Association/ United


Woody Caligan Chief Negotiator Hardee District School Board