

OFFICIAL

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE SCHOOL BOARD OF SUMTER COUNTY

AND

THE SUMTER COUNTY EDUCATION ASSOCIATION

EFFECTIVE

UPON

RATIFICATION

July 1, 2022 – June 30, 2025

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1.0 PREAMBLE

1.01 This Agreement, entered into this 1st day of July, 2010, by and between the School Board of Sumter County, Florida, hereinafter called the "Board", and the Sumter County Education Association an affiliate of the Florida Education Association, the National Education Association (NEA), the American Federation of Teachers (AFT) and the AFL-CIO, hereinafter called the "Association".

2.00 WITNESSETH

2.01 WHEREAS, the Board and the Association have agreed to meet at reasonable times, to negotiate in good faith in the determination of wages and hours, and terms and conditions of employment and to negotiate a procedure to determine and resolve grievances and to execute such Agreements to a written contract and,

2.02 WHEREAS, the members of the teaching profession are qualified to assist in recommending policies and programs designed to improve educational standards for recommendation to the Superintendent and the Board.

2.03 WHEREAS, the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to confirm in the Agreement.

2.04 THEREFORE, it is hereby agreed as follows:

3.00 RECOGNITION

3.01 The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board, through the Chief Executive Officer or his designees. The Association agrees that neither it, nor its members or agents will attempt to represent in any negotiations or grievances, in the interests of anyone other than the members of the bargaining unit, as defined by the Public Employees Relations Commission. The Board hereby recognizes the Association as the exclusive bargaining representative for all members of the bargaining unit as ordered by the Public Employees Relations Commission for the Sumter County School District. The term "teacher" when used hereinafter in this Agreement shall refer to all members of the bargaining unit.

4.00 NEGOTIATION PROCEDURES

- 4.01** The Board and the Association agree that both parties were afforded full opportunities to negotiate all wages, hours, terms and conditions of employment.
- 4.02** The Board agrees to provide secretarial help in preparation of the final Agreement.
- 4.03** The cost of mediation shall be borne equally.
- 4.04** The cost of any Special Master proceeding shall be borne equally.
- 4.05** Mediation will be a mandatory step for the Impasse process.
(Bd. Appd. 10/15/02)
- 4.06** The bargaining teams will utilize the Collaborative Model of bargaining.
(Bd. Appd. 10/15/02)

5.00 BOARD RIGHTS

- 5.01** It is expressly understood and agreed between the Association and the Board that the right to direct employees of the Board, to hire, promote, discharge or take other disciplinary action against employees shall be solely and exclusively within the responsibility of the Board subject to provisions of State Regulations, the Laws of Florida, and the provisions of this Agreement.
- 5.02** It is expressly understood and agreed between the Association and the Board that the right to relieve from duty because of lack of work or for the other legitimate reasons, to maintain the efficiency of the Board's operations, to determine the methods, means and personnel by which the Board's operations are to be conducted and to take whatever action may be necessary to carry out the mission of the Board in situations of emergency shall be solely and exclusively within the responsibility of the Board, subject to the provisions of State Regulations, Law of Florida, and the provisions of this agreement.
- 5.03** It is expressly understood by and between the Association and the Board that no provisions of this Agreement shall be construed so as to abridge the authority and the power of the Board as established by Constitutional Provisions, Statute or State Board of Education Rules in existence at the time this Agreement is executed and that Board shall be relieved of performance or compliance with any term or condition hereof if such compliance with it is in conflict with any constitutional

provisions, statute, or State Board of Education Regulation adopted, enacted or having an effective date subsequent to commencement of the term of this Agreement, provided, however, that none of the terms of this contract shall be deemed a waiver by the Association or individual employee of any right otherwise secured by Law.

5.04 It is expressly understood and agreed that this Agreement constitutes the entire Agreement between the parties with respect of wages, rate of pay, hours of employment and other conditions of employment for the affected employees and that the determination of any question with respect to wages, rates of pay or hours of employment not expressly determined by this Agreement shall be deemed to be within the sole authority of the Board as the managing agent for the public schools subject to the provisions of State Regulations, the Laws of Florida and the United States.

6.00 ASSOCIATION AND TEACHER RIGHTS

6.01 The Association shall have the right to post notices of activities and concerns on appropriate and specifically assigned bulletin boards in each worksite. The location of the bulletin board shall be mutually agreeable to the Association and the Principal/Worksite Administrator. Such notices shall be signed by an Officer of the Association or the Association Representative at the worksite. Copy of any such notices shall be reviewed by the Principal/Worksite Administrator prior to posting. (Bd. Appd. 5-18-10)

6.02 The Board shall deduct from the pay of each employee all current membership dues of the Sumter County Education Association provided that at the time of such deduction there is in the possession of the employer a written authorization for dues deduction, executed by the employee. (See Appendix "B"). Authorization forms shall be furnished by the Association and approved by the Board or its designee. (Bd. Appd. 4/18/13)

- A.** Any teacher may authorize dues deduction by presenting a signed authorization form to the employer.
- B.** Any employee hired after the start of the school term may authorize dues deductions by presenting a signed authorization form to the employer. The prorated annual membership dues will be deducted from the remaining paychecks. (Bd. Appd. 4.18/13)

- C.** Authorization for dues deduction is revocable upon request by the employee to the employer. A copy of the written request shall be forwarded to the Association President by the Finance Department within five (5) days after receipt of the request. The revocable authorization for dues deductions shall be effective thirty (30) calendar days from receipt of written request.
 - D.** All dues deduction by the employer shall be remitted to the treasurer or its designee of the Association in twelve (12) installments, one (1) week following the last working day of the payroll period. (Bd. Appd. 5-18-10)
 - E.** The employee Association shall indemnify and save harmless the Board from any claims or demands, suits and costs incurred in connection with any such claims, demands, suits resulting from any action taken or omitted by the employer for the purpose of complying with the provisions of this section.
 - F.** The employer is expressly prohibited from any involvement in the collection of fines or penalties.
 - G.** No charge shall be made for dues deduction. Transmittal costs, as provided for in 6.02 D., shall be borne by the Association.
- 6.03** Upon written authorization, the Board shall deduct from the salary of the teacher and make appropriate remittance of all present programs approved by the Board and the Association Request for deduction to be terminated shall be submitted to the Board thirty (30) days in advance of the termination date.
- 6.04** Duly authorized representatives of the Association shall be permitted to transact official Association business on school property during the school

day, provided that it does not interfere with, interrupt or affect normal school operations or assigned duties. It is the responsibility of the above mentioned Association Representative to contact the school principal before conferring with any employee. Association views on matters relative to administrative-employee or Board-Association relationships shall not be expressed in the presence of students. (Bd. Appd. 5-18-10)

- 6.05** The Association Representative shall be given an opportunity to present brief reports and announcements at the close of each faculty meeting. The Association Representative may call a special meeting for the conduct of Association business with prior approval of the Principal. Association meetings may be held during the work day, but not during student contact time. (Bd. Appd. 5-18-10)
- 6.06** Association members may leave from school to attend Association meetings as soon as students are discharged when the Association President has secured approval from the Superintendent.
- 6.07** A teacher may leave school during non-student contact time provided a need exists and the principal gives his/her permission.
- 6.08** All policies adopted by the Board shall be posted on the district website within thirty (30) days of their adoption. (Bd. Appd. 5-18-10)
- 6.09** Copies of the tentative Agreement, titled "Tentative Agreement between the Sumter County Education Association and the School Board of Sumter County", shall be printed at the expense of the Board within fifteen (15) days after tentative agreement is reached by the parties and shall be presented to all teachers now employed and to all teachers when employed during the term of this Agreement. The Association shall be furnished five (5) copies of said printed Agreement for its use after

ratification by both parties and after proper signatures of both parties have been affixed.

- 6.10** The Association shall have the right to use the courier, school mail, and e-mail system to distribute information and notices of meetings. Should charges be levied by the U.S. Postal Service for courier use, the Association shall be responsible for charges incurred and the Board held harmless. (Bd. Appd. 5-18-10)
- 6.11** All teachers shall have the right to representation of their choice present at any meeting, the outcome of which may place the person's continued employment at risk, provided only union members are entitled to union representation. A reasonable timeline for such a meeting must be established. The rights of the teacher granted under law shall not be abridged subject to this section. (Bd. Appd. 5-18-10) No employee shall be disciplined without just cause. (Bd. Appd. 11-5-19)
- 6.12** Teachers may identify a small private area for personal use within the confines of their classroom; upon request, a lockable area will be provided. This area is not subject to routine investigation by the supervisor but may be opened by the Superintendent or his designee for reasonable suspicion. (Bd. Appd. 5-18-10)
- 6.13** Leave for lobbying and association business shall be determined by collaboration with the Superintendent and Association President.

7.00 WORKING CONDITIONS

- 7.01** The Board agrees to provide each teacher with materials and supplies in such quantities to assure a satisfactory instructional program at a level to be determined by the Board. Work products created while on duty and/or with materials or equipment, including computer software, shall become joint property of the School Board and the person creating them. Any profits resulting from such work products shall be shared equally. The Board shall provide space for teachers to instruct students, and provide a desk and chair for each teacher's use. Such space may be provided with chalkboard area, a teacher desk or lectern and storage space for materials and supplies. When a private conference is desired between the teacher and parents and/or students, the principal will see that adequate space is provided.
- 7.02** All teachers shall receive a duty free lunch during the time that student's lunches are served. Specific exclusions are the first five (5) student contact days of school and the last five (5) student contact days, any circumstances included in the District's critical incident response manual and West Street School. In the event that a teacher is prevented from receiving a duty free lunch at the request of the principal or approved designee, a record will be kept in the school office and the teacher will receive compensatory time.
(Ratified 6/27/02)
- 7.03** The teacher's normal work week shall be no more than thirty-eight (38) hours exclusive of duty free breaks and teachers shall report for their duty hours as assigned by the principal. Duty assignments beyond the normal work week for which no compensation is paid or compensatory time given should be voluntary. Should no teacher volunteer,

assignments of extra duty shall be made by the principal that are reasonable, non-discriminatory and, when possible, related to the teacher's teaching assignment, area of certification, or area of special interest. Teachers who perform assignments with or without compensation in conjunction with or in addition to those of the regular student day may be released by the principal to report for the duty immediately after students are released when such duty may extend beyond the normal duty day. Extra duty at athletic events such as ticket taking or other assigned responsibilities shall be on a voluntary basis. It is agreed that the parties will educate members that the administrator must approve compensatory time. (Bd. Appd. 10/15/02)

7.04 Employees may use the school telephone or personal cell phones to receive and make calls of a personal nature provided it does not interrupt instructional programs or interrupt the normal business operations of the school; a private place will be provided for making such calls. Principals may make arrangements for emergency use of telephone at any time it is deemed necessary. Long distance calls may not be charged to the school phone. (Bd. Appd. 5-18-10)

7.05 All teachers shall attend meetings called by the Administration as a part of their duty assignment unless otherwise excused by the Administration, provided compensatory time is given for any assignment beyond the teacher's workday.

7.06 When school is not in session, employees may obtain access to their classrooms, workrooms, and other facilities as needed through the school principal during normal duty hours.

- 7.07** Observation of a teacher's class by persons other than school administrative/supervisory personnel shall be allowed only after consent has been granted by the building principal and the teacher has been advised. Advance notice shall be given when possible.
- 7.08** Classrooms in which classes are being held shall be free of unnecessary or other disturbance. Necessary interruptions shall be made at the first five (5) minutes of a period, except in cases of emergency.
- 7.09** Teachers shall be involved in the planning of new schools or facilities or remodeling. Committees for such purposes shall be selected by the Superintendent or the Board. Teachers shall be represented on said committees; the SCEA president shall appoint one member from the affected site to the committee.
- 7.10** Teachers shall report unsafe or hazardous conditions which endanger the health, safety or well-being of their students or themselves on forms provided by the administration. Copies shall be sent to the Superintendent, Board Chairman, and Association President.
- 7.11** The Board shall determine the level of custodial services necessary to maintain classroom and other instructional areas in a satisfactory condition. Teachers shall assist in the school's effort to promote school and classroom cleanliness.
- 7.12** The supervising administrator at each worksite shall designate an area for teacher parking. This area shall be relatively free from hazards. (Bd. Appd. 5-18-10)
- 7.13** The Principal shall determine when a substitute teacher shall be employed for absent teachers. Substitute teachers with full certification in a subject area and/or grade level, when possible, and desirable, shall be given

priority for assignment, when a substitute is required. If a teacher must be reassigned from planning time to cover another absent teacher's class, a rotation system within that same planning time will occur each time a teacher is absent that period and planning teachers are used to cover classes. (Bd. Appd. 5-18-10)

- 7.14** All teachers shall be entitled to at least five (5) hours per week, during the teacher work week, for the purpose of planning. Of the 300 minutes of weekly planning time provided teachers, elementary teachers will receive at least 180 minutes of individual planning time with no less than a 30 minute segment counting toward weekly individual planning time. Exception will be made for the first and last week of school, state and district testing dates, and emergencies. (Bd. Appd. 5-1-07)
- 7.15** Early dismissal will be given teachers and students on the day before Christmas vacation and the last day for students. Teachers will be released after the normal closing of school activities have been observed.
- 7.16** During preplanning days in a 197 day contract schedule, teachers will have two uninterrupted half days and an additional uninterrupted two hours (two one-hour blocks or one two-hour block) to work in their classrooms. (Bd. Appd. 12-18-07)

8.00 TEACHER'S AUTHORITY AND PROTECTION

8.01 School authorities shall attempt to correct student behavior through counseling, interviews and conferences, which, when warranted, shall be extended to include the child's parents. Suspension from class or from school shall be imposed by the school principal for serious or persistent infractions of school rules, in accordance to the Sumter County Schools Code of Student Conduct.

8.02 Individual discipline records shall be maintained on students as an aid for determining disciplinary recommendations by the school administration. Such records may be available to teachers as needed.

8.03 (Removed 4/18/13)

8.04 No action against a teacher shall be taken on the basis of a complaint by a parent or student or other individual, nor any notice thereof shall be included in the teacher's personnel file unless the matter is first reported to the teacher in writing.

8.05 Legal services will be provided for employees in accordance to Florida Statute 1012.26.

8.06 Assault and Battery on a Teacher (Bd. Appd. 5-18-10)

A. Student Assault and Battery

Should a student assault a teacher, the teacher shall immediately report the incident to the school principal. The principal should take such steps to see that the teacher's injuries, if any, are properly cared for. The principal shall take such steps as may be necessary to see that appropriate discipline is administered according to procedures established by the School Board. The principal shall on behalf of the teacher, file charges with the State Attorney's Office as expeditiously as possible after

the principal's determination of the assault. Copies of the report of the assault will be forwarded to the Superintendent, Association President, the teacher involved, and the School Board Chairman.

B. Assault and Battery by a Person Not Subject to the Discipline of the School

Should a teacher be assaulted by a person not subject to the discipline of the school while on school property or away from school property on official school business, the incident shall be reported immediately to the school principal or Superintendent. The school principal or Superintendent shall see that any injuries received are properly cared for. The principal shall, on behalf of the teacher, file charges with the State Attorney's Office as expeditiously as possible after the principal's determination of the assault. Copies of the report of the assault will be forwarded to the Superintendent, Association President, and the teacher involved, and the School Board Chairman.

8.07 A teacher may remove disobedient, violent, abusive, uncontrollable or disruptive students from class subject to the provisions of F.S. 1003.32.

(Bd. Appd. 11-5-19)

9.00 GENERAL EMPLOYMENT PRACTICES

- 9.01** Marital status, race, creed, color, sex, age, national origin or genetic information shall not be a condition of employment.
- 9.02** New teachers employed should be certified in the grade level and/or subject area to be assigned, unless certified personnel are not available or suitable.
- 9.03** All employees shall, at their own expense, provide evidence of meeting all educational, physical and mental health requirements called for by State Law, School Board Regulations and School Policies previous to their employment. If the Board desires further evidence concerning the physical and/or mental health of an individual employee, it may, at its own discretion, call for additional physical and/or mental examination, at the Board's expense, of the employee by a licensed physician of the Board's choosing.
- 9.04** Salaries for bargaining unit employees shall be paid in accordance with the relevant salary schedule. (Appd. 4/18/13)
- 9.05** Teachers employed beyond the 196 contract shall receive compensation for the additional time worked according to the relevant salary.
(Appd. 4/18/13)
- 9.06** Assignments for any summer school, evening school, or other programs of the school district beyond the normal school day or year, should be made by the Superintendent with preference to certified school district personnel within the scope of their major or minor fields of study and their areas of greatest competency.
- 9.07** (Removed 4/18/13)

9.08 Any teacher employed to fill a partial year vacancy (more than sixty (60) days) shall be certified and shall be assigned to a position within the scope of his/her major or minor field of study when possible, unless certified personnel are not available or suitable.

(Bd Apprvd 5//5/09)

9.09 In order to act in accordance with federal Drug Free Workplace requirements, as well as the Drug Free Workplace requirements under Florida's Workers' Compensation statute, all employees will comply with the provisions of Sumter County School Board Policy 3124 Drug Free Workplace.

(Bd Apprvd 11/4/19)

9.10 In compliance with the district's safety and security initiative, all employees will be issued badges and are expected to wear them so that they are clearly visible.

10.00 EMERGENCY CLOSING OF SCHOOLS

10.01 All of the schools in the system will be open on all regularly scheduled days unless closed by the Superintendent because of an emergency. The work day shall be rescheduled, unless waived by the Commissioner of Education.

- A.** When an emergency confronts the schools, notification of the closing of schools shall be released for broadcast over local radio and television stations as soon as possible.
- B.** When the schools are officially closed by the Superintendent, the work day shall be rescheduled. In the event leave days have been previously arranged which fall on a day when schools are closed by the Superintendent because of an emergency, such leave shall not be deducted for that day.

11.00 TEACHER CALENDAR

(Bd. Appd. 5-18-10)

11.01 The teacher calendar shall be established by the School Board not later than May 15, for the following school year. The Sumter County Education Association shall assist in the development of the calendar to be recommended to the Board for adoption. The construction of the calendar during the time set forth in 25.03, D and any negotiated calendar changes shall be amended into the official calendar upon ratification by both parties.

(Bd. Appd. 10/15/02)

11.02 One of the January Inservice/Workdays will be designated as an uninterrupted Workday.

(Bd. Appd. 11-6-18)

11.03 Days over 196 added to the work year will be added for the purpose of training if the day/s can be funded for Staff Development.

12.00 PAID LEAVE

Sick Leave

A. Instructional personnel are granted sick leave as provided in Florida Statute 1012.61 as amended. Application shall be made in the manner provided by the Board if possible, before the beginning of the workday on which the employee must be absent except for emergency reasons recognized by the district school board as valid. Effective July 1, 2016 any and all sick leave must be entered online on Skyward or any subsequent district management system within three working days of the employee's return to work; otherwise, the absence will be unpaid.

(Appd. 4/25/16)

B. Any teacher may authorize his or her 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 donated sick leave until all of his or her sick leave has been depleted, excluding leaves from the sick leave bank if the recipient participates in the sick leave bank. Donated sick leave shall have no terminal value.

(Bd. Appd. 11/2/04)

C. Donation and Voluntary Transfer of Sick Leave

A district employee may also authorize an employee who is **not** a family member to use sick leave that has accrued to the authorizing employee.

1. Each such authorization shall be on a form provided by the Superintendent or designee, and shall indicate the authorizing employee, recipient, and number of days authorized for use. This provision shall not apply to paid leave available in accordance with any sick leave pool established by collective bargaining agreement, nor to any other form of leave.
2. The recipient must have exhausted all of his or her accumulated sick leave and Sick Leave Bank days

Bd. Appd. 10-15-13

awarded, if any, to be eligible to use sick leave accrued by the donor.

3. Normal pregnancy, illness or injury covered by Workers' Compensation, chemical dependency and alcoholism are not eligible conditions for which days may be donated.
4. Employees who have received less than an "Effective" rating on attendance and punctuality in the current or previous three evaluations may not be eligible to receive a donation of sick leave days.
5. The recipient shall provide documentation, by the treating physician, of the said recipient's illness, accident, or injury for which the leave is authorized. The physician's statement must also specify the number of days before the leave recipient would be expected to return to duty. In order to participate in this program, the recipient must need a minimum of fifteen (15) days. The maximum number of days that may be received under this program shall not exceed sixty (60) days per contract year.
6. Donated sick leave will be used in the order in which it was donated. Any donated sick leave that remains unused after the recipient either returns to duty or is terminated from employment will be returned to the donor(s) from whom it came.
7. An authorizing employee under this paragraph shall retain at least ten (10) days of sick leave when donating sick leave to another employee.
8. Donations must be made in full donor workday increments. Said donations will be converted to hours and allocated to the recipient on that basis, thus accounting for disparate workday lengths.

12.02 Cumulative Unused Sick Leave

Cumulative unused sick leave, personal and vacation will be recorded on each paycheck stub effective not later than the January pay period. In the event the computer is unable to perform this function, an accounting of the above leaves shall be provided to all instructional personnel during January and June. (Bd. Appd.

10/15/02)

12.01 Sick Leave Bank

A. Committee:

A Sick Leave Bank shall be established for participating teachers. Such bank shall be coordinated by a committee composed of three (3) persons selected by the Association, which shall adhere to all rules, laws and regulations in effect and with the terms of this contract as ratified or amended.

B. Membership:

Any full-time teacher who has been employed a minimum of one (1) year in Sumter County and who has an accumulation of a minimum of five (5) days of sick leave on record shall be eligible for membership in the bank. Such membership and participation shall, at all times, be voluntary. Each participating teacher shall contribute one (1) day of earned sick leave during the first semester of the 2002-03 school year. This day shall not be returned to the teacher unless the bank fails to come into existence in accordance with the following rules. No further contributions in the bank shall be necessary except as provided below for the replacement of the bank. Thereafter, employees may enroll in the Bank during the first ten working days of each semester. (Bd. Appd. 11/18/03)

C. Procedures and Audit:

The Sick Leave Bank committee shall consult with and comply with procedures developed by the Finance Department regarding the identifying and recording of contributions. Such record keeping and procedures shall be audited by this Department to ensure compliance with regulations.

D. Bank Rules:

1. The Sick Leave Bank shall have a minimum of eighty (80) days on deposit before being activated. At no time shall the

balance of days on deposit fall below zero (0).

2. In the event the balance of days on deposit falls below twenty (20) days during a school year, all participating members shall contribute one (1) additional day in order to replenish the bank to the level established to D(1) above for reactivation. The bank can only be replenished 2 times per school year. Any teacher not contributing under this provision shall be considered to have dropped his/her membership and shall not have his/her previously contributed days returned. The one day contributed under this section D(2) shall not be returned to the teacher unless the bank fails to be reactivated.
3. Use and Application
 - a. Sick leave drawn from the bank by participating members must be used for said members' catastrophic personal injury or illness.
 - b. No member shall be eligible to use the bank until s/he has exhausted all accumulated sick leave on record.
 - c. Any member wishing to use the bank must have been a member of the bank for at least thirty (30) working days before contraction of the catastrophic illness or injury unless waived in the case of extreme emergency by the committee. In addition, the member must have been absent from duty for a minimum of fifteen (15) consecutive workdays.
 - d. No member shall be eligible to draw more than sixty (60) workdays from the bank during any contract year, with no more than thirty (30) days awarded at a time.

- e. Any member applying for days from the Sick Leave Bank must file an application with the committee. (See form attached in Appendix F) This application must be accompanied by a doctor's statement certifying the illness or injury and the necessity for the extended leave. (See form attached in Appendix E) The member must certify in the application the date leave began, the date leave will be exhausted, and the dates for which days from the sick leave bank are requested. The committee reserves the right to request a second medical opinion at the cost of the applicant. The committee will consider all pertinent documents and render a decision by a 2/3 vote. That decision is final. The committee shall forward the request with its decision concerning approval to the Finance Department.
- f. Members receiving 66 2/3% Workers' Compensation pay who meet sick leave bank criteria, and are approved by the sick leave bank committee, may be eligible for a maximum 33 1/3% of salary award subject to all other maximums defined in the sick leave bank rules.
- (Bd. Appd. 11-16-10)

4. Abuse

Suspected abuse will be investigated as directed by the School Board. If a member is found to have abused the use of the Sick Leave Bank, s/he shall repay the costs incurred to the Board and be subject to such other disciplinary action as determined by the School Board.

5. Withdrawal from Sick Leave Bank

Teachers wishing to withdraw membership in the bank shall not have their contributed sick leave days returned. Hold Harmless – the Association and members of the bargaining unit shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken, or not taken, by the Board for the purpose of granting these procedures for teachers.

13.00 LEAVE WITH PAY

13.01 Personal Leave With Pay

Bargaining unit employees who have sufficient accrued sick leave may be granted a maximum of six (6) days annually, (non-cumulative from year to year) under either of the following provisions:

1. A maximum of six (6) days annually may be approved as emergency leave. Request for such leave shall be made as far in advance as is reasonably possible. An emergency is a condition that would reasonably require a person to be absent from duty and such condition is beyond the control of the employee. The nature of the emergency will be discussed with the supervisor verbally, (denial may be appealed to the superintendent or designee), or
2. A maximum of six (6) days annually may be approved for personal leave, with a limit of 10% of the faculty allowed such leave for the day preceding or the day following a holiday or holiday season. Should more than 10% of the faculty request personal leave, the principal will select those to receive personal leave on the basis of

district seniority. Request for such leave must be submitted at least 48 hours in advance of the anticipated absence. No reason need be given other than that it is personal, or

3. Any combination of 1 or 2 above.
4. All leave granted under the provisions shall be charged against the employee's sick leave.

13.02 Court Duty Leave

- A. The Board allows for personnel to serve as juror or witness when summoned by the courts, or by an authority authorized to issue subpoenas under existing law. Employees serving on court duty will be assigned Court Duty leave. Employees shall receive court fees in addition to regular pay.

13.03 Professional

- A. Certain conventions, conferences and in-service education activities held during the school day may be approved for employees' attendance.
- B. Requests for this type of leave should be in the County Office one (1) week prior to effective date of leave.

13.04 Temporary Duty

- A. When requested or authorized by the Superintendent, teachers may be assigned temporary duty elsewhere to attend required activities or represent the school or district. (Bd. Appd. 5-18-10)
- B. This is not a leave of absence, but rather an assignment of duty at a location other than the regular place of duty. Such duty should be requested to include necessary travel time to and from the location of the activity.

13.05 Extended Employment Leave Request

- A.** Personnel who are employed beyond the regular school year are entitled to apply for any type leave described in this Agreement during their extended employment. This policy is intended to cover emergency situations of short duration only. In summer school only, sick leave will be charged at a rate of the proportion between summer school hours worked and the normal daily contract hours.

13.06 Military Leave

Military leave shall be granted as provided in Florida Statute 115.07.

13.07 Vacation Leave (Bd App 6/1/99)

- 1.** Employees who are employed on a full-time two hundred fifty (250) day contract shall accrue vacation leave, exclusive of holidays, with compensation as follows:
 - a.** An employee with less than ten (10) years of continuous service in Sumter County at the rate of one (1) day per month cumulative to twelve (12) workdays per year.
 - b.** An employee with ten (10) years or more of continuous service in Sumter County at the rate of one and one-fourth (1 $\frac{1}{4}$) days per month cumulative to fifteen (15) workdays per year.
 - c.** An employee with over fifteen (15) years of continuous service in Sumter County at the rate of one and one-half days per month, cumulative to eighteen (18) workdays per year.
 - d.** Vacation leave credit may be accrued from year to year, not to exceed forty-two (42) days at the beginning of any fiscal

14.00 UNPAID LEAVE

14.01 Leave, without pay, for professional development - Leave, without pay, for professional development may be granted for a period not to exceed one (1) year at the time to any member of the instructional staff who has served satisfactorily in the schools of the district.

14.02 Maternal Leave - Any full-time teacher will be granted maternal leave without pay provided a written application for leave accompanied by a statement verifying the pregnancy is submitted.

14.03 Parental Leave - Any full-time teacher will be granted parental leave without pay for a period of one (1) school year, for the purpose of child-rearing. A teacher who has fathered a child may apply for parental leave for a period not to exceed the balance of the school year in which the child is born and one succeeding school year subject to appropriate notice. The leave authorized under the subparagraph shall be considered personal leave without pay. Any teacher may apply for a leave of absence on the event of his/her adoption of a child, provided such leave shall not exceed this balance of the school year in which such adoption shall occur and the next succeeding school year, and provided a written application for such leave be submitted to the teacher's immediate supervisor within two (2) calendar weeks after approval for adoption by the recognized agency or source. In all instances hereunder where a leave of absence shall extend beyond one (1) school year, reapplication shall be made in accordance with the policies of the Board.

14.04 Civic Duties - Any teacher may be granted, upon written notice, with the Superintendent's approval, personal leave without pay to perform civic duties at the local, state, or national level.

14.05 Professional Organizations - An extended personal leave of absence without pay, shall be granted to any teacher upon application for the purpose of serving as a full-time, paid officer or a national or state professional education organization. Such leave shall be granted one (1) year at a time. On returning from such leave, the teacher shall be returned to his/her former position or to a substantially similar position, if available.

14.06 Public Office - An extended personal leave of absence without pay for a maximum of five (5) years (requested one (1) year at a time) shall be granted a teacher upon application to campaign for, or serve in, a public office. On returning from such leave, the teacher shall be returned to his/her former position, or to a substantially similar position, if available.

14.07 Insurance Coverage - Any teacher granted leave of absence as provided in this section shall be given opportunity, unless otherwise provided, to continue insurance coverages under payroll deduction during the leave, as provided under Appendix A, Salary Schedule E, Insurance Supplement, provided that the premiums for such insurance programs shall be paid by the teacher on a monthly basis. Failure to provide payment by the first of the month will result in termination of the insurance benefits.

14.08 Other Circumstances - Any teacher may request personal leave without pay for absences not covered by circumstances listed previously. Such leave shall be requested on proper forms to the Superintendent for his consideration at least twenty-four (24) hours in advance of anticipated absence, when possible.

14.09 Intent to Return - Any bargaining unit employee granted extended personal leave under any provision stated shall inform the Board of his/her

intent to return to duty the following year no later than April 1. A reminder notice shall be mailed by March 1 to personnel on leave at the last address of record as to that person's responsibility to notify the Board of his/her intent regarding return to duty. Noncompliance will be considered a resignation. (Bd. Apprd. 11/4/19)

14.10 Substituting During Unpaid Leave - A teacher on unpaid leave may be eligible to substitute during such leave.

14.11 Domestic Violence Statute - Up to three (3) days unpaid leave may be given to teachers having been employed by the district for three (3) months or more for the purposes specified under Florida's Domestic Violence statute. Teachers using this leave must have exhausted their accrued sick leave and provide advance notice. A police report documenting the domestic violence will be required as documentation. (Bd. Appd. 12-18-07)

15.00 TRANSFERS AND REASSIGNMENTS

15.01 Employees who desire a change in grade and/or subject assignments, or who desire a transfer to another class building or position, shall file a written statement of such desire on a form as set forth in attached Appendix D, one copy of which shall be filed with the Superintendent. Such request for transfer may be submitted to the Superintendent for consideration at any time.

15.02 No assignment of new teachers to a specific position in the school district shall be made until all pending requests for reassignment or transfer to that position have been given due consideration. When minimum qualifications are met by in-district applicants, those applicants must be interviewed. All things being equal, preference shall be given to applicants from within the school district except that, the receiving Administrator may not be required to accept a transfer of a teacher with a less than effective evaluation rating on the most recent evaluation. (Appd. 4/18/13)

15.03 Teachers who have requested reassignment to an existing vacancy shall be notified in writing of the Administration's action on said request as soon as feasible after action is taken. Teachers requesting reassignment for the succeeding year shall be notified in writing of the administration's action on said request no later than August 1 of that year. (Appd. 4/18/13)

15.031 Teachers who have requested transfer within the school district to an existing vacancy shall be notified in writing of the site Administrator's action. Teachers requesting transfer to a different school for the succeeding year shall be notified in writing of the Administrator's action. (Appd. 4/18/13)

- 15.04** (Appd. 4/18/13) The voluntary reassignment and/or transfer of a teacher may be made on the following priority basis:
- Contribution teacher could make to students
 - Qualifications
 - Opportunity for professional growth of teacher
 - Evaluation rating
- 15.05** Involuntary transfers will be made only to prevent undue disruption of instructional programs. It is recognized that the frequent transfer of teachers from one school to another is disruptive to the educational process and interferes with optimum teacher performance. Any teacher who has been involuntarily transferred shall have the right to submit in writing directly to the Superintendent a report of that involuntary transfer. A record shall be made of the number and conditions of such involuntary transfers.
- 15.06** Special talents or expertise needed for the implementation of a new program, but not found on the school teaching staff, should be sought through retraining of existing staff members whenever possible.
- 15.07** Assignments within a school will be made only to best serve the needs of the students in that particular school. Any teacher who has been involuntarily assigned or reassigned shall have the right to submit in writing directly to the Superintendent a report of that involuntary assignment. A record shall be made of the number and conditions of such involuntary assignments.

15.08 A Committee composed of the principal, department chair, grade level chair, the affected teacher, SCEA president, and the Superintendent or Designee will be convened to consider all information available relative to the involuntary transfer or involuntary reassignment of any teacher who is assigned or transferred out-of-field on a full time basis. The Committee, after reviewing all information, may recommend that all tuition for required courses be paid by the district, that partial payment be made, or that the district be responsible for no costs.

15.09 (Bd. Appd. 10/15/02) When units or programs are eliminated and a reduction in staff is necessary, the process for teacher selection will be based on: area of certification, and rating received on the most recent performance evaluation instrument. Staff affected by the reduction will be placed in a pool. As positions or vacancies occur, teachers will be offered the jobs by area of certification in the inverse order they were placed in the pool. (Appd. 4/18/13)

15.10 The District will send out letters to all Annual Contract teachers who will not be reappointed before the last postplanning day. (Bd. Appd. 05/01/07) (Appd. 4/18/13)

15.11 The Principal will recommend to the Superintendent annual contract teachers eligible for contract renewal for the sub-sequent school year provided all of the following criteria have been met in the current school year and a vacant position equivalent to their current assignment exists in the District:

1. Received a score of Highly Effective on the Sumter Instructional Practices portion of the evaluation for three (3) consecutive years.
2. Received no lower than Effective score on the Student Growth portion of the evaluation for the year immediately preceding the current school year.

3. Received no indicators marked Unsatisfactory or Needs Improvement on the current Instructional Practices.
4. Received no disciplinary action for the current school year.
5. Must have completed all required endorsements or certifications, i.e. ESOL.

However, in compliance with clarifying language in the 2017 CS/HB7069, there can be no guarantee of automatic reappointment for any annual contract teacher.

This section does not supersede Article 17.02 Reduction in Personnel.

(Bd. Appd. 11-4-19)

16.00 VACANCIES AND PROMOTIONS

16.01 All vacancies, including promotional positions, shall be posted by the Superintendent or his designee on the Sumter County School District web site for a minimum of ten (10) calendar days prior to filling except in case of an emergency. Extra compensation positions shall be posted by the Superintendent or his designee in all school centers so that interested employees may have the opportunity to apply. Pertinent information regarding a promotional vacancy may be obtained from the office of the Superintendent. (Bd. Appd. 05/01/07) (Appd. 4/18/13)

16.02 All applications for promotional vacancies and extra-compensation positions should be certified for the position or the applicant's credits should be acceptable for certification. All qualifications being equal, preference shall be given to applicants from within the school district. (Appd. 4/18/13)

16.03 Applications may be completed on the Sumter County School District web site. (Bd. Appd. 05/01/07)

17.00 REDUCTION IN PERSONNEL

17.01 In the event the Board determines that the instructional staff must be reduced for economic reasons, reduction in staff shall be based on objective, reasonable and nondiscriminatory standards which (1) shall not be arbitrary or capricious, (2) shall not deprive employees of other rights conferred by this Agreement or Laws of Florida and the United States, and (3) shall be adaptable to uniform application. (Appd. 4/18/13)

17.02 If a reduction in staff is determined to be necessary, the following procedures shall be controlling:

A. Lay-Off

- I. The Board shall determine the subject areas in elementary, middle and high schools in which reduction will be made and the number of positions affected and will notify the Association of such determinations. (Appd. 4/18/13)
2. When the Board determines that a reduction in teaching staff must occur, the Board shall first attempt to obtain voluntary transfers of affected teachers to vacancies in other schools. If additional teaching position reductions are required, selection of employees to be retained will be determined by certification and performance evaluations. The contribution the teacher could make based on educational program needs will be employed to break a tie. (Appd. 4/18/13)

B. Recall

- 1.** The Board shall determine the subject areas in elementary, middle and high schools in which recall will be made and the number of teachers to be recalled. (Appd. 4/18/13)
- 2.** Laid off employees shall be called back in the inverse order of lay-off consistent with certification and educational program needs. (Appd. 4/18/13)
- 3.** No new teachers shall be hired in a laid off teacher's subject area or grade level until all certified Highly Effective, Effective and Developing laid off teachers from that subject area or grade level have been recalled or have declined or have failed to accept recall. No new teachers will be hired in a subject area or grade level before teachers who are laid off from other subject areas or grade levels who may be qualified and who possess the necessary certification or approval have been offered the position and have declined or failed to accept the position. (Appd. 4/18/13)
- 4.** For purposes of this Section, service shall not be deemed to be interrupted by any leave granted and approved subject to this Agreement.
- 5.** Each teacher shall notify the school district personnel office in writing of an address to which a letter of recall may be sent. A letter of recall shall be mailed to the teacher at said address by certified mail, return receipt requested. Failure

to respond to the letter of recall within ten (10) days automatically terminates the teacher's right to recall. If no such address shall be recorded, the letter shall be mailed to the teacher at the last address recorded in the school district office.

6. In the event of lay-off pursuant to this section, leave of absence without pay will automatically be granted to any and all teaching staff affected by this reduction. A teacher may elect to take and shall be granted leaves of absence without pay irrespective of his/her contract status up two (2) years subject to Board Policy. Accumulated sick leave days shall not be cancelled but shall remain credited to his/her return to a teaching assignment in the district or shall be transferred upon request by the teacher, to another district after employment, and on receiving request from the teacher.

18.00 TEACHER EVALUATION

- 18.01 The Board and Association agree that the evaluation process for teachers is essential to successful instructional programs for students. It is further agreed that teacher evaluation is a responsibility of the Board and Administration and shall be undertaken with the primary intent of improving the instructional skill of the teacher. Should the desired level of competency not be achieved by a teacher, the evaluation record may be

used as a basis for a recommendation for termination following all due process actions.

18.02 Teachers shall assist in the development of evaluation criteria. This criteria shall be provided to all teachers no later than September 30 and shall include an explanation and discussion of the evaluation process.

(Appd. 4/18/13)

18.03 Beginning during the month of September and continuing through April, all teachers shall be evaluated. Teachers newly hired by the district (probationary teachers) employed for a full school year (one day over half their contract period) shall be observed a minimum of two (2) times during the year; other contract teachers shall be formally observed at least once each year. Teachers are encouraged to seek assistance to improve their instruction through their principal or a supervisor in a special area prior to formal evaluation. All evaluations shall be made by principals, assistant principals, and appropriate members of the County Administrative Staff who are certified observers. Non-supervisory personnel shall not provide written documentation or written performance assessment for other employees, with the exception of teachers in regard to the Beginning Teacher and Alternative Certification Programs. Following each formal observation, but prior to a subsequent formal observation the evaluator shall meet with the teacher to discuss the written report of the teacher's strengths and weaknesses. (Appd. 4/18/13)

18.04 All formal observations of teachers for purposes of evaluation shall be conducted openly and with the full knowledge of the teacher. (Appd. 4/18/13)

18.05 All informal observations used for evaluation purposes shall be made

available to the teacher in writing or electronically. (Appd. 4/18/13)

18.06 Forms for reporting formal and informal observations will include the dates and places of such observations, the evaluator's assessment of the teacher's strengths and weakness, the evaluator's recommendations to the teacher, and the resultant progress of the teacher. (Appd. 4/18/13)

18.061 Pursuant to Florida Statute 1012.34, the summative evaluation will be based on the following three criteria: Performance of students, Instructional practice, and Professional and job responsibilities. The evaluator and teacher shall sign the final evaluation report before it is placed in the teacher's personnel file in the County Office. Such signatures by the teacher only acknowledge that the report has been read. Should a teacher refuse to sign the evaluation, it will be so noted and filed in the teacher's personnel file. Recommendations based on evaluations regarding the continued employment of the teacher should be submitted to the Superintendent no later than April 30. (Appd. 4/18/13)

18.07 Although disputes concerning evaluations shall be exempt from the grievance procedure, a teacher may appeal procedural errors believed to have occurred relative to the teacher's performance evaluation. Examples include the evaluator failing to meet timelines for observation or post conference, observe the number of times mandated or meet other procedural elements denoted in the *Sumter County Teacher Evaluation System Handbook*. All appeals are to be filed with the school principal within three days from the date the teacher receives his/her evaluation of the professional practice section, and must be accompanied by pertinent documentation. If the teacher is not assigned to a school site, the appeal should be presented to the teacher's immediate supervisor. (Appd. 4/18/13)

Within two days of receipt of the appeal, the principal will respond in writing to the teacher as to the ruling on the appeal. If the teacher is not satisfied with this ruling, he/she may, within two days, file the appeal and documentation with the Superintendent who will appoint an appeals committee; the committee will be composed of 3-5 district administrators

who are knowledgeable in the Sumter County Teacher Evaluation System procedures. The committee will meet within two days of receipt of the appeal and consider the basis of the appeal and documentation presented. Within two days of the meeting, the committee will issue its ruling, which shall be final.

The content of the observations(s) or judgment of the observer may not be appealed. However, any teacher shall have the right to submit a rebuttal to the evaluation which will be attached to the teacher's evaluation form.

When the appropriate student test data is factored in and the final evaluation completed, a teacher will have the right to appeal based only on procedural issues related to this part of the evaluation such as a misapplication of student performance data. No appeal of the professional practices section may be made.

- 18.08** Each teacher shall have the right, upon request, to inspect, review, and copy the contents of his/her personnel file. A representative of the teacher's choice may with the teacher's written authorization accompany the teacher at such inspection and review. The teacher shall have the right to file a written rebuttal to any document(s) placed in the district personnel file. The rebuttal(s) shall be attached to the document(s) in question. (Appd. 4/18/13)
- 18.09** Evaluation (for hiring, firing, promotion, demotions and certification) of Sumter County School Board Bargaining Unit employees is only accomplished by administrative personnel. However, the parties to this Agreement realize that the certification of entry level instructional personnel is of vital concern to the total teaching profession and hereby agree to work cooperatively in the Sumter School District Beginning Teacher and Alternative Certification Programs. (Appd. 4/18/13)
- 18.10** Parental Input in Teacher Evaluation – Parents are invited to provide school administrators constructive feedback regarding teacher performance when appropriate. (Ratified 10/5/98)

18.11 Low Performing Teachers – Teachers on the grandfathered salary schedule receiving less than effective evaluations will not receive monetary increase following that evaluation. Teachers receiving a less than effective evaluation at the top of the salary schedule will not receive the negotiated percentage increase following that unsatisfactory evaluation. Teachers on the performance salary schedule receiving a less than effective rating will not receive monetary increase following that evaluation. (Ratified 10/5/98) (Appd. 4/18/13)

19.00 GRIEVANCE PROCEDURES

19.01 Definitions

- A.** A "Grievance" is a disagreement involving the interpretation or application of the Collective Bargaining Agreement.
- B.** The "Aggrieved" is the employee by name or group of employees by name directly affected by the disagreement involving the interpretation or application of the Collective Bargaining Agreement.

19.02 Procedures

- A. Informal** - within five (5) working days of the occurrence or knowledge of alleged violation the aggrieved will orally present his/her concern to his/her immediate supervisor during non-student contact hours. Within five (5) working days after presentation of the grievance, the supervisor shall give his/her answer orally to the employee. The informal step may be waived, if desired, by the aggrieved. Nothing contained in this section shall be construed to prevent any individual employee from discussing a problem with the administration.

B. Step I

If the aggrieved is not satisfied with the informal resolution, he may, within five (5) working days of oral answer, or fifteen (15) working days of the occurrence or knowledge of the alleged violation, file a formal grievance on the proper form mutually agreed to and set forth in annexed Appendix. The following formal grievance procedure may be invoked by the grievant. The grievant may submit to the immediate supervisor a copy of the grievance form. Within five (5) working days of receipt of the grievance, the immediate supervisor shall meet with the grievant in an effort to resolve the grievance. The employee's immediate supervisor shall within three (3) working days after such communicate his/her answer in writing to the grievant. At this and all subsequent steps in the grievance process, the employee may be represented by an agent of his/her choosing. If the grievance involves more than one school center, Step I may be omitted and the grievance submitted immediately to Step II as a class grievance.

C. Step II

If the aggrieved is not satisfied with the disposition at Step I, he may within five (5) working days of the answer to Step I, file a copy with the Superintendent. If the alleged violation involved more than one school center, the aggrieved will file a class grievance with the Superintendent within twenty-three (23) working days of the occurrence or knowledge of the alleged violation. The Superintendent or his designee may conduct whatever investigation is necessary to make a finding. Within seven (7)

working days the Superintendent or his/her designee shall meet with the aggrieved. Within three (3) working days following this meeting the Superintendent shall indicate the disposition of the grievance in writing to the aggrieved.

D. Step III

If the aggrieved is not satisfied with the disposition at Step II, he may within five (5) working days of the answer in Step II, file a copy of the grievance with the Chairman of the Board. The Board or its designee may conduct an investigation if an investigation is desired. The aggrieved shall have the right to appear before the Board for its consideration. The disposition of the grievance in writing by the Board shall be made no later than twenty-one (21) working days from the time of the submission of the grievance to the Board for its consideration. A copy of such disposition shall be furnished to the aggrieved.

E. Step IV

If the aggrieved is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made by the Board within the period provided, the grievance may be submitted to arbitration before an impartial arbitrator within five (5) working days from the notification the date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association or/Federal Mediation and Conciliation Services in accord 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. The Board and the aggrieved shall

not be permitted to assert in such arbitration proceedings any grounds or rely on any evidence not previously disclosed to any other party. Both parties agree that the award of the arbitrator shall be final and binding (further legal action notwithstanding). The costs for the services of the arbitrator, including expenses, if any, will be shared equally. Each party will be responsible for its own defense, i.e. substitutes, witnesses, etc.

- F. All procedures for grievances as outlined in Florida Statute 447.401, including arbitration fees, shall be followed.

20.00 CURRICULUM AND INSTRUCTION

20.01 It is recognized by the parties that the Board is responsible under State Law and State Board of Education Rules for setting the standard of service in the curriculum and instruction provided students. It is the responsibility of teachers to meet the needs of all students. In order to do this effectively, sufficient multi-level and/or multi-test materials shall be requested by the instructional personnel of each school to insure that each pupil in the classroom has adequate materials.

20.02 A library shall be provided by the Board in each school in the county to supplement and complement the required curriculum.

20.03 It is recognized that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard text and questionnaires, and similar materials, are the tools of the teaching profession. The Board shall provide these tools in sufficient numbers to adequately meet the needs of the students as determined by the Board based on recommendations of the Instructional Staff and School Advisory

Committees.

20.04 Typing and duplicating equipment to aid the instructional personnel in preparation of teaching materials shall be made available by the Board.

20.05 The Board shall provide a library of professional references and other materials. The Board shall continually improve and make available current materials designed to improve teaching skills and instructional programs.

20.06 Curriculum development shall be a continuing process conducted jointly by personnel working at both the school and district level. Teachers shall play an active role in the continuous evaluation of curriculum and shall participate in the development of recommendations for the implementation of desirable changes. Meetings shall be scheduled during non-student contact time when possible to prevent disruption of instructional programs. Bargaining Unit employees may be employed beyond the 196 day contract under the Stipend Schedule for the purpose of planning and developing curriculum. Secretarial and/or clerical assistance to aid in preparation of materials for use by schools to improve instruction shall be provided.

21.00 INSERVICE AND PROFESSIONAL DEVELOPMENT COUNCIL

21.01 The Professional Development Council and Inservice Programs shall be planned, developed and administered consistent with State Law and Rules of the State Board of Education.

A. A plan for inservice for teachers, administrators, and other employees to assist them in understanding and dealing with human and inter-group relations problems that exist within the

district.

- B.** Creative innovations in the education program.
- C.** Improving college and university teacher education programs.
- D.** Assessing and improving community involvement in the educational program.
- E.** Administration may assign employees to attend an inservice activity within the normal duty day. Employees may or may not attend inservice activities scheduled after normal duty hours.
- F.** Professional Development Council and inservice programs shall be planned, developed and administered consistent with the State Laws and the Rules of the State Board of Education.
- G.** Professional Development Council teacher members - as teacher vacancies occur on the Professional Development Council the school concerned shall, by election of the instructional personnel, submit a nomination to the Superintendent.

22.00 ACADEMIC FREEDOM

22.01 It is the intent of the parties that teachers shall enjoy academic freedom in the district. Academic freedom shall mean that teachers are free to present instructional materials which are pertinent to the subject taught within the planned instructional program. Academic freedom shall also mean that teachers shall be entitled to freedom of discussion in the classroom on matters which are relevant to the subject matter under study, and within their area of professional competence, assuming that all facts concerning controversial issues shall be presented in a scholarly and objective manner and assuming that all discussion shall be maintained within the outlines of appropriate course content. The principal of the

school or his designee shall be notified whenever a teacher intends to inject into a course, information which may be reasonably anticipated to be controversial.

23.00 PROFESSIONAL COMPENSATION

- 23.01** The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated into this Agreement. Such salary schedule shall remain in effect during the term of this Agreement unless changed under provisions of Section 25.03, A.
- 23.02** All teachers will receive 24 equal checks, or twice a month pay, with the first check being issued on the fourteenth of the month returning to work (August), provided teachers have returned to work eight days prior to the fourteenth. Otherwise, the first check would be issued on the thirtieth. Subsequent checks will be paid on the 14th and 30th of each month. If the 14th or 30th shall fall on Saturday, Sunday or a holiday, pay shall be on the last day of the period preceding the Saturday, Sunday or holiday with the exception of July and August where the pay date would be the next workday after the fourteenth. (Bd. Appd. 05/01/07) (Appd. 4/18/13)
- In SY 2016-17 teachers would be paid on August 12, 2016 rather than August 15, 2016.
- 23.03** 24 equal checks - All employees hired on or after July 1, 2002, shall be paid in 24 equal checks. (Ratified 6/27/02)
- 23.04** Corrections for errors in excess of \$50 on the regular salary payroll will be made on the next working day. (Ratified 6/27/02)
- 23.05** All teachers hired after October 1, 2005 will participate in direct deposit. Effective March 1, 2011, all teachers will be paid by direct deposit. Check stubs for all direct deposit checks will be online. Administration will ensure that computer access is available to employees and that copies may be accessed at the work site. (Bd. Appd. 9-29-05) (Bd Apprvd 5/5/09)

23.06 If a teacher has been overpaid by \$500 or less, the overpaid amount will be paid back by the teacher to the district in equal monthly amounts during that fiscal year. If the overpaid amount is in excess of \$500, there shall be a repayment agreement between the teacher and the Board.
(Bd. Appd. 12-18-07)

24.00 MISCELLANEOUS COMPENSATION

24.01 The School Board shall provide terminal pay for accumulated sick leave to a member of the instructional staff at normal retirement, or termination of participation in the Division of Retirement Deferred Retirement Option Plan (DROP), or to his/her beneficiary if service is terminated by death.
(Bd App 5/19/98)

24.02 Employees initially enrolled before July 1, 2011 who have completed 6 years of service and 62 years of age or 30 years of service regardless of age; or employees initially enrolled on or after July 1, 2011 who have completed 8 years of service and 65 years of age or 33 years of service regardless of age; or meet the retirement criteria for Florida Teachers' Retirement (TRS) shall be eligible to receive terminal pay. This retirement shall not be interpreted to include Disability Retirement. (Appd. 4/18/13)

24.03 Terminal Pay - shall not exceed an amount determined as follows:

- A.** During the first three (3) years of service the daily rate of pay multiplied by thirty-five (35) percent times the number of days accumulated sick leave.
- B.** During the next three (3) years of service the daily rate of pay multiplied by forty (40) percent times the number of days of accumulated sick leave
- C.** During the next three (3) years of service the daily rate of pay

multiplied by forty-five (45) percent times the number of days of accumulated sick leave.

- D.** During the next three (3) years of service, the daily rate of pay multiplied by 50% times the number of accumulated sick leave.
- E.** During and after the 13th year of service the daily rate of pay multiplied by 100% of the number of days of accumulated sick leave, effective on the date of ratification.
- F.** Effective July 1, 1995, terminal pay accrued will be paid upon retirement, termination of participation in the Division of Retirement Option Plan (DROP), or death at the daily rate at which the days were earned. All days prior to July 1, 1995, will be paid using the 1994-95 salary schedule. The least recent days earned shall be the first to be used for leave. Sick leave transferred from another Florida district may not exceed fifty (50) days effective with employees hired on or after July 1, 1995. Such days will be allowed for leave purposes only and shall not be accrued for terminal leave pay purposes. Employees who anticipate normal retirement or end participation in DROP should notify the finance office of their intention by August 31, of the fiscal year in which they wish to end employment in order to receive terminal pay by the end of that fiscal year, June 30. Failure to notify of this intention by August 31 will result in terminal benefits being paid by January 31 of the following fiscal year. A separate account for the purposes of underwriting the terminal pay benefit will be established. (Bd App 5/19/98)
- G.** Bargaining unit employees will automatically be enrolled in a 401(a) qualified retirement plan for terminal sick leave pay upon their retirement or participation in DROP. Effective January 1, 2009, eligible FRS Investment Plan employees may enroll in a 401(a) qualified retirement plan for terminal sick leave pay upon their submission of an Irrevocable Letter of Resignation Agreement. Contributions will be governed by the rules adopted by

the Board, set by law, or negotiated in contract. (Bd App 6/1/99)
(Bd Apprvd 5/5/09)

25.00 TERM AND CONDITIONS OF EMPLOYMENT

25.01 This Agreement shall be effective as of July 1, 2022, and shall continue in effect through June 30, 2025, and shall supersede any contract presently in force. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

25.02 Any item or section of this contract may be reopened to negotiations and/or discussion upon mutual agreement of both parties.

25.03 In the event that collaborative bargaining is no longer a contractual obligation, both parties agree that negotiations of a successor Agreement shall begin at least sixty (60) calendar days prior to the termination date of this Agreement, but no sooner than ninety (90) days prior to the termination date. However, either party may upon written notice to the other before June 1, 2020, and/or June 1, each following year the contract is in effect, re-open this Agreement for the purpose of considering the following: (Bd. Appd. 5-18-10)

- A.** Salary and Fringe Benefits
- B.** One (1) section from the contract per party.
- C.** Any item directly affected by Acts of the Legislature or by decisions of the courts of competent jurisdiction.
- D.** Calendar as noted in Section 11.01.
- E.** Any other item as may be mutually agreed upon.

25.04 Should any provision of this Agreement be declared illegal by a Court of competent jurisdiction or as a result of State or Federal Legislation, said provision shall be automatically modified by mutual Agreement of the

parties to the extent that it violates the laws, but the remaining provisions, shall remain in full force for the duration of the Agreement.

SCHOOL BOARD OF SUMTER COUNTY

SUMTER COUNTY EDUCATION ASSOCIATION

/s/ Samuel M. Forte
Chief Negotiator

/s/ C. Roberts
Chief Negotiator

/s/ Sally Moss
Chairman of the Board

/s/ Kim Demme
President

/s/ Richard A. Shulby
Superintendent of Schools

Oct. 6, 2022
Date of Ratification

Oct. 6, 2022
Date of Ratification

APPENDIX A: SALARY SCHEDULES/PAY PLANS

SALARY A(1) :GRANDFATHERED TEACHER SALARY PAY

SALARY NOTES

Teachers in the employ of the district who hold a professional service or continuing contract may remain on the Grandfathered Teacher Salary Schedule and retain their contract or they may voluntarily elect by August 15 to switch to the district's Performance Pay Plan, relinquishing any professional service or continuing contract held. The decision to switch to the Performance Pay Plan is irrevocable, as required under Florida Statutes. Annually, the Board and the Association agree to collectively bargain the amount of funds available for salary adjustments.

The grandfathered schedule applied to those teachers electing not to switch to the Performance Pay Plan in 2014-15. The term GF, thereafter, refers to those teachers as a classification, not as levels on any salary schedule.

The following formula will be used to calculate the distribution of salary advance:

$$(\#GF-E) \times .938X + (\#GF-HE) \times 1X + (\#P-E) \times .938X + (\#P-HE) \times 1.25X = \text{Budgeted } \$\$$$

Where:

- #GF-E is the number of personnel who are grandfathered and received an overall Effective rating.
- #GF-HE is the number of personnel who are grandfathered and received an overall Highly Effective rating.
- #P-E is the number of personnel who are on the performance pay plan and received an overall Effective rating.
- #P-HE is the number of personnel who are on the performance pay plan and received an overall Highly Effective rating.
- Budgeted \$\$ is the amount of money negotiated for instructional salary increase.

The formula will be solved to find the value of "X", or the share, and the various cells of the base salary adjustment matrix will be calculated. A highly effective (HE) grandfathered teacher will receive a salary adjustment of **1X** and an effective (E) grandfathered teacher will receive a salary adjustment of **.938X**. Salary adjustments awarded would then create a new base salary from which adjustments would be calculated the following year.

Teachers receiving a less than effective rating will not receive monetary increase following that evaluation.

Progression to a higher pay level is not automatic from one employment year to the next.

Salary payments will be divided into equal amounts based on the number of payments due and no adjustments will be made if the total annual payments are within ten (10) cents of the stated amounts in the schedule.

After successful completion of a post graduate degree (masters', specialist, or doctorate) at midyear, a teacher would be eligible to receive one half of the Advanced Degree Supplement spread over the remaining checks beginning with March. All paperwork must be completed and on file in the County Office by January 31, to be eligible.

For teachers hired on or after July 1, 2011, an advanced degree supplement will only be awarded if in area of certification.

Retroactive pay will not be paid to any person who has separated from the district prior to ratification date, except for normal or disability retirement.

SALARY A(2) GRANDFATHERED PSYCHOLOGIST SALARY PAY

SALARY NOTES

Psychologists in the employ of the district who hold a professional service or continuing contract may remain on the Grandfathered Teacher Salary Schedule and retain their contract or they may voluntarily elect by August 15 to switch to the district's Performance Pay Plan, relinquishing any professional service or continuing contract held. The decision to switch to the Performance Pay Plan is irrevocable, as required under Florida Statutes. Annually, the Board and the Association agree to collectively bargain the amount of funds available for salary adjustments.

The grandfathered schedule applied to those psychologists electing not to switch to the Performance Pay Plan in 2014-15. The term GF, thereafter, refers to those psychologists as a classification, not as levels on any salary schedule.

The following formula will be used to calculate the distribution of salary advance:

$$(\#GF-E) \times .938X + (\#GF-HE) \times 1X + (\#P-E) \times .938X + (\#P-HE) \times 1.25X = \text{Budgeted } \$\$$$

Where:

- #GF-E is the number of personnel who are grandfathered and received an overall Effective rating.
- #GF-HE is the number of personnel who are grandfathered and received an overall Highly Effective rating.
- #P-E is the number of personnel who are on the performance pay plan and received an overall Effective rating.
- #P-HE is the number of personnel who are on the performance pay plan and received an overall Highly Effective rating.
- Budgeted \$\$ is the amount of money negotiated for instructional salary increase.

The formula will be solved to find the value of "X", or the share, and the various cells of the base salary adjustment matrix will be calculated. A highly effective (HE) grandfathered psychologist will receive a salary adjustment of **1X** and an effective (E) grandfathered psychologist will receive a salary adjustment of **.938X**. Salary adjustments awarded would then create a new base salary from which adjustments would be calculated the following year.

Psychologists receiving a less than effective rating will not receive monetary increase following that evaluation.

Progression to a higher pay level is not automatic from one employment year to the next.

Salary payments will be divided into equal amounts based on the number of payments due and no adjustments will be made if the total annual payments are within ten (10) cents of the stated amounts in the schedule.

After successful completion of a post graduate degree (masters', specialist, or doctorate) at mid year, a teacher would be eligible to receive one half of the Advanced Degree Supplement spread over the remaining checks beginning with March. All paperwork must be completed and on file in the County Office by January 31, to be eligible.

#For teachers hired on or after July 1, 2011, an advanced degree supplement will only be awarded if in area of certification.

Retroactive pay will not be paid to any person who has separated from the district prior to ratification date, except for normal or disability retirement.

APPENDIX A: SALARY SCHEDULES

SALARY SCHEDULES B (1)

***TEACHER PLACEMENT SALARY SCHEDULE (2022-23)**

Advanced Degree Supplements Based on 196-Day Schedule:

Masters: 2667 Specialist/Doctorate: 3667

| <u>YR</u> | <u>BACHELORS 198-Day</u> | <u>BACHELORS 203-Day</u> |
|-----------|--------------------------|--------------------------|
| 0 | | \$51,491 |
| 1 | | \$51,491 |
| 2 | | \$51,491 |
| 3 | | \$51,491 |
| 4 | \$51,491 - | |
| 5 | \$51,491 - | |
| 6 | \$51,491 - | |
| 7 | \$51,491 - | \$51,749 |
| 8 | \$51,491 - | \$53,222 |
| 9 | \$51,491 - | \$53,856 |
| 10 | \$51,491 - | \$55,234 |
| 11 | \$51,491 - | \$55,567 |
| 12 | \$51,491 - | \$55,567 |
| 13 | \$51,861 - | \$56,454 |
| 14 | \$51,861 - | \$56,089 |
| 15 | \$51,861 - | \$57,341 |
| 16 | \$52,759 - | \$57,341 |
| 17 | \$53,604 - | \$57,246 |
| 18 | \$54,470 - | \$59,067 |
| 19 | \$55,189 - | \$58,117 |
| 20 | \$56,034 - | \$71,312 |
| 20+ | \$56,879 - | \$79,232 |

*These salary ranges are reflective of an eight (8) hour teacher workday for SY2022-23. The additional work time above the contracted hours of 7.6 is made possible through a Memorandum of Agreement between the Sumter County School Board and The Sumter County Education Association and is funded through the federal ESSER grant to mitigate impact of COVID 19 on student learning loss.

Salary ranges vary due to differences in performance based payouts from year to year.

All newly hired teachers will be placed on the salary level reflective of their years of satisfactory experience. Upon presentation of evidence of their hourly wage on regular salary from their last employment and two most recent years' evaluation within ninety (90) days of employment, the teacher will be placed as indicated on the range not to exceed a Sumter teacher's salary at the same experience level. Until verification of the preceding is received, the teacher will be paid at the lowest Sumter salary at that experience level; if verification is not received within the ninety (90) days from date of employment, the teacher will remain at the lowest level until the following year.

Teachers who have teaching experience in Sumter County will receive salary based on their placement on the Placement Salary Schedule or their last salary earned in the district based on the same contract length, whichever is greater.

SALARY SCHEDULE NOTES

Teaching experience must be in a Public School System (K-16) or in a regionally accredited private school (K-16). Career and Technical Education teachers working under a district-issued certificate may be awarded up to 10 years of experience specifically related to their teaching assignment, above the work experience required for certification. Speech Language Pathologists may be awarded up to 10 years of non-school, D.O.H. licensed experience specifically related to speech pathology. Experience for United States military service may be counted for up to 4 years (10 months of service for each year of experience granted). A year's teaching experience must include at least 99 days active duty during a school year.

Salary payments will be divided into equal amounts based on the number of payments due and no adjustments will be made if the total annual payments are within ten (10) cents of the stated amounts in the schedule.

After successful completion of a post graduate degree (masters', specialist, or doctorate) at midyear, a teacher would be eligible to receive one half of the Advanced Degree Supplement spread over the remaining checks beginning with March. All paperwork must be completed and on file in the County Office by January 31, to be eligible.

An advanced degree supplement will only be awarded if in area of certification.

Retroactive pay will not be paid to any person who has separated from the district prior to ratification date, except for normal or disability retirement.

APPENDIX A

SALARY SCHEDULE B (2)

***PSYCHOLOGIST PLACEMENT SALARY SCHEDULE (2022-23)**

Advanced Degree Supplements Based on 196-Day Schedule:

Specialist/Doctorate: 1000

| <u>YR</u> | <u>MASTERS 198-Day</u> |
|-----------|------------------------|
| 0 | \$56,284 |
| 1 | \$56,502 |
| 2 | \$56,938 |
| 3 | \$57,373 |
| 4 | \$57,809 |
| 5 | \$58,244 |
| 6 | \$58,679 |
| 7 | \$59,114 |
| 8 | \$59,550 |
| 9 | \$59,986 |
| 10 | \$60,421 |
| 11 | \$61,074 |
| 12 | \$61,727 |
| 13 | \$62,381 |
| 14 | \$63,034 |
| 15 | \$63,687 |
| 16 | \$64,666 |
| 17 | \$65,646 |
| 18 | \$66,734 |
| 19 | \$67,824 |
| 20 | \$68,912 |
| 20+ | \$70,000 |

***These salary ranges are reflective of an eight (8) hour teacher workday for SY2022-23. The additional work time above the contracted hours of 7.6 is made possible through a Memorandum of Agreement between the Sumter County School Board and The Sumter County Education Association and is funded through the federal ESSER grant to mitigate impact of COVID 19 on student learning loss.**

Salary ranges vary due to differences in performance based payouts from year to year.

All newly hired psychologists will be placed on the salary level reflective of their years of satisfactory experience. Upon presentation of evidence of their hourly wage on regular salary from their last employment and two most recent years' evaluation within ninety (90) days of employment, the psychologist will be placed as indicated on the range not to exceed a Sumter psychologist's salary at the same experience level. Until verification of the preceding is received, the psychologist will be paid at the lowest Sumter salary at that experience level; if verification is not received within the ninety (90) days from date of employment, the teacher will remain at the lowest level until the following year.

Psychologists who have psychologist experience in Sumter County will receive salary based

on their placement on the Placement Salary Schedule or their last salary earned in the district based on the same contract length, whichever is greater.

SALARY SCHEDULE NOTES

Psychologist experience must be in a Public School System (K-16) or in a regionally accredited private school (K-16). Experience for United States military service may be counted for up to 4 years (10 months of service for each year of experience granted). A year's psychologist experience must include at least 99 days active duty during a school year.

Salary payments will be divided into equal amounts based on the number of payments due and no adjustments will be made if the total annual payments are within ten (10) cents of the stated amounts in the schedule.

After successful completion of a post graduate degree (specialist or doctorate) at midyear, a psychologist would be eligible to receive one half of the Advanced Degree Supplement spread over the remaining checks beginning with March. All paperwork must be completed and on file in the County Office by January 31, to be eligible.

An advanced degree supplement will only be awarded if in area of certification.

Retroactive pay will not be paid to any person who has separated from the district prior to ratification date, except for normal or disability retirement.

SALARY SCHEDULE C PERFORMANCE BASED PAY PLAN FOR TEACHERS AND PSYCHOLOGISTS

Teachers and Psychologists will remain on the salary level on which they were placed the prior year or on the specified step of the Placement Salary Schedule, if they are a new employee. Following the receipt of all student performance data in the fall, the funds available for salary adjustments will be bargained and the following formula will be used to calculate the distribution of salary advance:

$$(\#GF-E) \times .938X + (\#GF-HE) \times 1X + (\#P-E) \times .938X + (\#P-HE) \times 1.25X = \text{Budgeted } \$\$$$

Where:

- #GF-E is the number of personnel who are grandfathered and received an overall Effective rating.
- #GF-HE is the number of personnel who are grandfathered and received an overall Highly Effective rating.
- #P-E is the number of personnel who are on the performance pay plan and received an overall Effective rating.
- #P-HE is the number of personnel who are on the performance pay plan and received an overall Highly Effective rating.
- Budgeted \$\$ is the amount of money negotiated for instructional salary increases.

The formula will be solved to find the value of "X", or the share, and the various cells of the base salary adjustment matrix will be calculated. An Effective Performance Pay Plan teacher or psychologist will receive a salary adjustment of **.938X** and a Highly Effective Performance Pay Plan teacher or psychologist will receive a salary adjustment of **1.25X**. Salary adjustments awarded would then create a new base salary from which adjustments would be calculated the following year.

Teachers or psychologists on the Performance Pay Plan receiving a less than effective rating will not receive monetary increase following that evaluation.

SALARYSCHEDULE NOTES

Progression to a higher pay level is not automatic from one employment year to the next.

Salary payments will be divided into equal amounts based on the number of payments due and no adjustments will be made if the total annual payments are within ten (10) cents of the stated amounts in the schedule.

After successful completion of a post graduate degree (masters', specialist, or doctorate) at midyear, a teacher would be eligible to receive one half of the Advanced Degree Supplement spread over the remaining checks beginning with March. All paperwork must be completed and on file in the County Office by January 31, to be eligible.

For teachers hired on or after July 1, 2011, an advanced degree supplement will only be awarded if in area of certification.

Retroactive pay will not be paid to any person who has separated from the district prior to ratification date, except for normal or disability retirement.

SALARY SCHEDULE CC

2020-21 Implementation of the Teacher Salary Allocation under HB 641 of the 2020 Legislature

Eighty (80) percent of the Teacher Salary Allocation is required to be used to bring the minimum classroom teacher salary to \$47,500. Any remainder after that is achieved and twenty (20) percent of the allocation can be used for salary for all teachers. The following represents the agreement between the parties as to distribution of the 2020-21 Teacher Salary Allocation:

1. Teachers making less than \$47,500 and who have fewer than four (4) years of experience will be placed on a 203 day contract and be paid \$47,500.
2. All other teachers will be paid \$47,500 or 2% more than their current salary.

Teachers must be employed on the date of ratification of these amendments to be eligible for the Teacher Salary Allocation except for normal or disability retirement.

SUMTER COUNTY EDUCATION ASSOCIATION
Salary Improvement Resulting from Application of Salary Formula
(Based on 197-Day Schedule)

| School Year | GF-Effective | GF-Highly Effective | P-Effective | P-Highly Effective |
|------------------------------|------------------|---------------------|------------------|--------------------|
| 2014-15* | \$968.00 | \$1162.00 | \$968.00 | \$1292.00 |
| 2015-16 | \$1035.38 | \$1242.56 | \$1035.38 | \$1382.23 |
| 2016-17 | \$818.41 | \$982.09 | \$818.41 | \$1092.58 |
| 2016-17 COLA | \$376.00 | \$376.00 | \$376.00 | \$376.00 |
| 2017-18 | \$726.57 | \$871.88 | \$726.57 | \$969.97 |
| 2017-18 COLA | \$354.93 | \$354.93 | \$354.93 | \$354.93 |
| 2018-19 | \$1505.47 | \$1806.56 | \$1505.47 | \$2009.80 |
| 2018-19 COLA | \$751.98 | \$751.98 | \$751.98 | \$751.98 |
| 2019-20** | \$718.11 | \$861.73 | \$718.11 | \$958.68 |
| 2019-20 COLA | \$351.87 | \$351.87 | \$351.87 | \$351.87 |
| 2020-21- See Schedule CC | | | | |
| 2021-22** - See TSA below | \$666.31 | \$799.58 | \$666.31 | \$889.53 |
| 2021-22 COLA | \$326.49 | \$326.49 | \$326.49 | \$326.49 |
| 2022-23*** | \$1974.67 | \$2106.31 | \$1974.67 | \$2632.89 |
| 2022-23 COLA | \$967.59 | \$967.59 | \$967.59 | \$967.59 |

*Initial year of performance based pay-calculated on 196 day schedule

**Based on 198 day schedule

***Based on 198 day schedule at 8 hours per day

TSA (Teacher Salary Allocation) – For SY21/22, teachers also received a .36% increase ranging from \$180 to \$280.

SALARY SCHEDULE D DIFFERENTIATED PAY SUPPLEMENTS

SECTION I. ATHLETIC SUPPLEMENTS – Effective July 1, 2022

| <u>POSITIONS</u> | <u>H.S.</u> | <u>M.S.</u> |
|--------------------------------|-------------|-------------|
| Athletic Director | 3728 | 2348 |
| FOOTBALL: | | |
| Head Football Coach | 4853 | 3173 |
| Asst. Head Football Coach | 3128 | 1973 |
| Asst. Football Coach | 2753 | 1898 |
| J.V. Head Football Coach | 2678 | |
| Asst. J.V. Football Coach | 2528 | |
| BASKETBALL: | | |
| Head Basketball Coach | 3728 | |
| Asst. Varsity Basketball Coach | 2753 | |
| J. V. Basketball Coach | 2228 | |
| Asst. J.V. Basketball Coach | 1853 | |
| Basketball Coach | | 1898 |
| BASEBALL: | | |
| Varsity Baseball Coach | 3728 | |
| Asst. Varsity Baseball Coach | 2753 | |
| J.V. Baseball Coach | 2228 | |
| Asst. J.V. Baseball Coach | 1853 | |
| SOFTBALL: | | |
| Varsity Softball Coach | 3728 | |
| Asst. Varsity Softball Coach | 2753 | |
| J.V. Softball Coach | 2228 | |
| Asst. J.V. Softball Coach | 1853 | |
| Softball Coach | | 1673 |
| Asst. Softball Coach | | 1658 |
| TRACK: | | |
| Track Coach | 2603 | 1673 |
| Asst. Track Coach | 1853 | |
| Cross Country Coach | 1853 | |
| SOCCER: | | |
| Varsity Soccer Coach | 3728 | |
| Asst. Varsity Soccer Coach | 2753 | |
| J.V. Soccer Coach | 2228 | |
| Asst. J.V. Soccer Coach | 1853 | |
| Soccer Coach | | 1673 |
| FLAG FOOTBALL: | | |
| Varsity Flag Football Coach | 3728 | |

VOLLEYBALL:

| | | |
|--------------------------------|-------------|-------------|
| Varsity Volleyball Coach | 3728 | |
| Asst. Varsity Volleyball Coach | 2753 | |
| J.V. Volleyball Coach | 2228 | |
| Asst. J.V. Volleyball Coach | 1853 | |
| Volleyball Coach | | 1673 |

CHEERLEADING:

| | | |
|------------------------------|-------------|-------------|
| Head Cheerleader Coach | 3203 | 2123 |
| Asst. Head Cheerleader Coach | 2370 | |
| J.V. Cheerleader Coach | 1922 | |
| Asst. J.V. Cheerleader Coach | 1598 | |

OTHER COACHES:

| | | |
|-------------------------------------|-------------|-------------|
| Such as Golf, Tennis, Weightlifting | 1853 | 1658 |
| * Asst. Weightlifting | 1658 | |

INCENTIVE PROGRAM: Coaches will have **12%** of their supplement added for each time they and their team participate in the F.H.S.A.A. play-offs (no more than 60%). JV Coaches for football and basketball will be eligible for this incentive in addition to the varsity coaches. If athletes represent the district in state individual sports competition, 10% will be added to the supplements normally associated with the activity. Cheerleader sponsors will have **5%** added for each time they and their team participate in a F.H.S.A.A. play-off system at the regional, sectional, or state level (no more than **15%**). Prior approval for cheerleaders to participate in play-off contest must be secured from the superintendent.

Athletic coaches will not be required to drive vehicles for transporting students to athletic contests.

*Minimum 20 students at beginning and middle of season. The team is expected to participate in F.H.S.A.A. meets.

The Sr. Director of Personnel will convene a joint committee to review new or substitute critical shortage areas by May 1 for the following year.

12. Level of Performance Difficulty \$1500
Self-Contained Critical Needs Exceptional Student Classes to be Identified by the Coordinator of Exceptional Student Education (Teacher must be in field and must have received a Developing, Effective, or Highly Effective performance rating the previous year.)
(Bd Appd 11-6-18)
13. Advanced Placement/AICE Exam Supplement:
Teachers of Advanced Placement/AICE students will receive \$50 for each of their students who pass the Advanced Placement/AICE exam (subject to specific fund allocation). (Bd. Appd. 11-16-10)
14. Industry Certification Exam Supplement:
Teachers whose courses are directly connected to state approved Industry Certification exams will be paid \$50 for each student passing the exam (dependent on receipt of weighted funding).
15. Virtual Teachers:
Part time Virtual Teachers, as defined by the Virtual Teacher job description, employed for the purposes of the Sumter Virtual School/FLVS Franchise will be paid using the following formula:
(Bd Appd 11-6-18)
- \$150 paid per student .5 credit completion
 - An additional experience supplement of \$25 per student .5 credit completion for each year the teacher has taught in Sumter Virtual School, maximum 2 years credit or \$50.
- Payment will be made twice each year: by January 31 for the first semester and by June 30 for the second semester.
- Full time Virtual Teachers as defined by the Virtual Teacher job description, employed for the purposes of the Sumter Virtual School/FLVS Franchise may only claim a supplement for .5 credit completion for those students enrolling after April 1 and completing by August 1.
16. A supplement of \$750 will be given teachers who teach U.S. History, Civics, 5th and 8th grade science and Biology whose students, on the whole, score above the state average on the appropriate subject area statewide assessment and who are still employed in the district and teaching that subject. (Effective 7-1-19 based on prior year scores.)
(Bd Appd 11-6-18)
17. A supplement of \$750 will be given teachers who teach Algebra 1, Geometry, grades 4-8 math, and grades 4-10 ELA/Reading whose school improves the bottom quartile learning gains from the prior year by ten (10) points in the subject area's respective reporting category. (Effective 7-1-19 based on prior year's scores and the teacher being still employed in the district and teaching that subject.)
(Bd Appd 11-6-18)
18. Highly Effective VAM teachers and science teachers whose students scored above the state average in the most recent administration of the state assessment, and who are either currently assigned to or transferring to a school graded D or F by the state, will receive a \$5,000 supplement if they continue to teach the same VAM subject or state assessed science courses. (Effective 7-1-18 for up to three years as long as the teacher remains HE and remains in the same school and content area.)
Bd. Appd. 11-21-17
19. Sponsors of CTE organizations will receive a \$750 supplement (\$375 if not a full year of activities), as long as CAPE Bonus funding is available.
Bd. Appd. 11-21-17
20. Teachers will receive \$10 for each of their students who earns a CAPE digital tool certificate dependent on receipt of weighted funding.
21. Members of the bargaining unit credited with having completed ten years teaching will be awarded a \$250 Retention Supplement when the following additional criteria are met:

- Second Semester 2021-22 the bargaining unit member must have been employed as of February FTE and must be actively employed on May 1
- First Semester 2022-23 the bargaining unit member must have been employed as of October FTE and must be actively employed on December 1
- Second Semester 2022-23 the bargaining unit member must have been employed as of February FTE and must be actively employed on May 1

Payment under this provision ends at the conclusion of Second Semester 2022-23.

- 22. Bilingual Supplement (One per school, if needed) \$250
- 23. Instructional Support 1 \$1000
- Instructional Support 2 \$2000

(The teacher must have had an Effective or Higher evaluation the prior year. These non-cumulative supplements will continue from year to year unless there is a less than effective evaluation.)

For those persons who experience a reduction in supplement amount due to elimination of the experience component of the supplement calculation, the supplement amount will be frozen at the 2021-22 amount and 10 percent of that amount added to form the new supplement for those individuals. This supplement will continue until the supplement on the schedule exceeds the 2022-23 amount or until renegotiated by the parties. This provision shall apply only to employees continuing in the same supplemented position they held in 2021-22.

SECTION III. SCHOOL BASED SUPPLEMENTS

- 1. ALLOCATION AMOUNTS
 - Elementary Schools with 400 or more students \$7000
 - Elementary Schools with less than 400 students \$6000
 - Secondary Schools with 500 or more students \$8750
 - Secondary Schools with less than 500 students \$6750
 - (Effective 7-1-18)
- 2. These supplements shall be developed on the basis of a cooperatively developed plan to cover various extra activities requiring supervision of students, school wide projects, extra duty and other carefully developed plans beyond normal routine duties expected of teachers. To insure cooperative development, a sign off on the school's plan will be required of the principal, building representative and the Superintendent.
- 3. Internal postings will occur for 5 days for the Instructional Unit. If the posting remains unfilled, an internal posting for 5 days for any other employee will occur. If the posting remains unfilled, the position will be advertised throughout the District. (Bd. Appd. 10/15/02)

SECTION IV. ADDITIONAL SUPPLEMENT GUIDELINES

- 1. All supplements are subject to the Superintendent's recommendation and Board approval.
- 2. Minimum duties for supplements shall be established by written agreement between the principal and the employee, subject to the approval of the Superintendent. If minimum duties cannot be performed because of conditions beyond the control of the Superintendent and/or the employee, the supplement will be prorated on the basis of duties actually performed.

3. Management will offer to bargaining unit employees the opportunity to provide services under this salary schedule. All school based positions will be posted at the base school for five working days. In the event the position is not filled, it will be posted county-wide for a period of five working days. If bargaining unit employees cannot be employed to provide these services, personnel other than bargaining unit employees may be employed.
- 4.* All athletic supplements shall be paid in a separate check whether in full or at 85% upon certification by the principal that duties have been 85% completed or fully completed. Band master, athletic director and agriculture teacher supplements will be paid monthly and combined in the regular check.
5. All supplemental positions are annual positions and need to be applied for each year.
- * All other supplements shall be paid in a separate check upon completion of duties.

All withholding for social security, income tax and other legally required deductions will apply to these payments.
- * The individual contracted to receive the supplement will initiate the payment process by submitting a signed, dated completion of duties form to be turned in to the school secretary. Payment will be issued not later than thirty (30) days from the date specified on the form (turned in to the school secretary).

SALARY SCHEDULE E INSURANCE SUPPLEMENT

INSURANCE SUPPLEMENT FOR ALL EMPLOYEES COVERED BY COLLECTIVE BARGAINING

Effective 1-1-2023, a maximum of \$626.16 for each coverage month shall be provided for current bargaining unit employees who participate in the Board's insurance plans. All insurance benefits provided herein are subject to the individual's acceptance into the different programs by the insurance carrier.

New bargaining unit employees hired must enroll in the insurance program during the first 30 days of employment to receive a monthly maximum insurance benefit in accordance with provision above. Bargaining unit employees completing the current year and returning the following year shall have benefits extended through the first pay period of the subsequent school year. (Bd. Appd. 9-6-06)

Any teacher granted unpaid leave of absence as provided in this section, shall be given opportunity to continue insurance coverage during the leave for a period not to exceed twelve (12) months provided that the premiums for such insurance program shall be paid by the bargaining unit employees on a monthly basis. Failure to provide a payment to the Board by the first of the month will result in termination of insurance benefits. Immediately following the twelve-month period, employees may elect COBRA coverage up to eighteen (18) months. Appd. 4/18/13)

Employees who resign or are terminated, but who complete their contract year, will have insurance extended through the last date of extended coverage made possible by prepayment. (Appd. 4/25/16)

Insurance programs provided by the District School Board shall be reviewed periodically by a Committee of Board designated members representing all classes of employees as well as two (2) representatives of the Sumter County Education Association. This committee shall make recommendations for improvements in insurance programs to the Superintendent for presentation to the District School Board for consideration.

2. The Board contribution toward insurance shall, in no event, exceed the single employee cost of the program in which the employee participates with Board contribution.

SALARY SCHEDULE F COMPENSATION-TRAINING/CURRICULUM DEVELOPMENT

If there is a variance between established compensation rate and/or travel and/or salary as stated in the County Salary Schedule and an approved federal project or state plan, the rate stated in the federal project or state plan shall prevail.

Since inservice points may be counted toward extension of certification, effective July 1, 2016, compensation of **\$15.00** per hour shall be paid on those programs when persons are requested by the Superintendent to attend, and then only for hours that are beyond the normal work day for teachers.

Employees attending educational training opportunities provided by the Board shall receive compensation based on **\$15.00** per hour, effective July 1, 2016.

Employees requested to develop curriculum plans and materials or other related activities (not training) shall be compensated based on the appropriate 196 day salary schedule at 80% of the hourly rate.

SALARY SCHEDULE G PART-TIME TEACHERS

Part-time bargaining unit employees shall be paid on the basis of the regular teachers' relevant salary schedule based on an hourly rate for the position on the salary schedule, with the exception of Adult Ed. general education teachers who shall be paid \$25 per hour (effective on ratification for new hires and July 1, 2014 for all Adult Ed. general education teachers.) Summer school employees providing direct instruction to students will receive their hourly rate under the adopted salary schedule. When listed for criteria application in the four areas below, Area of Specialization is defined as the acquisition of specific techniques through a program of training. The following factors shall be considered when employing part-time instructional employees in any of the programs listed below:

- Contribution teacher could make to students (Ratified 10/15/13)
- Qualifications/Certification
- Evaluation rating (Appd. 4/18/13)
- Opportunity for professional growth of teacher
- Educational program needs

SUMMER SCHOOL PERSONNEL OR EXTENDED YEAR – Application must be made by employees with the school center; the applicant must specify the school center/centers for which application is being made. In the event of a combined school site, the combined school shall be staffed in direct proportion to the number of students coming from each school. There must be enough students enrolled from a school in a combined site to earn at least one full unit. All additional units from that school will be determined using .51 or better as the criterion for adding another unit. (Ratified 6/27/02)

AFTER SCHOOL ALTERNATIVE TO SUMMER SCHOOL

ADULT PROGRAMS

OTHER INSTRUCTIONAL PROGRAMS

ADDITIONAL PERIOD INSTRUCTION

In extreme cases, a teacher may consent to teach an additional class period. If so, the teacher shall be paid a salary supplement equivalent to their hourly rate applied to the total minutes taught for that additional period.

SALARY SCHEDULE H PAID HOLIDAYS

The Board agrees to provide six (6) paid holidays for instructional personnel. The designated dates for holidays shall be set by the Board in compliance with Article 11. (Article Eleven).

The employee must be employed on the last working day preceding and the first working day following each paid holiday in order to be paid for the holiday.

SALARY SCHEDULE I TRAVEL SUPPLEMENT

Bargaining unit employees who are required to travel in the performance of assigned duties shall be paid a travel allowance based on rates established under F.S. 112.061

(7) (d) I.

SALARY SCHEDULE J EXTENSION OF WORK DAYS (DESIGNATED TEACHERS)

Any teacher may be employed more than 196 days (i.e. High School Agriculture Teachers may be employed 196 or 250 days per year) as appointed annually by the School Board. Their salary will be paid at their hourly rate on the relevant salary schedule for all additional hours/days worked. Bd. Appd. 10-15-13

SALARY SCHEDULE L JROTC SALARY SCHEDULE

(Bd. Appd. 11/02/04)

Military personnel (JROTC) will be paid under either the Federal Minimum Instructor Pay or the applicable share on the teacher salary schedule, whichever is greater. Current employees exceeding this schedule will have salaries frozen until such time as their salaries meet the JROTC Schedule.

APPENDIX B DUES DEDUCTION AUTHORIZATION

APPENDIX B DUES DEDUCTION AUTHORIZATION

FLORIDA EDUCATION ASSOCIATION*
213 South Adams Street
Tallahassee FL 32301

SY XXXX-XXXX

Sumter County Education Association
LOCAL ASSOCIATION #7464

SCHOOL OR WORK SITE _____

| | | |
|--|--|--|
| | | |
|--|--|--|

SOCIAL SECURITY NUMBER

Please print legibly

| | | | |
|--------------------|-----------|------------|-----|
| | LAST NAME | FIRST NAME | MI. |
| NAME | | | |
| ADDRESS | | | |
| CITY, STATE & ZIP | | | |
| HOME / CELL / HOME | | | |
| HOME E-MAIL | | | |

| Assn. | Annual Payment |
|--------------------|----------------|
| National | |
| State | |
| Service Unit | |
| Local | |
| Initial Year Total | |

\$--- x 24 Pay Periods

See Reverse Side for Codes

| | | | | | | | | | |
|--------------|----------------------|---------------|----------------------|------------|----------------------|-------------|----------------------|-------------------|--------------------------------|
| Subject Code | <input type="text"/> | Position Code | <input type="text"/> | Level Code | <input type="text"/> | Ethnic Code | <input type="text"/> | Method of Payment | <input type="text" value="2"/> |
|--------------|----------------------|---------------|----------------------|------------|----------------------|-------------|----------------------|-------------------|--------------------------------|

| | | | | | | | |
|----------|----------------------|---------------|-----|----------------|----------------------|-------------------|----------------------|
| Sex Code | <input type="text"/> | Date of Birth | / / | Reg. Vote Code | <input type="text"/> | Party Affil. Code | <input type="text"/> |
|----------|----------------------|---------------|-----|----------------|----------------------|-------------------|----------------------|

Payroll Deduction. I hereby authorize The Sumter County School District, according to the Collective Bargaining Agreement (CBA) with the Sumter County Education Association, and in accordance with Florida Statute 447.303, to deduct from my salary and transmit to said Association all dues and uniform assessments as have been annually certified by said Association, with the balance to be taken from the terminal check if employment is terminated before the end of the school year. I hereby waive all rights and claims to said monies deducted and transmitted in accordance with this authorization and relieve the School Board and all its officers from liability. This authority shall remain in full force and effect until revoked by me in writing, in accordance with the Collective Bargaining Agreement, giving thirty (30) days' notice to the Sumter County Education Association and the School Board of Sumter County.

MEMBER SIGNATURE _____ DATE _____ LOCAL ASSN. REPRESENTATIVE _____

* The Florida Education Association is an affiliate of the National Education Association, the American Federation of Teachers, and the AFL-CIO

APPENDIX C OFFICIAL GRIEVANCE FORM

OFFICIAL GRIEVANCE FORM

NAME _____

SCHOOL _____

HOME ADDRESS _____

STEP I

A. DATE CAUSE OF GRIEVANCE OCCURRED: _____

B. RELATES TO ARTICLE(S): _____ OF CONTRACT OR POLICY _____

C. STATEMENT OF GRIEVANCE: _____

D. RELIEF SOUGHT: _____

(Signature) (Date)

E. DATE RECEIVED BY IMMEDIATE SUPERVISOR _____

F. DISPOSITION OF IMMEDIATE SUPERVISOR

(Signature) (Date)

1 copy to immediate supervisor
1 copy to grievant

OFFICIAL GRIEVANCE FORM
Page 2

STEP II

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

(Signature)

(Date)

C. Position of Grievant and/or Association: _____

(Signature)

(Date)

STEP III

A. Date Received by Board or Designee: _____

B. Disposition of Board or Designee: _____

(Signature)

(Date)

OFFICIAL GRIEVANCE FORM

Page 4

STEP IV

A. Date Submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

Signature of Party
Submitting the
Grievance to Arbitration

Date

APPENDIX D EMPLOYEE TRANSFER REQUEST

PS-023
Rev 6/04

***SUMTER COUNTY
SCHOOLS***

**EMPLOYEE
TRANSFER
REQUEST**

I request a transfer from my present employment

Name : _____ Social Security #: _____ - _____ - _____
(Full Legal Name (as shown on SS Card))

Address: _____ City _____ Zip _____

PRESENT POSITION:

Job Title/Classification: _____

I now work _____ hours per day .
(# hours per day)

School/Work Center: _____ Grade Level/Subject: _____

REQUESTED POSITION:

Job Title/Classification: _____

This position has _____ work hours per day . (Funding Source Code): _____
(# hours per day)

School/Work Center: _____ Grade Level/Subject: _____

REASON FOR REQUEST:

EMPLOYEE'S SIGNATURE:

I understand that if a transfer is possible I will be given every consideration.

Employee's Signature

Date

SUPERVISOR'S APPROVAL:

EFFECTIVE DATE OF TRANSFER: _____
Date

Verify that the information above is correct, sign, & date

Verify that the information above is correct, sign, & date

Receiving Supervisor's Signature

Date

Current Supervisor's Signature

Date

DISTRICT USE ONLY

(DATES): Rec'd Per. Off.: _____ Board Approval: _____

NEW POSITION

Job Code #: _____ Board Denial: _____

REPLACEMENT VACANCY

Replacing: _____

Original Copy = District Personnel Office

APPENDIX F SICK LEAVE BANK APPLICATION

**SUMTER COUNTY SCHOOLS
SICK LEAVE BANK APPLICATION AND AUTHORIZATION FOR CONTRIBUTION**

Please return this form to the Sumter County Schools Finance Department when completed.

Employee Name School or Cost Center

Social Security Number

Position: Teacher____ Non-Instructional____ Administrative, Supervisory,
Confidential____

1. I hereby declare my participation in the Sumter County Schools Sick Leave Bank. I have been employed by the Sumter County School Board for at least one (1) year and have accrued at least five (5) sick leave days.
2. I hereby declare my contribution of one (1) sick leave day to the Sick Leave Bank understanding that day shall be removed from my personally accumulated sick leave balance.
3. I understand that, if I should withdraw from the Sick Leave Bank, I shall forfeit any sick leave already contributed.

Employee's Signature Date

Notice: All participating members shall be required to contribute an additional accrued day each time the bank falls below a 20 day balance (maximum twice per year). Membership in the Sick Leave Bank is voluntary. See Contract for Bank provisions.

APPENDIX G IRREVOCABLE LETTER of RESIGNATION AGREEMENT
Sumter County School Board
Irrevocable Letter of Resignation Agreement
(For FRS Investment Plan Employees Only)

As an FRS Investment Plan employee, I am entering into this agreement with the Sumter County School Board for the purpose of resigning/retiring effective _____, and establishing a date of eligibility for participating in the Bencor 401(a) qualified retirement plan effective _____.

I understand that I must meet eligibility requirements to receive terminal pay in accordance with Board policy 3430.03.

I agree to comply with the procedures set forth in the Board policy relating to the 401(a) plan, if I am eligible to participate in this program.

It is understood and agreed that my election to resign and retire from the Sumter County School Board is purely voluntary on my part and is given in consideration of the concurrent commitments of the Board as may relate to me under the 401(a) qualified retirement plan.

Printed Name

Employee Signature

Date

State of Florida, County of _____, on this _____ day of _____ personally appeared before me the above named person, who is personally know to me or who has produced _____ as identification and who did take an oath.

SEAL

Notary Public

Approved by the Sumter County School Board on _____.

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