

OFFICIAL

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE SCHOOL BOARD OF SUMTER COUNTY

AND

THE SUMTER COUNTY EDUCATION ASSOCIATION

EFFECTIVE

UPON

RATIFICATION

~~July 1, 2019 – June 30, 2022~~

July 1, 2022 – June 30, 2025

Rev. 11/2019
Rev. 12/2020
Rev. 02/2022

25.00 TERM AND CONDITIONS OF EMPLOYMENT

25.01 This Agreement shall be effective as of July 1, ~~2019~~ **2022**, and shall continue in effect through June 30, ~~2022~~ **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~~ **2023**, 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.

APPENDIX A: SALARY SCHEDULES/PAY PLANS

SALARY SCHEDULE A(1) :GRANDFATHERED TEACHER SALARY PAY SCHEDULE

SALARY SCHEDULE 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:

$$(\#GF-E) \times 4.0\% \text{ .938X} + (\#GF-HE) \times 4.2\% \text{ 1X} + (\#P-E) \times 4.0\% \text{ .938X} + (\#P-HE) \times 4.335\% \text{ 1.25X} = \text{Budgeted } \$\$$$

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 ~~schedule~~ teacher will receive a salary adjustment of ~~4.2%~~ **1X** and an effective (E) grandfathered ~~schedule~~ teacher will receive a salary adjustment of ~~4.0%~~ **.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 SCHEDULE

A(2) GRANDFATHERED PSYCHOLOGIST SALARY PAY SCHEDULE

SALARY SCHEDULE 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:

$$(\#GF-E) \times 1.0X \text{ .938X} + (\#GF-HE) \times 1.2X \text{ 1X} + (\#P-E) \times 1.0X \text{ .938X} + (\#P-HE) \times 1.335X \text{ 1.25X} = \text{Budgeted } \$\$$$

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 ~~schedule~~ psychologist will receive a salary adjustment of ~~1.2X~~ **1X** and an effective (E) grandfathered ~~schedule~~ psychologist will receive a salary adjustment of ~~1.0X~~ **.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

YR	<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:

$$(\#GF-E) \times 4.0\% \text{ .938X} + (\#GF-HE) \times 4.2\% \text{ 1X} + (\#P-E) \times 4.0\% \text{ .938X} + (\#P-HE) \times 4.335\% \text{ 1.25X} = \text{Budgeted } \$\$$$

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 ~~4.0%~~ **.938X** and a Highly Effective Performance Pay Plan teacher or psychologist will receive a salary adjustment of ~~4.335%~~ **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.

SALARY SCHEDULE 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.

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 II. ACADEMIC

11. District Critical Shortage Area Instructional Personnel:

c. Reading/Literacy Coaches \$1500
(Endorsed or certified)

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.)

SALARY SCHEDULE E INSURANCE SUPPLEMENT

INSURANCE SUPPLEMENT FOR ALL EMPLOYEES COVERED BY COLLECTIVE BARGAINING

Effective ~~1-1-2021~~, **1-1-2023** a maximum of ~~\$481.66~~ **\$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.

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.

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.

Memorandum of Agreement Items

Under Florida statutes, the employer and bargaining unit are permitted to enter into agreements, Memoranda of Agreement (MOAs) concerning issues that arise between contract negotiations. Those MOAs are presented at the next ratification vote.