

Official Agreement Between  
**SEMINOLE EDUCATION ASSOCIATION, Inc.**

And

**THE SCHOOL BOARD of SEMINOLE COUNTY**

Sanford, Florida

July 01, 2022 - June 30, 2024

Amended September 19, 2023



Seminole County

**SCHOOL BOARD OF SEMINOLE COUNTY**

Kelley Davis  
Autumn Garick  
Kristine Kraus  
Amy Pennock  
Abby Sanchez

**SUPERINTENDENT OF SCHOOLS**

Serita D. Beamon, Superintendent

**MANAGEMENT NEGOTIATIONS TEAM**

Dawn Bontz, Director of Employee and Governmental Relations, Chief Negotiator  
Dr. Anna-Marie Cote, Deputy Superintendent of Instructional Excellence and Systems  
Mark T. Russi, Assistant Superintendent of Human Resources  
Tim Bargeron, Chief Financial Officer  
Heather Medve, Director of Staffing Position Management/FTE  
Amy M. Smith, Human Resources Coordinator  
John Antmann, Human Resources Coordinator  
Robert Frasca, Principal, Hagerty High School  
Martina Herndon, Principal, Eastbrook Elementary

**SEMINOLE EDUCATION ASSOCIATION NEGOTIATIONS TEAM**

Thomas Bugos II, President  
Angela Dawson, Chief Negotiator  
Brian Spoon, Eastbrook Elementary School  
Kim Dansereau, Hagerty High School  
Nan James, Sabal Point Elementary  
John Rieglmayer, Indian Trails Elementary  
William Dishman, Hagerty High School

# TABLE OF CONTENTS

1

PREAMBLE.....	2
ARTICLE I - RECOGNITION .....	2
ARTICLE II - DEFINITIONS .....	3
ARTICLE III - ACADEMIC FREEDOM .....	4
ARTICLE IV - ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES .....	4
ARTICLE V - CLASS SIZES, TEACHING LOADS AND ASSIGNMENTS .....	9
ARTICLE VI - COMMUNICATIONS.....	11
ARTICLE VII - COMPENSATION AND EXPENSES.....	11
ARTICLE VIII - CONTRACT STATUS.....	15
ARTICLE IX - CURRICULUM AND INSTRUCTION .....	17
ARTICLE X - DAYS AND HOURS.....	17
ARTICLE XI - DISCIPLINE .....	21
ARTICLE XII - DRUG FREE WORKPLACE-REASONABLE SUSPICION DRUG ALCOHOL TESTING .....	23
ARTICLE XIII - GRIEVANCE PROCEDURE .....	26
ARTICLE XIV - INCLUSION.....	28
ARTICLE XV - JOB SHARING .....	28
ARTICLE XVI - LEAVES AND TEMPORARY DUTY .....	30
ARTICLE XVII - MANAGERIAL RIGHTS AND RESPONSIBILITIES .....	35
ARTICLE XVIII - NEGOTIATION PROCEDURES AND GUIDELINES .....	36
ARTICLE XIX - OTHER FRINGE BENEFITS.....	37
ARTICLE XX - PERFORMANCE-BASED-PAY .....	42
ARTICLE XXI - PERSONNEL FILES .....	43
ARTICLE XXII - POLITICAL ACTIVITY .....	44
ARTICLE XXIII - PRE-SERVICE AND PROFESSIONAL DEVELOPMENT .....	44
ARTICLE XXIV - PROFESSIONAL SPECIALISTS.....	44
ARTICLE XXV - PROMOTIONS.....	44
ARTICLE XXVI - REDUCTION IN FORCE .....	45
ARTICLE XXVII - SATURDAY AND WEDNESDAY SCHOOL HIRING PROCEDURES .....	46
ARTICLE XXVIII - SUBSTITUTE TEACHERS .....	46

ARTICLE XXIX - SUMMER EMPLOYMENT VARIATIONS .....	46
ARTICLE XXX - SUMMER SCHOOL HIRING PROCEDURES .....	47
ARTICLE XXXI - SUPPORT OF TEACHERS.....	49
ARTICLE XXXII - TEACHER EVALUATION/CONTINUOUS IMPROVEMENT .....	49
ARTICLE XXXIII - TRANSFERS AND VACANCIES.....	53
ARTICLE XXXIV - WORKING CONDITIONS.....	55
ARTICLE XXXV - TERM OF AGREEMENT .....	58
Appendix A – Grievance Form .....	59
APPENDIX B - SUPPLEMENTS .....	60
2023-2024.....	60
Appendix C – Salaries and Compensation .....	64
Appendix D - Teacher Salary Placement.....	65
2023-2024 Teacher Placement Schedules.....	65
APPENDIX E - PAYROLL SCHEDULE.....	66
2023-2024.....	66
APPENDIX F – Student Calendar .....	67
2023-2024.....	67
APPENDIX G - KidZone and Beyond Program .....	68
APPENDIX H - MEMORANDA of UNDERSTANDING .....	69
Emergency Sub Pay MOU .....	69
Career and Technical Student Organization MOU.....	70
Digital Tools MOU .....	72
VPK Supplement MOU.....	73
INDEX .....	74

## PREAMBLE

The School Board of Seminole County, Florida hereinafter referred to as the "Board", and Seminole Education Association, thereafter referred to as the "Association", confirm that:

WHEREAS, the bargaining agent for the Association and the chief executive officer of the Board have agreed to bargain collectively, and in good faith, in the determination of the wages, hours and terms and conditions of employment of the public employees within the bargaining unit, and now, having reached agreement on all such matters, desire to execute this contract covering such agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE I - RECOGNITION

A. The Board recognizes the Teacher Bill of Rights:

It is understood that a positive work environment is in the best interest of all members of Seminole County Public Schools, from the Office of the Superintendent to the students of this school district. In order to ensure this positive work environment, the Board and the Association agree that the following eight (8) statements, known as the Teacher Bill of Rights, will be followed without exception. It is also agreed that the burden of following these Teacher Bill of Rights will be placed on the school's administration.

1. Teachers shall have the right to plan time as stated in Article X.
2. Teachers shall have the right to a duty-free lunch as stated in Article X.
3. Teachers shall have the right to an unscheduled Wednesday free of meetings as stated in Article X.
4. Teachers shall be only required to work their contract hours except as stated in Article X and stated during preplan at the school site.
5. Teachers have the right to be treated with civility and respect as stated in Board Policy 6.501.
6. Teachers shall be informed of the purpose for any meeting that they are required to attend.
7. Teachers have the right to union representation at any investigatory meeting/interview that may lead to any disciplinary action from administration. These rights are known as the Weingarten Rights (NLRB v. J. Weingarten, Inc., 420 U.S. 251 (1975)).
8. Teachers have the right to a work environment free of all forms of harassment or discrimination as stated in, but not limited to, Board Policy 6.06 and 5.421.

B. The Board recognizes the Association as the exclusive bargaining agent for all certified personnel whether on active status or on leave as certified by the Florida Public Employees Relations Commission Order Number 8H-RA-754- 1001, as subsequently amended by PERC. The Board further recognizes that only agreements resulting from collective bargaining in the determination of wages, hours, and terms and conditions of employment will be considered binding in this contract.

The bargaining unit shall include the following teacher-based employees who are certified or awaiting certification:

- |                                    |  |
|------------------------------------|--|
| Classroom Teachers                 | Guidance Counselors                                |
| Deans                              | School Social Worker I                             |
| ESOL Teachers                      | School Social Worker II                            |
| Audiologists                       | Exceptional Child Teachers                         |
| Work Experience Follow-up Teachers | Media Specialists                                  |
| Adaptive PE Specialists            | Job Entry Coordinators                             |
| Vocational Teachers                | School Psychologists                               |
| Drop-out Prevention Teachers       | Occupational Specialists                           |
| Homebound Chair                    | Physical Therapists                                |
| Staffing Resource Teachers         | Occupational Therapists                            |
| Teacher-Tech Facilitator           | PreK Early Intervention Program Parent Facilitator |
| Homebound Teachers                 | ROTC Instructor                                    |
| Part-Time Teachers                 | Athletic Trainer                                   |

Registered Nurse  
Registered Nurse Lead  
Teacher - In-School Suspension

SCPS Virtual  
Teacher - Testing Coordinator  
ESE Support Facilitator

## ARTICLE II - DEFINITIONS

Terms used in this Agreement shall be defined as follows:

**Administrative Rules**--That body of regulations adopted by the Florida State Board of Education to clarify and implement state statutes which relate to education in the State of Florida.

**School Administrator** -- (1) School principals who are staff members performing the assigned activities as administrative head of a school and to whom have been delegated responsibility for the coordination and administrative direction of the instructional and non-instructional activities of the school. (2) Assistant Principals who are staff members assisting the principal of the school. Defined in Florida Statutes 1012.01 (3)(c).

**Agreement**--The document which delineates the items and terms which were mutually agreed to as the result of collective bargaining.

**Appendices**--Supplemental materials which are part of any article which refers to them.

**Collective Bargaining**--The employee organization and employers shall bargain collectively in the determination of the wages, hours, and terms and conditions of employment of the public employees within the bargaining unit. Defined in Florida Statutes 447.309 (1).

**Bargaining Agent**-- The employee organization which has been certified by the Public Employee Relations Commission as representing the employees in the bargaining unit as provided in F. S. 447.

**Bargaining Unit**--That group of personnel so defined in Article 1 - Recognition.

**Board** -- District school boards shall operate, control, and supervise all free public schools in their respective districts and may exercise any power except as expressly prohibited by the State Constitution or general law. Defined in Florida Statutes 1001.32 (2).

**Break-in-service** -- Any separation in employment status

**Certified Personnel**--Those granted a license to teach by the Florida State Department of Education. Certification of Bargaining Agent--Refers to the designation by P E R C of an employee organization as the exclusive representative of the employee in an appropriate bargaining unit.

**Contract Hours** -- Actual hours contracted.

**Emergency**--An emergency is a sudden or unexpected occurrence or combination of occurrences demanding prompt or immediate action.

**Fiscal Year**--July 1 of one year through June 30 of the following year

**Good Faith Bargaining** -- Shall mean, but not be limited to, the willingness of both parties to meet at reasonable times and places, as mutually agreed upon, in order to discuss issues which are proper subjects of bargaining, with the intent of reaching a common accord. It shall include an obligation for both parties to participate actively in the negotiations with an open mind and a sincere desire, as well as making a sincere effort, to resolve differences and come to an agreement. Defined in Florida Statutes 447.203 (17).

**Hourly Rate** -- Amount of pay per hour worked by an employee. Just Cause -- is a legally sufficient reason.

**PERC**--The Public Employees Relations Commission created by Chapter 447, Florida Statutes.

**PLC**- a professional learning community (PLC): An ongoing process in which educators work collaboratively in recurring cycles of collective inquiry and action research to achieve better results for the students they serve. PLCs operate under the assumption that the key to improved learning for students is continuous, job-embedded learning for educators. (Doufour, Doufour, Eaker & Manny, 2006)

**Pool** -- A group of employees eligible for reappointment in a particular position.

**Professional Specialist** -- An employee who possess unique or elevated skills, education, and/or experience in a particular field.

**Shall/Will** -- For the purposes of this agreement, shall and will refer to “has a duty to” or “is required to”.

**Spouse** -- The term “spouse” means a husband or wife as defined by the laws of the State of Florida.

**Student Contact Time** -- That time when teachers are assigned control of students.

**Teacher**--When used in this Agreement shall refer to all certificated personnel represented by the Association in the bargaining unit.

**Vital School Service** -- Services required to meet educational needs of students.

**Work Center**--The place an employee normally reports for work.

**Working Hours**-- Those specified hours when employees are expected to be present and performing duties allowable under the law and not in conflict with this Agreement. This does not include lunch break.

### **ARTICLE III - ACADEMIC FREEDOM**

A. The Board and the Association agree that effective teaching and learning is best promoted when each teacher is free to pursue in his/her class the most effective teaching possible within the accepted and established educational program of the district, which includes standards-based instruction using standards-aligned materials and teacher-selected, research-based practices consistent with the district’s instructional model. The district’s published framework for a course is created by an ongoing collaboration of teachers as a model example of implementation of the educational program of the district.

Therefore, it is the mutual desire of the Board and of the teachers to create and maintain in the school system a climate in which teachers are free to teach and students are free to learn.

B. The principle of academic freedom implies that a teacher must teach with an understanding and respect for each pupil.

C. The teacher is entitled to freedom in the classroom in discussing his/her subject. In order to assure the general continuity, scope, and sequence of the established curriculum within the concept of academic freedom, the teacher shall conduct instructional programs in a manner consistent with the objectives of the course.

D. It is recognized that controversial issues arise from conflicts within the interest, beliefs or affiliations of large groups of our citizens. When controversial subjects arise in the classroom, the teacher shall exercise extraordinary care in engaging in discussion of these subjects. Before allowing or engaging in discussion of these subjects, the teacher shall be certain he/she has sufficient background in the area proposed for discussion.

### **ARTICLE IV - ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES**

A. The Board hereby agrees that every employee within the bargaining unit shall have the right freely to organize, join, and support the Association. As a duly elected body exercising governmental power under color of law of the State of Florida, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of rights conferred by this agreement, the Laws of Florida, or the Constitutions of Florida and the United States; that will not discriminate against any teacher with respect to wages, hours, terms and conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective bargaining with the Board, any grievance, complaint or proceeding under this agreement.

B. The provisions of this Agreement shall be applied without regard to race, creed, color, religion, national origin, age, sexual orientation, marital status, or disability. Membership in the Association shall not be denied to any teacher because of race, creed, color, religion, national origin, age, sexual orientation, marital status, or disability.

C. Collaborative Improvement Team/Building Committee

Prior to the last day of pre-planning, a Collaborative Improvement Team or a Building Committee will be implemented at every cost center. A majority vote of the faculty will decide which of the two it selects. During pre-plan the administration will provide time during a faculty meeting for the Association representative to conduct the vote without administration present if administration is notified in advance of the meeting by the faculty representative.

## 1. Building Committee

The Building Committee in each school will develop guidelines and procedures for the operation of such committee.

The goal of the Building Committee is:

To foster a positive climate of problem solving whereby the entire faculty feels comfortable sharing ideas, concerns, and resolutions to benefit the school, faculty, and the students they serve.

The team is charged to:

- Address working conditions/contractual issues
- Ensure that all employee voices are heard

The team will consist of the following:

- The Association faculty representative, and
- Three to seven teachers nominated in a general faculty meeting and elected by a secret ballot vote of all the teachers of the faculty.

At the first possible time during pre-planning, the faculty representatives will conduct the above election of the additional committee members.

The elected members of the committee will serve as representatives of the teachers working at the site. The elected members of the committee will be charged with bringing the concerns of the entire faculty to the site's Building Committee meetings.

The committee will meet as needed but not less frequently than monthly with the principal to make suggestions related but not limited to the interpretation and application of this agreement. These meetings and suggestions will not bypass the negotiations or grievance procedures.

The site's Association Faculty Representative will submit the committee's suggestions to the principal. The principal will provide a written response of such suggestions to the Building Committee which may be submitted to the Superintendent and the Association President and distributed to the site's staff by the Association's faculty representative.

## 2. Collaborative Improvement Team

The Collaborative Improvement Team (CIT) will develop guidelines and operating procedures, that include voting of a chair and secretary, to enhance an effective operation consistent with the principles of collaboration.

The goal of the (CIT) is:

To foster a positive climate of continuous improvement, collaboration, and problem solving whereby the entire staff feels comfortable sharing ideas, concerns, and resolutions to benefit the school, staff, and the students they serve.

The team is charged to:

- Plan/Approve the school calendar for the year including, but not limited to, professional development, scheduled meetings, etc.
- Make recommendations regarding school policy and procedures
- Review practices, procedures, and requirements that would value both the quality and quantity of designated planning time
- Address working conditions/contractual issues
- Ensure that all employee voices are heard in the decision-making process.

The team will consist of the following:

- The principal
- An Association faculty representative
- Three to seven teachers nominated in a general faculty meeting and elected by a secret ballot vote of all the teachers of the faculty
- To ensure a broad representation of the faculty and staff, up to three additional people may be appointed to the team. Appointments should follow the above agreed upon guidelines and operating procedures.

The Director of Employee Relations and/or SEA leadership will meet with the team should assistance be requested.

D. The Superintendent and/or his/her designee(s) and representatives of the Association shall meet on at least a monthly basis regarding concerns of either or both parties. These meetings will not bypass the negotiation process or grievance procedure.

E. Should the Florida Statute change to allow dues to be deducted through the employee payroll, the parties will schedule a meeting within a reasonable amount of time to enter into negotiations to restart the ability to deduct dues from employee payroll for the start of the next contracted school year.

#### F. Use of Facilities

1. The Association's Building Unit may be permitted use of its school facilities for the purpose of conducting professional meetings. Such meetings shall be arranged in advance with the principal of the school and permission shall not be unreasonably denied. If a request is denied an appeal may be filed with the Director of Employee and Government Relations for review.

2. The Association Faculty Representative will be given thirty minutes to address the faculty during preplan for the purpose of informing teachers to of any changes made to this contract and any other Association business. Prior to the first day of pre-plan the Association Faculty Representative will meet with the Principal to schedule a mutually agreed upon time for the Association Faculty Representative to present the faculty. The Principal will ensure that the Association's time slot will not be scheduled as the last meeting, on the last day of pre-plan. It is expressly understood that faculty members are not required to attend Association presentations.

The Association's faculty representative and/or his/her designee shall be entitled to hold an association meeting not to exceed sixty (60) minutes for the purpose of contract familiarization for ratification before, during or after the teacher duty day except during a period of assigned duty.

A second meeting may be held later in the school year for the specific purpose of presenting the joint legislative positions of the Board and the Association for the forthcoming legislative sessions. Attendance at such meeting shall be voluntary. No meeting shall be scheduled without prior approval of school administration.

3. The Association, with the administration's or principal's consent, shall be permitted to use the school district buildings during non-contracted time for the purpose of holding Association meetings which include teachers other than those on the school staff, provided the Association bears the cost of janitorial services or damage due to negligence of the Association.

4. Further, such visits to the school centers shall not interfere with either the teaching duties or the instructional program as determined by the principal of that school. Such determination shall be grievable. The Association president and/or UniServ staff will notify the administration of the school center at the beginning of his/her visit.

#### G. Association Full-Time Release President

1. Should the Association decide to have a full-time release president, the Board shall place this teacher in the status of teacher on assignment. The Board will continue to pay the president's regularly contracted salary and benefits. The president shall continue to receive a salary adjustment, if eligible, while on assignment.

2. The Association shall reimburse the Board 100% of the full-time released president's salary and benefits. Payment shall be remitted on August 1, December 1, and March 1 of each fiscal year.

3. Upon completion of the term(s) as president, the teacher shall be given his/her position in the same school. If this is not possible, he/she may be given a comparable position.

4. The Association President shall have the discretion to designate use of up to eighteen (18) paid Association (administrative) Leave days each year by giving advance written notice to the Superintendent or the Superintendent's designee of the day(s) to be used, the person(s) using the leave, and a general purpose for use of the leave. Additionally, six (6) days shall be permitted for the sole purpose of elections and/or ratifications. To be eligible for this leave the person may not have used more than six (6) student attendance days for sick/personal during the current school year without approval from the Director of employee and Government Relations. The cost center administrator or director may limit the number of individuals released per this provision to avoid excessive interruptions of programs and services. To avoid these interruptions, the Association will make every reasonable effort to provide the cost center administrator with ten (10) day notice of when an employee will be out on a leave day. The Association shall reimburse the district 100% of the salary and benefits for the absent person(s)'s and substitute(s) if a substitute was used during the absence(s). If such reimbursement is due, The Association shall pay it within fourteen (14) calendar days of having received an invoice from the district for such payment.

5. The Superintendent or the Superintendent's designee has the authority to grant release time to any employee carrying out Association business when the Superintendent deems it in the best interest of the school district to do so.

H. The Association shall be given a place on the agenda at the beginning of any large group professional development meeting (i.e., New Teacher Orientation) for the purpose of welcoming the teachers back for the new school year. If new employee orientation(s) occur during the school year, the District will notify the Association three (3) weeks before the orientation(s). Subsequently, the Association will inform the District two (2) weeks prior, with their intent to attend the orientation session. The SEA President, or his or her designee, will be given the same opportunity to speak to new employees at the district-wide orientation.

I. The rights and privileges of the bargaining unit, acting as the representatives of the teachers, as set forth in this contract shall be granted only to the said unit for the duration of this agreement.

J. Duly authorized representatives of the Association shall be permitted to conduct official Association business for the maintenance of this contract, on school property, provided that this shall not interfere with or disrupt normal school operations. Duly authorized representatives of the Association shall be permitted to meet with members of the bargaining unit, on school property, during duty free lunch. The standard procedure for Association building visitations shall be notification of the administration by the Association representative(s) prior to his/her arrival and such visitation shall proceed upon mutual agreement between the administration and the Association representatives.

K. The Board agrees to furnish the Association, in response to reasonable request, available information concerning the financial resources and conditions of the school district. Consideration and assistance will be given in providing information to the Association.

L. When the Association requests at least eight (8) days in advance of a stated meeting, an item(s) which it desires to be brought to the Board for consideration, such item(s) shall be placed on the agenda so as to be considered by the Board as early as possible during the proceedings of that meeting. Two (2) copies of the agenda shall be mailed to the S.E.A. office seventy-two (72) hours prior to each meeting.

M.1. An Association faculty representative shall be invited to make announcements at each building faculty meeting.

2. The S.E.A. faculty representative may hold a meeting during non-contract time for the purpose of Association business. Attendance at any S.E.A. faculty meeting shall be strictly voluntary. The S.E.A. faculty representative or his/her designee shall chair this meeting.

N. Any involvement of the School Board into the private and personal life of an employee shall be of no concern of the Board unless there is evidence that such activities affect the job performance of the teacher. Any disciplinary action taken by the Board as a result of the above shall be consistent with the Florida School Code.

O. Upon written request by the Association staff or in the absence of the staff, the Association president, the Board shall furnish, at no cost to the Association, copies of any documents needed for the purpose of contract enforcement and negotiations. These documents shall include, but not be limited to, printouts, materials contained in personnel files, letters, memos, School Board agenda packets, School Board policies, and other types of manuals as may be necessary. Copies of documents requested by an attorney or other outside legal representative will be furnished pursuant to School Board policy, governing law, and statutes. Should the Association request information which would require the creation of a program to produce the requested information, and the Board does not intend to utilize the information requested, the Association will be billed for the time of the employee who is assigned to create the program. Such billing shall be at the employee's regular hourly rate of pay.

## P. Investigation of Complaints

1. A complaint is a statement of inappropriate or improper conduct or misconduct made by a person or group of persons against a teacher or group of teachers. Knowledge of inappropriate or improper conduct or misconduct may also arise from an independent law enforcement agency investigation where due process standards have been observed.

2. Before any investigation of a complaint begins, the complainant(s) will be encouraged to reduce the complaint to writing, sign and date the complaint, and provide appropriate contact information. However, the complainant(s) will not be required to provide the complaint in written form as a prerequisite to an investigation unless otherwise required to do so by law. The recipient of an unwritten complaint will reduce the complaint to writing. The complaint must be specific about the matters on which the complaint is based. No formal disciplinary action shall be undertaken until the complaint has been investigated by the School District and the facts verified in writing.

3. a. The cost center administration, or appropriate district level administrator, shall complete its investigation, reach a decision as to probable cause, provide a copy of the complaint and the investigative findings to the teacher, and maintain the investigative findings pursuant to applicable Florida Statutes.

b. If disciplinary action is to be taken or recommended as a result of an investigation, the decision or recommendation must be made within the following time limits:

- i. Any verbal or written reprimand or form of greater discipline must be issued to the teacher within the prescribed timelines as established in statute, policy, and/or contract language. Pursuant to F.S. 1012.31 (3)(a)1, any investigation of a complaint shall be presumed to be inactive if no finding relating to probable cause is made within 60 days after the complaint is made. A copy of any documentation obtained as a result of a complaint/investigation shall be provided to the teacher at the conclusion of the investigation.
- ii. Any recommendation for a suspension without pay and/or termination must be made by the Superintendent within ten (10) days of the date upon which the teacher is given a copy of the final investigative findings.
- iii. The Association and District agree that a teacher is innocent until proven guilty; therefore, should it become necessary for a teacher to be escorted off campus, every reasonable effort shall be made to be discrete.
- iv. Any teacher may be suspended with pay pending investigation of a complaint, at the discretion of the Superintendent for a period extending to and including the day of the next regular or special meeting of the School Board. Such suspension shall not be deemed to be discipline. The School Board may terminate or continue the suspension with pay as recommended by the Superintendent. In the event probable cause is not found or the charges are dismissed the teacher, who recognized a loss of salary due to the suspension without pay, shall be immediately reinstated, and paid all back pay and benefits. The Superintendent may suspend a teacher, without pay for just cause, up to and including the appropriate number of hours equivalent to five (5) workdays, which shall be reviewable through Step III of the grievance procedure.
- v. If the investigation is concluded with the finding that there is no probable cause to proceed further and with no disciplinary action taken or charges filed, a statement to that effect signed by the responsible investigating official shall be attached to the complaint, and a copy provided to the teacher.
- vi. Any investigation of a complaint shall not be deemed an observation for evaluation purposes. However, if appropriate, a finding may be reflected on a subsequent general assessment and/or annual evaluation.

## Q. Teacher Protection During School Hours

The District and Association agree that the "Jeffrey Johnston Stand Up for All Students Act", protects all teachers from certain harms. For the purposes of this section. F.S.1006.147(3)(a-c) states the following:

(a) "Bullying" includes cyberbullying and means systematically and chronically inflicting physical hurt or psychological distress on one or more students may involve:

1. Teasing;
2. Social exclusion;
3. Threat;

4. Intimidation;
5. Stalking;
6. Physical violence
7. Theft;
8. Sexual, religious, or racial harassment
9. Public or private humiliation; or
10. Destruction of property;

(b) "Cyberbullying" means bullying through the use of technology or any electronic communication, which includes, but is not limited to, any transfer of signs, signals, writing, images, sounds, data or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic system, photoelectronic system, including, but not limit to, electronic mail, internet communication, instant messages or facsimile communications. Cyberbullying includes the creation of a webpage or weblog in which the creator assumes the identity of another person, or the knowing impersonation of another person as the author of posted content or messages, if the creation or impersonation creates any conditions enumerated in definition of bullying. Cyberbullying also includes the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons, if the distribution or posing creates any of the conditions enumerated in the definition of bullying.

(c) "Harassment" means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a student or school employee that:

1. Places a student or school employee in reasonable fear of harm to his or her person or damage to his or her property;
2. Has the effect of substantially interfering with a student's education performance, opportunities or benefits; or
3. Has the effect of substantially disrupting the orderly operation of a school.

R. The Board will provide the Association with the names of all bargaining unit personnel with employee id number, name, worksite, work email, and personal email. In addition, address, home phone number, and cell phone number are provided unless exempt under Florida Statute 119.071. This list will be provided to the Association upon request to the Director of Employee and Government Relations/Personnel Services and provided to the Association within a reasonable amount of time. The report will include additions or deletions with date and reasoning of the deletion such as retirement, resignation, change of position, etc.

## **ARTICLE V - CLASS SIZES, TEACHING LOADS AND ASSIGNMENTS**

A. To produce optimal results for both pupils and teachers, the classes should be appropriate to the intellectual/emotional needs of pupils, the skills of teachers, the type of learning desired, and the nature of the subject matter

1. In making staffing pattern decisions, the administration will consider the views of the faculty and the F.T.E. funds available for a particular school.

2. The School Board and the Association agree that the class size maximums shall be satisfied pursuant to Florida Statute 1002.20 and 1003.03. Per Florida Statute 1002.20 the calculations for compliance for maximum class size pursuant to s.1003.03(4) is the average number of students at the grade level. When the average number per grade exceeds these limitations, additional faculty positions will be added to bring the class sizes within the above stated limitation.

Consistent with s.1003.01(14), the Department of Education shall identify from the Course Code Directory the core-curricula courses for the purpose of satisfying the maximum class size requirement.

(a) The maximum number of students assigned to each teacher who is teaching core-curricula courses in public school classrooms for prekindergarten through grade 3 may not exceed 18 students.

(b) The maximum number of students assigned to each teacher who is teaching core-curricula courses in public school classrooms for grades 4 through 8 may not exceed 22 students. The maximum number of students assigned to a core-curricula high school course in which a student in grades 4 through 8 is enrolled shall be governed by the requirements in paragraph (c).

(c) The maximum number of students assigned to each teacher who is teaching core-curricula courses in public school classrooms for grades 9 through 12 may not exceed 25 students.

3. Only classroom teachers teaching class size courses as defined in State Statute with a roster of students will be included in the calculation of class size.

4. The district will provide the Seminole Education Association a class size report which will include those teachers of class size courses as defined by State Statute by at the close of the survey two processing window. The District will provide SEA with a preliminary student count within a week after the day 10 count is reported.

B. Every effort will be made to level and average class size by the end of the fifth full week of the school year and no later than the October survey week.

C. The school administration will equally distribute amongst all classes ESE, ELL, and all tiered students with input provided, from teachers and/or guidance counselors.

D. No teacher will be assigned to teach for more than four (4) consecutive hours for secondary school or half (1/2) the teaching day or elementary schools without at least a fifteen (15) minute break (without students). A planning period or duty-free lunch shall be considered a break.

E. When the principal deems it necessary to make an out-of-field assignment, no teacher will be required to accept such an assignment until the principal has first sought a volunteer from within the school and the volunteer is acceptable to the principal.

Such out-of-field assignment will not result in an unfavorable evaluation due to the teacher's level of knowledge of content area.

F. Changes in assignment will not be made without prior discussion with the affected teacher. When a teacher is required to change rooms and the change requires moving supplies, materials and equipment, the employee will be given one (1) day for preparation providing this room change(s) affects no more than five percent (5%) of the teaching staff at one time.

Any teacher not receiving a paid day to move shall be awarded compensatory time as long as a substitute is not needed. This section does not apply to floating/roving teachers. Moving on weekends, vacations and holidays shall be strictly voluntary.

G. New approaches in staffing shall be determined in each school by the administration with input from the teachers and guidance counselors.

H. When reassignments of elementary teachers are made the following factors will be considered by the principal: student grade level of enrollment, program needs, interest in the curriculum and grade level, training and/or in-service in the specific grade level, experience in grade level, knowledge of grade level curriculum, and personal investment in grade level materials. Before reassigning a teacher, the building administrator will seek and consider volunteers to fill a vacant position before making their final decision. After one (1) year, the teacher may request a change in assignment.

I. Teacher reassignments will be kept to a minimum; however, should a change be necessary, the principal will conference with the teacher whose teaching assignment might be changed for the ensuing school year prior to the end of post-school. In the event a teacher's teaching assignment for the ensuing school year will be changed and the teacher has been reappointed by the Board and has accepted reappointment, the teacher will be notified of the change prior to the end of post-school including teachers assigned to teaming or inclusion programs whenever possible.

In the event a change is necessary after the last day of post-school but prior to the first day of pre-school of the following school year, the teacher will be notified as soon as practicable.

J. The school administration will assign no more than three (3) different preparations per day to a secondary teacher.

K. A teacher unable to perform the duties for a specific student field trip due to a physical or medical disability that is substantiated by a physician's statement shall be assigned appropriate duties to accommodate the disability.

If accommodations cannot be made to allow participation in the field trip which causes the teacher to remain on duty at the school site, the principal shall select a replacement teacher to cover the field trip.

L. Should a school be reconstituted, affected teachers will provide the District with three (3) schools they prefer to be placed at, regardless of school openings. The District will prioritize the affected teachers in their preferred schools before placing them at any other school.

## **ARTICLE VI - COMMUNICATIONS**

A. The Association shall have use of the school system mail service, including teacher mailboxes and district e-mail, for communication to teachers with the following stipulations:

1. The Association will furnish and use their own courier envelopes.

2. Materials sent shall not be derogatory against the system, the Board, or the Administration.

3. a. The Superintendent, Educational Support Team, and the Director of Employee Relations will receive a copy of any distribution made to a majority of teachers or group of teachers.

b. The principal or cost center supervisor will receive a copy of any distribution made to a majority of teachers within the building or cost center.

4. No material shall be sent through the courier, district e-mail, placed in mailboxes or posted on teacher bulletin boards which may be construed to be political in nature such as campaign literature; partisan positions; bumper stickers; candidate cards and flyers; political announcements and endorsements, etc. Legislative issues pending before the State Legislature and/or U. S. Congress shall be exempt from this position.

5. Violation of any of the above items may cost the Association its use of the mail system for the remainder of the contract. In the event the Superintendent determines there may have been a violation, the Association shall be notified and given ten (10) days in which to respond.

B. The Association office shall be a stop on the regular school system courier delivery route for a daily pick-up of pre-sorted, non-district-wide items and delivery of Association communication subject to the normal rules which apply to other work locations.

C. The Association shall be given access to a bulletin board, or a portion of one for its exclusive use in the faculty lounge or other areas frequented by teachers.

D. The school district will provide the Association the use of a district computer, printer, fax, phone, and voice mail on an as needed basis.

E. The Association's web site will be linked to the district's web site.

## **ARTICLE VII - COMPENSATION AND EXPENSES**

A. Annual salaries for Bargaining Unit members employed for the full contract year are listed in Appendix C of this agreement.

B. Summer school teachers, teachers as advisors in summer inservice activity, and teachers employed on extended contract will be paid on an hourly rate, exclusive of supplemental pay, based upon preceding year's contractual status times the number of hours and days they work.

C. Supplementary pay positions shall be those as set forth in Appendix B of this agreement. All supplements will be paid in accordance to provisions set forth in Appendix B.

D. Teachers shall have the option of receiving their pay over the length of their contract period (the 10-month pay plan) or a 12-month period (the 12-month pay plan). Teachers selecting to be paid on the 10-month pay plan will receive bi-weekly installments over the number of pay periods which occur from the start date of their contract period through the pay period which includes the last day of their contract period. Teachers selecting to be paid on the 12-month pay plan will receive bi-weekly installments for 12 months beginning with the pay period in which the contract start date occurs.

1. Teachers who were not on the payroll during the previous school year will be placed on the 10- month pay plan unless written notification of the selection of the 12-month pay plan is received in the Payroll Department by July 28th. Every employee in this category shall receive a written notice of this requirement. This shall include those on leave and new hires.

2. Teachers who were on the payroll during the previous school year may change their previous option provided he/she notifies payroll, in writing, prior to July 28th of the option desired for the coming school year. A written notification of this requirement shall be provided each employee with his/her final paycheck for the school year. Such option is irreversible for the fiscal year.

3. Payroll shall be distributed every other Friday. In the event a bi-weekly pay date would occur on a paid holiday, employees will be paid prior to the paid holiday.

Employees who elect to receive their pay over the length of their contract period will receive their final paycheck on the next regularly scheduled Friday pay date following their last contract date provided the last contract day is not a pay day.

4. Summer school teachers and others employed beyond one hundred ninety-six (196) days shall receive their salaries at regular bi-weekly intervals as adopted by the Payroll Department.

5. The annual gross salary and each supplement gross amount will be listed separately on each paycheck in addition to the listing of the total gross and net.

E. Any teacher hired or transferred to another cost center after the end of pre-planning shall be given at least one (1) paid day to be used for preparation prior to assuming a teaching load. Those teachers who are involuntarily transferred will be given one additional paid day to be used for preparation prior to assuming a teaching load.

F. A teacher who is not provided with an automobile and who is authorized to use his/her automobile in pursuance of assigned teaching duties and/or non-curricular duties, shall be reimbursed at the rate allotted state employees in accordance with Florida Statute 112. The Board shall not require teachers to transport students in their own automobiles on school-related activities.

G. Except as otherwise stated in this agreement, regular deductions from the employee's compensation in amounts as equal as possible, shall be deducted from each installment.

#### H. Vocational Teachers

Credit shall be given for verified work related experience for pay purposes up to 28 years.

#### I. Prior Teaching Experience

1. One (1) year of teaching service credit on the negotiated salary schedule is granted for each year of verified service in a school or college in which a bachelor's degree or higher, or certification is required and is approved, certified or regulated by a state or regional accreditation agency.

Such credit will only be granted if previously awarded to Seminole County Public School teacher-based employees.

2. Credit shall not be granted for less than one half (1/2) of a contractual year.

3. Compensation for prior teaching experience will be awarded at the start of the school year in which verification of the prior experience was received and approved.

J. Effective July 1, 2002, up to five (5) years of service credit shall be granted for verified military service.

K.1. In the event of a payroll error resulting in an underpayment to a teacher, the teacher shall be properly compensated retroactively. The retroactive period for back pay shall include the current year and up to a maximum of four (4) previous years.

The teacher shall receive the appropriate back pay, once this is brought to the attention of the Payroll Department and the error is verified, at the end of the next payroll period.

2. In the event of a payroll error resulting in an overpayment to a teacher, the teacher shall be notified in writing of such overpayment, noting the amount overpaid with an appropriate explanation. Repayment to the district shall be in a manner jointly agreed to by the Payroll Department and the employee, provided the total amount is repaid within a period of time not to exceed the length of time for which the overpayment was received. Repayment will be required for the period including the current year and up to a maximum of four (4) previous fiscal years.

3. All inquiries regarding an individual's pay will be responded to in writing after review by the Human Resources Department and the worksheet will be filed in their personnel file. It is understood by all parties that any overpayment waiver will only be considered if an incorrect written response to an inquiry was issued to the employee by the Human Resources Department.

4. Should an employee not have sufficient leave for an absence that occurs after checks have been printed, the employee's next paycheck will be reduced for the unpaid leave.

L. Each teacher employed in the following area of additional assignment will be paid as follows:

1. **Curriculum Revision** - he/she will be paid at the rate of fifteen dollars (\$15.00) per hour for days worked.

2. **Substitute Teachers (short-term)** - Teachers on extended personal leave without pay, not to include those on leave for medical reasons, who serve as "short-term" substitute teachers (not more than 29 consecutive days) and teachers who substitute for their job-sharing partner, shall be paid at a rate of ninety-nine and 76/100 (\$99.76) per day.

M. Any action to change a teacher from either continuing contract or professional service contract to annual contract shall not result in any reduction of compensation. Teachers employed in Seminole County subsequent to August 20, 1984, who have held a CC or PSC in another Florida County will be placed on the salary based on verified experience, for pay purposes only.

N. Advanced Degree

1. For those teachers hired to the District prior to July 1, 2011, salary adjustments shall be made for completion of advanced degrees earned during the school year upon receipt of the verification of the higher degree. The effective date of adjustment shall be the completion date of said advanced degree and in no case will precede July 1st of the fiscal year that the request for upgrade was submitted in writing.

2. For those teachers hired after July 1, 2011, salary supplements shall be made for the completion of an advanced degree which results in a subject area certification being issued/added to the teacher's Florida Educator Certificate. The effective date of the salary supplement shall be the completion date of said advanced degree and confirmation of subject area certification on the teacher's Florida Educator Certificate. In no case will the salary supplement precede July 1st of the fiscal year that the request for upgrade was submitted in writing.

3. Teachers who were hired to the District prior to July 1, 2011, and are pursuing a specific, planned Doctoral degree from an accredited institution and within the college of education of that institution or a planned Doctoral degree with completed course work within the planned doctoral program resulting in an area of certification according to the Florida School Code and the certification area can be utilized in the District's education plan in an area of certification shall be compensated at the Specialist level, to be titled M30 in the salary schedule.

The upgrade will be granted upon receipt of "Official Transcripts" documenting the thirty (30) semester hours of required course work towards said Doctoral degree or when specialization requirements are completed for an area of certification not to be less than thirty (30) semester hours into the planned Doctoral program. Courses used to obtain a Master's degree cannot be counted towards the Doctorate M/30 requirements. The effective date of adjustment shall in no case precede July 1st of the fiscal year that the request for upgrade was submitted in writing.

O. Calculation and Payment of Compensation

1. The annual salary as prescribed herein shall constitute the annual rate of pay for each position provided the employee works the full contract year. The amount of compensation due for each pay period shall be determined by dividing such annual rate by the number of paychecks selected by the employee for the work year. Such amount shall represent the entitlement of the employee at the end of each pay period, provided the employee has been on duty or on eligible paid leave during each workday in the pay period and is employed for the full contractual year. The daily rate of pay will be determined by dividing the annual rate of pay by the number of days established for the position.

2.a. In the event an employee should terminate during the contract year or take a leave of absence prior to the completion of his/her contract, the total number of days the employee was on duty or on eligible paid leave will be multiplied by the employee's daily rate of pay to determine the employee's total contract salary. The salary paid to date will be subtracted from the total contract salary and the balance will be paid to the employee in his/her final check.

b. In the event an employee should begin employment or return from an unpaid leave of absence later than the first required for the particular position, the total salary due to the employee will be calculated by multiplying the total number of actual workdays by the daily rate of pay.

The total salary will then be divided by the number of checks remaining for the "paid over contract" position to determine the biweekly rate of pay. The first and the last paycheck will represent a percentage of the employee's biweekly pay based on the number of actual workdays in the pay period.

c. In the event an employee who had previously elected to be "paid over 12 months" transfers into a position which results in a change of contract days, he/she will be placed on "paid over contract" basis.

d. In the event an employee changes positions which results in a different daily rate of pay, the total contract salary will be calculated by multiplying the daily rate of pay in each position, less any unpaid leave days the employee has taken. To establish the employee's biweekly rate of pay, the salary paid to date will be subtracted from the total contract salary. The balance will be divided by the number of checks remaining for the position. In the event an employee changes positions during a pay period the employee will be paid a prorated percentage of the established biweekly for the old and the new position.

3. In the event the employee has not been on duty or on paid leave for one (1) or more days, or fraction thereof, in the pay period, the compensation for that pay period shall be reduced for each hour not worked or fraction thereof on the basis of the employee's hourly rate of pay.

4. Fiscal year end calculation - The Finance Department will activate a computer program that will calculate an employee's fiscal year payoff ensuring that each employee is paid to their exact contract amount in their last regularly scheduled paycheck for the fiscal year.

P. When a middle school or high school teacher is requested by a school administrator to teach an additional period or weekly equivalent thereof in lieu of his/her planning period, and the teacher is in agreement, the teacher will be compensated per Appendix B or the prorated amount for the appropriate time taught as per supplement schedule, exclusive of other supplemental pay, as long as the additional period exists. In the event a teacher requests, in writing, to teach an additional period without additional compensation and the administration approves, the request will be granted. This section is applicable to a maximum of five (5) teachers at any school.

Q. By March 15 of each year, the Payroll Department shall submit to the Association via the Director of Employee Relations or his designee a listing including the date of the first check for each group within the bargaining unit and the proposed percentage of each check. If the proposal is acceptable, the Association shall notify the Director of Employee Relations or his designee of same in writing. If the proposal is not acceptable, the SEA President, one other person selected by the President, and the SEA staff shall meet with the Director of Employee Relations or his designee, and the Supervisor of Payroll to discuss alternative proposals. Such meeting will take place within four (4) weeks of the notification to the Board that their proposal is unacceptable.

R. Except in an emergency situation, as determined by the school administration, teachers will not be requested to leave their classroom to serve as an interpreter in a conference which concerns a student not assigned to that teacher's class. In cases where the teacher serves as an interpreter for students not assigned to their class rolls after the normal workday, the principal will provide compensatory time at a subsequent date provided it does not require the utilization of a substitute.

#### S. JROTC Instructors

JROTC instructors shall be paid in accordance with the teacher salary schedules based on the following calculation:

1. the military rate (minimum instructional pay) will be converted from 12 months to 10 months
2. an annual amount will then be determined which will be converted to the nearest appropriate step on the teachers' salary schedule at no loss
3. the next calculation will be to apply two additional steps above the no loss placement

Once placed on the schedule, using the above calculation, JROTC instructors will progress from year to year in the same manner as teacher's progress.

If documented changes are provided by the military clearly delineating that the MIP (minimal instructor's pay) has been increased significantly and would adversely affect his/her present placement on the teachers' salary schedule, the district would then reevaluate the instructor's salary and adjust appropriately on the teachers' salary schedule.

T. A teacher whose car is vandalized while on school board property during the performance of assigned duties shall have up to \$200.00 of his/her actual damages paid by the Board. In order for the teacher to receive reimbursement, the teacher must submit a copy of the paid repair bill and the police report to the Risk Management Department for approval. A T-based employee whose primary job responsibilities involve home visitations will be covered by this provision during the performance of his/her assigned duties.

U. Twenty dollars (\$20.00) per hour/class period shall be paid to any teacher who, in an emergency situation, is assigned by an administrator/designee to take another teacher's class in the absence of a substitute. It is not the intent to use the assignment process to take the place of hiring substitutes.

#### V. Stipends for Inservice

1. An employee who attends district inservice programs that are conducted outside the regular duty day shall be compensated at the rate of \$100.00 for a six-hour inservice and \$50.00 for a three-hour in-service.

2. Attendance at an inservice conducted outside of the duty day shall be strictly voluntary.

3. Notification of inservice opportunities shall be posted in a prominent place, the location of which shall be made known to the faculty during pre-planning.

4. Application to attend an inservice shall be submitted to Professional Development in accordance with procedures defined by the Professional Development Department.

5. Employees submitting applications for an inservice and who meet the established criteria contained in the inservice posting shall be selected to attend on a first come, first serve basis.

6. The School Board will supply the SEA with the total amount of funds expended for inservice stipends at the end of each school year. The SEA will also be provided with a list of teachers who attended inservice programs for stipends and their cost center numbers.

7. Stipends will be provided for all three or six-hour District initiated inservice programs outside of the workday until the allocated funds in the stipend budget have been expended. Stipends will be provided for three or six -hour school-initiated in-services which are supported by grants. All other in-services will not have a stipend attached to them.

W. Newly hired employees will be required to attend up to two days of inservice prior to the first teacher workday (preschool) with no additional compensation. After the start of the school year, newly hired employees will be required to attend at least one additional day, but no more than two additional days with no additional compensation.

#### X. Extended Day Care Program

The School board will provide discounted rates for all employees. Additionally, the ad hoc committee established in 2008/09 will continue to meet and evaluate the current KidZone and Beyond Program and make recommendations as necessary. See Appendix F.

### ARTICLE VIII - CONTRACT STATUS

#### A. Probationary Employee

1. Probationary employment shall be in accordance with Florida Statutes.

2. Pursuant to Chapter 1012.335, Florida Statutes, Instructional Personnel newly hired to the district shall be awarded a probationary contract for a period of one (1) school year. A probationary contract may not be awarded more than once to the same employee unless the employee was rehired after a break in service for which an authorized leave of absence was not granted. A probationary contract shall be awarded regardless of previous employment in another school district or state.

3. It is expressly understood and agreed that neither the probationary contract teacher nor the School Board owes any further contractual obligation to each other after the termination date specified in the individual teacher's contract regardless of the effectiveness or quality of a teacher's performance.

#### B. Annual Contract Teachers

1. Annual contract employment shall be in accordance with Florida Statutes.

2. Pursuant to Chapter 1012.335, Florida Statutes, Instructional Personnel who have successfully completed a probationary contract may be awarded an annual contract. An annual contract is defined as an employment contract for a period of no longer than one (1) school year.

3. It is expressly understood and agreed that neither the annual contract teacher nor the School Board owes any further contractual obligation to each other after the termination date specified in the individual teacher's contract regardless of the effectiveness or quality of a teacher's performance.

C. Dismissal of an annual contract teacher within the contract period must be for just cause. The District shall send a list of annual contract teachers who were non-reappointed by their school to the SEA President within five (5) days of the non-renewed teacher's notification. The list shall include the teacher's name and cost center.

D.1. Prior to the Superintendent's recommendation to the Board of the instructional reappointments, and no later than May 14<sup>th</sup>, principals/supervisors of the respective schools/cost centers shall notify teachers on annual contract, in writing, whether they will or will not be recommended for a contract for the ensuing school year. Any annual contract teacher who received notice that he/she will not be re-employed for the following year shall have the right to a conference on this decision with the principal. Following this conference, a teacher may request a conference with the Superintendent. The teacher shall have the right of representation during such conference.

2. In compliance with Florida State Statute, the Board will act on the Superintendent's recommendation of instructional reappointments. When a date has been determined by the Superintendent, the Executive Director of Human Resources will notify the Association of the determined date. Within five (5) workdays of Board action, "Notice of Reappointment" forms shall be distributed to those annual contract teachers the Board reappointed. "Notice of Reappointment" forms for the purpose of accepting reappointment for the following school year shall be signed and returned to the principal by the annual contract teachers no later than five (5) working days after receipt of said forms.

E. If dismissal as referred to in "C" is not sustained the teacher shall be immediately reinstated and his/her back salary shall be paid.

F. Any suspension, dismissal or disciplinary action for continuing contract teachers and professional service contract teachers shall be for just cause in compliance with Florida Statutes and the Florida School Code. Any suspension, dismissal, or disciplinary action for annual contract teachers at any time during the contract period shall be for just cause in compliance with Florida Statutes and the Florida School Code.

#### G. Registered Nurses, Occupational Therapists and Physical Therapists

1. The term nurse as used in this section shall refer only to registered nurses.

2. The term therapist as used in this section shall refer only to occupational and physical therapists.

3. Nurses, occupational and physical therapists shall be considered probationary contract employees during the first contract year of employment with the Board.

4. It is expressly understood and agreed that neither the nurse or the therapist on annual contract status nor the School Board owes any further contractual obligation to each other after the termination date specified in the individual nurse's therapist's contract regardless of the effectiveness or quality of the performance of the nurse or the therapist.

5. Dismissal of a nurse or a therapist during the probationary period within the contract year must be for good and sufficient reasons.

6. Consistent with the same timeline utilized by the Superintendent for all annual contract teacher-based employees, a nurse or a therapist in his/her probationary period will be notified by the cost center supervisor if he/she will or will not be recommended for employment for the ensuing school year. Any annually employed nurse or therapist who receives notice that he/she will not be reappointed for the following school year shall have the right to a conference on this decision with the supervisor. Following this conference, the nurse or the therapist may request a conference with the Superintendent. The nurse or the therapist shall have the right of representation during such conference.

7. If dismissal as referred to in G.5 above is not sustained, the nurse or the therapist shall be immediately reinstated, and his/her back salary shall be paid.

8. Nurses, physical therapists and occupational therapists shall be required to maintain a current license as required by the Department of Education. Failure to maintain a valid license shall be grounds for termination of employment.

## **ARTICLE IX - CURRICULUM AND INSTRUCTION**

A. The Board shall determine the need and economic feasibility of providing a staff library in each school.

B. Before any formal Board consideration of extended school year plans, a joint committee composed of Board representatives and Association representatives, shall be established to study such plans. The committee shall present a recommendation to the Superintendent for his consideration.

C. Teachers shall have the responsibility to determine and report student progress and grades in accordance with the district's Student Progression Plan. When an individual or individuals believe the Student Progression Plan or Board Policies relative to grading are not being followed the Association and Board will work together to resolve all identified issues. Correction of student grades shall be done in accordance with School Board Policy 5421 Grading. Student promotion, retention, and assignment will be made in accordance with the Student Progression Plan.

D. The Association president or their designee may submit a list of teacher names to the superintendent's designee to be considered for participation on a Curriculum Writing Committee.

## **ARTICLE X - DAYS AND HOURS**

### **A. Student Attendance Days**

1. No later than May of each fiscal year, the School Board will determine the opening date of school and the 180 actual teaching days as prescribed by section 1011.30(2) F.S., or equivalent on an hourly basis as specified by rules of the State Board of Education each school year for the traditional calendar which would provide approved calendars one year in advance of the current school year. In planning the student calendar consideration will be given to the following priorities when feasible.

- a. A teacher workday at the end of every 9-week period
- b. The Wednesday prior to Thanksgiving as a non-attendance day
- c. A winter vacation of at least two weeks duration
- d. A spring vacation of one week in duration
- e. The Federal holidays, i.e., Labor Day, Martin Luther King, Jr. Day, President's Day, and Memorial Day.

2. Prior to such determination the Association shall have the opportunity to participate in any district committee set up for the purpose of preparing the traditional school calendar. The Association may present its recommendations of student attendance days at the Board meeting at which the calendars are presented.

3. Negotiations on the remainder of the calendar shall begin at the earliest mutually agreed upon time following the Board's determination of student attendance days.

B.1. The Board and the Association will establish within the school calendar a minimum of two (2) days to be used as student/teacher make-up days in the event it becomes necessary to close school due to emergencies resulting from, but not limited to the following: acts of God; energy crisis; civil disorders; or other unforeseen emergencies.

2. The make-up date(s) will be the first established make-up day following the emergency closing.

3. In the event the make-up date(s) is designated during post-school, and it does not become necessary to utilize this designated make-up day(s), said day(s) will be considered as a post-school workday.

4. If it becomes necessary to make-up more days than that designated in the school calendar, or day(s) specified have passed, the Superintendent after consultation with the Association will present to the Board the date(s) to be used as additional make-up day(s).

5. The Board shall establish two student make-up/teacher workdays in the calendar, one in each semester, if possible, to facilitate making up emergency closings as described in Section B.1. above. The aforesaid days would result in an equivalent decrease in two pre-planning days. In the event either or both of the days are utilized for make-up for students, teachers will work the next available vacation day/non-workday within the same semester to fulfill his/her contractual obligation.

C. Teachers shall be contracted for 196 days and shall work seven (7) hours per day exclusive of lunch, for 196 days as set forth in the school calendar. Teachers may be required to attend, without additional compensation, two (2) evening assignments involving parents and teachers as designated by the principal.

D.1. During the regular school year, the regular lunch period for each teacher shall be no less than thirty (30) minutes in each workday, which shall be duty free, except in work centers where lunch is not available on the premises, no less than sixty (60) minutes shall be allowed. In work centers where the program will not permit a minimum thirty (30) minutes duty-free lunch, the teachers' workday shall be reduced by the amount of time lunch is not duty-free.

2. In situations where there is difficulty in providing duty-free lunch, the Building Committee/Collaborative Improvement Team and the Principal shall meet to develop a feasible plan, acceptable to the Principal, that would provide duty-free lunch. If such a plan is developed, the Principal and the Building Committee/Collaborative Improvement Team will present the plan for a vote at a pre-plan faculty meeting. A vote of sixty-five percent (65%) shall be the determining factor for the ensuing year.

3. Request will be made in May and pre-plan of each year for teacher volunteers to serve duty during lunch to assist with the supervision of the lunch program developed in D.2. above. If volunteers are not secured, then D.2. above will be implemented.

4. Should staffing changes occur after May the plan may be revisited during pre-plan.

5. In the event that a feasible plan acceptable to both the building committee and the principal cannot be developed, the appropriate Executive Director will meet with the building committee and the principal to discuss any unresolved issues regarding duty free lunch.

E. The beginning and ending of the regular teaching day may be varied to meet local needs.

F. Elementary teachers who are assigned regular classroom instruction upon the commencement of the student day shall be given ten (10) minutes at the beginning of the teacher's day in which no administrative duties will be assigned. The purpose of this time is to set up class, run off materials and help students, etc.

Elementary school classroom teachers shall be given no less than forty (40) minutes per day or the weekly equivalent of forty (40) minutes per day for the planning and preparation of classroom work. The forty (40) minutes of scheduled planning time shall be uninterrupted and continuous.

1. For elementary schools, it is recognized that the School Board has adopted a school start and end time that will allow all classroom teachers to have two forty (40) minute blocks of time per day within the contracted workday.

a. One of the forty-minute blocks shall be designated as uninterrupted individual planning time for the classroom teacher.

b. The second forty-minute planning block shall be devoted to uninterrupted planning time at least one (1) day per week. One day per week will also be devoted to PLC time where the agenda is determined by the PLC team. The agenda must align to the principles of the PLC framework. The Agenda will be submitted to the administrator in advance. The remaining days will be devoted to PLC time, uninterrupted plan time, or tasks assigned by the principal or other administrators. Teachers shall not be required to use this time to provide intervention instruction to students.

2. Elementary non-classroom teachers and elementary special area teachers will be provided planning time will be provided utilizing the weekly equivalent of one forty-minute block per day designated as uninterrupted individual planning time.

G. Secondary school classroom teachers shall be given one (1) period per day of the same length as a regular class period for uninterrupted individual planning and preparation of classroom work or shall be given the weekly equivalent of one (1) period per day for the same purpose.

H. Exceptions to daily planning period may be made in the presence of a block schedule. However, such exceptions must be made very clear to teachers when they choose to deviate from the traditional 7 period day to a modified block. The weekly equivalent for planning time must still be provided when using a modified block.

I. General faculty meetings shall be held no more than once a month, except in cases emergency and shall not exceed more than forty-five (45) minutes in length beyond the normal workday. Except for emergency, notice will be given at least 48 hours prior to said meeting. A written agenda will be given to all faculty members at least twenty - four (24) hours prior to said meetings. A meeting shall not be scheduled during a teacher's individual planning time.

J. Teachers will be provided with the equivalent of one (1) three-hour block of uninterrupted time on two (2) of the pre-planning days and the equivalent of one (1) two-hour block of uninterrupted time on one (1) of the remaining pre-planning days.

1. Teachers will be offered PD points for professional development activities held during pre-planning days.

K. 1. The administration will endeavor to schedule ESE Staffing/Child Study Team meetings and/or IEP development meetings and other ESE related non-student activities during the teachers' workday. In the event such meetings or activities extend beyond the workday, the principal, will, whenever practicable, provide a shortened duty day at a subsequent date provided it does not require the utilization of a substitute. The teacher will not be penalized for having to leave when prior notice is not given.

a) ESE (Support Facilitators): The principal may provide support facilitators flexible scheduling to the extent possible to complete their required ESE/IEP caseload paperwork.

b) Speech Language Pathologists: The principal may provide speech language pathologists flexible scheduling to the extent possible to complete their required SLP/IEP caseload paperwork.

2. Teachers shall be granted compensatory leave for one (1) day for involvement in parent/teacher conferences which extend beyond the normal workday. Said leave can only be taken during a non-student attendance day except for:

a) pre-school planning days/the first post-school planning day or any other day designated by the District as a Professional Development Day.

b) one-half or one day during the year designated by the principal, or District, for professional development/in-service which shall be announced during pre-planning. If a full day is scheduled, the following Wednesday will be an unscheduled Wednesday in addition to the regularly unscheduled Wednesday.

3. Teachers may opt to work one or two additional pre-planning days in exchange for one or two nonstudent attendance/teacher workday(s) later in the school year except for the first post-school planning day and the professional development day established in 2.b. above. A written statement certifying that the teacher conducted after hour parent/teacher conferences will accompany the compensatory leave request.

L.1. For high schools, the three exam days at mid-year and at the end of the school year shall be designated as exam/early-release days for students

2. For elementary and middle schools, at mid-year and the last three (3) days of student attendance will be designated as early release days for students.

3. In the event early-release day(s) for students is determined by the Board, same will be included in Appendix D.

4. Early release on Wednesdays is to offer school staffs one (1) hour of uninterrupted time each week to work on school improvement.

a. High School & Middle Schools: Up to three (3) early release Wednesdays may be scheduled for activities designated by the administration. The remaining early release Wednesdays per month shall be unscheduled. Every reasonable effort will be made to keep the Wednesday prior to the date grades must be completed/submitted unscheduled.

b. Elementary Schools: Two (2) early release Wednesdays may be scheduled for activities designated by the administration. One (1) early release Wednesday will be unscheduled, and the other early release Wednesday will allow employees to seek their own professional development (PD) such as, Reading Endorsement and/or ESOL endorsement as needed for certificate renewal. Every reasonable effort will be made to keep the Wednesday prior to the date grades must be completed/submitted unscheduled.

c. Administration shall ensure one (1) early release Wednesday is unscheduled during months that have less than four (4) Wednesdays.

d. Early release Wednesdays will not be substituted for secondary planning time unless a contract deviation has been agreed to by both SCPS and SEA. A Principal, CIT, Building Committee, Staff Development Committee, nor any other group entity may unilaterally exchange a teacher's planning time for the time designated for school's improvement.

e. The principal will meet with a committee composed of the teacher member of the SAC, the Professional Development representative, and an SEA representative to receive recommendations to determine dates, times, and utilization of up to three (3) for Middle and High Schools and two (2) for Elementary Schools scheduled Wednesdays each month including but not limited to faculty meetings, team/department, meetings/ planning, or professional development activities. The established schedule will be finalized and posted no later than three weeks after the start of school and no later than three weeks after the second semester. The committee will also review practices, procedures, and requirements that would value both the quality and quantity of designated planning time. This committee may also meet to review any unresolved issues on an as needed basis. The names of the Professional Development Committee members should accompany the published professional development calendar. The Director of Employee Relations will meet the above committee should any issues remain unresolved.

f. On student early-release days, instructional and planning time shall be reduced proportionately for that day.

g. With a minimum of twenty (20) workdays notice to teachers, a two-hour professional development session can be scheduled on an early release Wednesday, provided teachers shall be dismissed an hour early on the next scheduled early release Wednesday. Teachers who notify the administration ten (10) days in advance of the professional development session concerning the inability to change second-job schedules, childcare conflicts, college class conflicts, or medical appointments shall not be penalized for having to leave the two-hour in-service early. The Wednesday before Thanksgiving will not be used for a two (2) hour in-service.

M. In those years where the calendar, the administration's work schedule and an adequately staffed school make it feasible, teachers may choose to return from winter vacation a day early to accommodate new class loads and assignments in exchange for having their number of post-planning days reduced by one (1) day.

#### N. SAT Testing Days

a. When the District conducts SAT Day on an early release Wednesday, all teachers at the participating cost centers shall be released at the end of the student attendance day. This will count as one of the administrations early release Wednesdays for that month.

b. The modified release time shall not be considered a substitute for a teacher's duty –free lunch or restroom breaks (when necessary).

c. The cost centers will not be permitted to schedule any meetings that involve teachers, mandatory or voluntary, on SAT testing days except in cases of emergency.

## ARTICLE XI - DISCIPLINE

A. Each individual teacher shall be granted disciplinary authority over every student in his/her classroom in accordance with Florida Statutes 1003.32 and the Florida School Code and federal law. Disciplinary control of students' conduct in the classroom is the teacher's responsibility.

### B. Teacher Initiated Student Dismissal

The provisions which follow will be used to implement the teacher's right to remove a disruptive student from class as enacted during the 1996 Legislative Session. The parties agree that the provisions which follow will remain in effect pursuant to Florida School Code, Chapter 1003.32. Should the Florida Legislature enact legislation to delete, change or otherwise affect the language in this provision the Board and the Association mutually agree to meet and address the issue of student discipline classroom procedures at the earliest time possible.

1. Teachers are required to submit a Student Discipline Referral (Form 835-E or Form 835-S) whenever a student is directed to the administration for disciplinary action. Referral forms will be located in a common location for teacher access. Teachers will write up the discipline referral form and submit to the discipline office. The discipline referral will be processed no later than 48 hours after submission and the yellow copy of the referral returned to the teacher. When an investigation is necessary, every effort will be made to process the discipline referral no later than 48 hours after submission and the referral returned to the teacher.

2. Teachers must document the relevant facts of an incident that resulted in a student being directed to the administration for disciplinary action. This information is to be noted in the section reserved for Teacher Comments on Form 835-E or Form 835-S or written as an addendum to the referral.

3. In addition to following the prescribed discipline referral procedures, a teacher may prevent a student's return to class if the student becomes a chronic classroom disruption or creates a severe disruption in class.

4. As a practical matter, and as a safeguard for students and teachers, administrators should be given the opportunity to provide intervention assistance up to the level of assigning In-School Suspension or Out-of-School Suspension before a teacher declares his/her intention to permanently remove a student from class. However, there may be incidents which are so severe that the student may be barred from a teacher's classroom as set forth in paragraph 8.

5. Chronic Disruption is defined as the cumulative effect of a student's behavior repeatedly interfering with the teacher's ability to effectively communicate with the students in a class or with the ability of the student's classmates to learn. If a teacher decides to bar the return of a student to class based on the student being a Chronic Disruption in class, then the teacher shall:

a. have provided advanced written notice to the administration that the student is becoming a chronic disruption in class and he/she is in jeopardy of being permanently barred from class if the behavior continues to be disruptive;

b. clearly note his/her intention to bar the student's return to class in the section reserved for Teacher Comments on Form 835-E or Form 835-S or by attaching a written addendum to the discipline referral;

c. submit a log/journal to the administration upon the student's removal from class documenting the number, nature and severity of the class disruptions, and the corresponding interventions utilized by the teacher to try to change the student's disruptive behavior.

6. The teacher's log/journal shall include:

a. the dates of disruptive episodes,

b. an objective description of each episode of disruptive behavior, and

c. a description of the corresponding interventions used by the teacher to modify the disruptive behavior; including documentation of prior notification being given to the student and the student's parent/guardian that the student is in jeopardy of being removed from the teacher's class for disciplinary reasons.

7. The teacher's log/journal shall be submitted to the administration and the Placement Review Committee as soon as possible but no longer than 24 hours from the teacher's declaration of intent to permanently remove the student from class.

8. Severe Disruption is defined as unruly, disruptive, or abusive behavior related to a singular event that seriously interferes with the teacher's ability to effectively communicate with the students in class or with the ability of the disruptive student's classmates to learn. If a teacher decides to bar the return of a student to class because of a Severe Disruption in class, then the teacher shall provide a written objective narrative describing the student's severe, unruly or abusive behavior and the teacher's corresponding efforts to de-escalate the student's behavior or defuse the situation. This information is to be noted in the section reserved for Teacher Comments on Form 835 -E or Form 835-S or written as an addendum to the referral.

The teacher shall also clearly note his/her intention to bar the student's return to class in the section reserved for Teacher Comments on Form 835-E or Form 835-S or attach a written addendum to the discipline referral.

9. Prior to the Placement Review Committee convening, the principal shall meet with the teacher to discuss the recommendation for permanent removal of the student from class and ensure that other reasonable alternatives have been exercised prior to taking this action.

#### 10. Placement Review Committee

Each school shall establish a Placement Review Committee during pre-plan each year.

a. The Placement Review Committee shall minimally consist of:

1. Two teachers and two teacher alternates;
2. A staff member and an alternate staff member selected by the principal.

b. The teachers shall be elected by the faculty by secret ballot. The ballots shall be counted by the Building Committee or CIT.

c. The Committee shall meet at a mutually agreed upon time within the required time frame during non- student contact time.

d. Should a member of the Committee have a student in his/her class brought before the Committee for consideration, that Committee member shall be replaced by an alternate member from the same category in a. above.

11. No longer than 5 working days after a student's removal from a class, the Placement Review Committee shall convene to review the teacher's decision to bar the student's return to class. The committee shall evaluate the:

- a. teacher's log/journal or incident narrative;
- b. student's academic record;
- c. student's attendance record;
- d. student's discipline record.

12. Upon review of the relevant information, the Placement Review Committee shall determine that the dismissed student will be:

- a. permanently removed from the class of the teacher who removed the student; or,
- b. returned to the class of the teacher who removed the student because such placement is the best or only alternative.

13. If a student is permanently removed from a teacher's class, the administration of the school retains the authority to make schedule adjustments or recommend placement of a student in an alternative program. The Placement Review Committee is not empowered to determine schedule adjustments or alternative program placement.

14. Neither classroom teachers nor a school's Placement Review Committee has the authority to permanently remove an ESE or 504 protected students from a class. This may only be accomplished through the IEP change in placement procedures that are outlined in the relevant federal law and described in the Manual for the Admission and Placement for Exceptional Students for the Seminole County Public Schools.

15. Professional Development Activities to Improve Classroom Management Skills: Any teacher who refers 25% of his/her class is required to complete professional development activities to improve classroom management skills. Observations required as part of this improvement plan shall be scheduled during the teacher workday. If possible, attendance at in-services required as part of this improvement plan will be scheduled during the teacher workday. Observations of a teacher in accordance with the Assistance Plan required by Chapter 1003.32 of the Florida School Code shall not be used as part of the teacher's formal evaluation but shall be used for the sole purpose of providing assistance to the teacher. The data collected pursuant to the said Assistance Plan will be confidential information for use by the teacher and observer.

### C. Student Discipline Records

Individual student discipline records shall be maintained by the administrator and the teacher. Such records shall be open for inspection by either party in accordance with Florida Statutes.

## **ARTICLE XII - DRUG FREE WORKPLACE-REASONABLE SUSPICION DRUG ALCOHOL TESTING**

1. The Board and the Seminole Education Association recognize that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. The Board and the Seminole Education Association share a commitment to maintain a drug-free workplace.

2. Reasonable suspicion drug and alcohol testing requires authorization of the Executive Director of Human Resources and Professional Standards or the Director of Human Resources and Personnel Services. Administrators requesting reasonable suspicion drug or alcohol tests shall be trained and competent in the recognition or drug/alcohol abuse.

### Definitions

Explanatory Notes: The specific abbreviations shall be as follows, and wherever such terms are used in this article, they shall be used as follows:

ADAPM - Anti-Drug/Alcohol Program Manager  
DHHS - Department of Health and Human Services  
EAP - Employee Assistance Program  
EBTD - Evidential Breath Testing Device  
FHWA - Federal Highway Administration  
MRO - Medical Review Officer  
SAP - Substance Abuse Professional

A. Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl and isopropyl alcohol.

B. Alcohol Use: Alcohol use is the consumption of any beverage, mixture or preparation including any medication containing alcohol.

C. Anti-Drug/Alcohol Program Manager (ADAPM): The key contact person in relation to the Alcohol and Drug-Free Workplace policy.

D. Confirmed Alcohol Test Result: A test result indicating an alcohol concentration of .02 or greater but less than .04 as indicated by an Evidential Breath Testing Device, hereinafter EBTD.

E. Confirmed Positive Alcohol Test Result: A test result indicating an alcohol concentration of .04 or greater as indicated by an EBTD.

F. Drugs: Any illegal drug or substance as identified in Schedules I through V of Section 202 of the Controlled Substance Act and as further defined by 21 CFR 1300.11 through 1300.15. This includes cannabinoids, amphetamines, opiates, phencyclidine (PCP), and cocaine. Illegal use includes use of any illegal drug, and misuse of legally prescribed obtained prescription drugs. The term drug shall include the term "controlled substance" and the terms may be used interchangeably in this provision.

G. Drug Use: Drug use is the consumption, ingestion, injection, inhalation, or other use of any drug/controlled substance.

H. On-Duty: All time from the time an employee begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performance of work. Work time will also include time when performing extracurricular volunteer and/or supplemented duties.

I. Possession: No employee while on duty shall possess drugs/controlled substances or alcohol on any school board premises, including vehicles used on duty or at any school or school board sponsored function regardless of location. Alcohol in common cosmetic products shall not be considered possession unless the alcohol content is as defined in Federal Highway Administration, hereinafter FHWA, Regulations.

J. Refusal to Submit: Refusal to submit to an alcohol or controlled substances test means an employee:

(1) fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing;

(2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing; or,

(3) engages in conduct that clearly obstructs the testing process.

#### Education and Notice Requirements

Notice to Affected Employees: On an annual basis, employees will be provided with a review of the Alcohol and Drug-Free Workplace policy and be provided with the reasons for conducting said test(s). The Board will provide written notice of the required testing to covered employees and shall provide oral notice at the time of the actual testing.

#### Section 1. Prohibited Conduct

A. No employee shall report for duty while under the influence of any drug or alcohol.

#### Section 2. Testing

A. The Board recognizes the need to protect individual dignity, privacy, and confidentiality in the program. Specimen analysis shall be conducted in a manner to assure a high degree of accuracy and reliability and using laboratory facilities which are certified by the U.S. Department of Health and Human Services, hereinafter DHHS.

If any collection site, lab or Medical Review Officer, hereinafter MRO, other than one from a State or district bid list is selected to provide services for the Board, the Association and the Board must mutually agree.

B. Failure of the employee to submit to a reasonable suspicion drug or alcohol test is considered a positive test.

C. The following are conditions under which reasonable suspicion drug / alcohol testing will be conducted when situations warrant. All employees who have been given notice shall be immediately escorted to the testing site.

##### 1. Reasonable Suspicion Testing

a) Testing for reasonable suspicion shall be conducted in accordance with the FHWA Regulations.

b) Once approved by the Executive Director of Human Resources and Professional Standards or the Director of Human Resources and Personnel Services, a supervisor or designee outside any bargaining unit who has been trained in accordance with the requirements of FHWA Regulations shall require an employee to submit to an alcohol or drug test when the employer has reasonable suspicion to believe that an employee has violated the prohibitions contained in the Alcohol and Drug-Free Workplace policy.

(1) The employer's determination that reasonable suspicion exists to require the employee to undergo an alcohol test must be based on specific, contemporaneous articulable observations concerning:

- a) the appearance of the employee,
- b) the behavior of the employee,
- c) the speech of the employee, or
- d) the body odors of the employee.

(2) The employer's determination that reasonable suspicion exists to require the employee to undergo a controlled substances test must be based on specific, contemporaneous, articulable observations concerning:

- a) the appearance of the employee,
- b) the behavior of the employee,
- c) the speech of the employee, or
- d) the body odors of the employee.

The observations may include indications of the chronic and withdrawal effects of controlled substances.

(3) The required observations for alcohol and/or controlled substance reasonable suspicion testing shall be made by a supervisor/administrator who has been trained for at least 60 minutes on alcohol misuse and an additional 60 minutes on controlled substance misuse.

D. All tests will be conducted and completed on duty time. The employee shall receive additional pay at his/her regular hourly rate or overtime rate, whichever is applicable should the time needed to complete the required testing exceed the employee's regularly established duty time.

### Section 3. Test Results

A. The MRO shall not be an employee of the Board.

B. According to regulations, the MRO shall notify the affected employee of a confirmed positive test result. According to regulations, the MRO shall notify the ADAPM of the test results within three business days of completion of the MRO's review. The ADAPM will notify the employee of confirmed positive and negative test results within three workdays following notification of said test results by the MRO.

C. The Board shall use the split sample option and comply with all regulations related to such option. In the instance an employee requests to use the split sample for additional testing, the second test shall govern the test results. The second test will be conducted at a different DHHS certified testing laboratory as directed by the MRO. If the second test is negative, the Board shall pay all costs of the second test. If the second test is positive, the employee shall pay the cost of the second test.

### Section 4. Confidentiality

All information, interviews, reports, statements, memoranda, and drug test results received by the District in conjunction with its substance abuse and alcohol testing programs are considered confidential communications, and such information will not be disclosed or released except as authorized pursuant to State and Federal laws or regulations or written consent by the person tested. All employees are required to adhere to this confidentiality provision.

### Section 5. Consequences of Confirmed Positive Test Results

A. A confirmed positive test for drug use shall be just cause for termination.

B. A confirmed positive alcohol test result will be just cause for termination.

C. An employee with a confirmed alcohol test result shall:

1. be placed on personal leave for the remainder of the duty day
2. accept a supervisory referral to the district's Employee Assistance Program provider for counseling and appropriate follow-up services
3. as determined by the ADAPM, be subject to unannounced follow-up alcohol and controlled substance tests administered by the employer following the employee's return to duty, and
4. at the employee's option and expense, be granted available appropriate leave to enter into a rehabilitation program.

D. Subsequent to any confirmed alcohol test result, any employee who tests .02 or greater on the confirmation test as measured by an EBTD shall be just cause for termination.

### Section 6. Evaluation and Treatment

A. Each covered employee who acknowledges to his/her immediate supervisor and/or the ADAPM that he/she has a current drug/alcohol dependency condition shall be placed on official leave without pay to successfully resolve problems associated with the use of prohibited drugs or alcohol misuse. At the employee's election, he/she may choose to use any available appropriate leave. Upon verification from the SAP to the ADAPM that the employee is fit for duty, the employee shall be returned to duty in his/her original position, or an equivalent position if the original position is no longer available.

If an employee is returned to duty, he/she shall be required to take a return -to-duty-test and will be subject to unannounced follow-up tests. A positive return to duty test or follow-up test will result in immediate termination.

B. The District shall make available to an employee who voluntarily acknowledges a drug/alcohol problem and/or who participates in a rehabilitation program a list of all available resources for evaluation and treatment of a drug/alcohol problem.

C. Evaluation and rehabilitation shall be provided by an EAP not employed with the employer. The EAP shall be acceptable as long as the EAP is through an outside company that does not employ Board employees.

D. All costs for required testing shall be borne by the employer.

E. Rehabilitation costs shall be borne by the employee.

### **ARTICLE XIII - GRIEVANCE PROCEDURE**

A. The term "teacher" as used in this article shall mean one or more teachers.

B. All teachers shall have the right to a fair and equitable grievance procedure.

C. Each teacher has a right to this grievance procedure to be used for the settlement of disputes between the teacher and his/her immediate supervisor involving the interpretation or application of this agreement.

D. Whenever a teacher feels that there is a grievance, every effort should be made to arrive, on an informal basis with the immediate supervisor, at a mutually satisfactory solution to the grievance. When this cannot be done, resort should be to the more formal procedure stated herein in an effort to resolve grievances. Grievances at Step I and Step II shall be conducted in private. The aggrieved teacher and the administrator shall have the right in such instances to request the presence of a representative. Nothing in this agreement shall be construed to prevent any teacher from presenting at any time his/her grievance in person or by legal counsel as outlined in Florida Statutes and the Florida School Code.

#### **Step I**

The employee shall submit to his/her principal or immediate supervisor a signed written statement of fact(s) on an official grievance form. Such statement shall be specific. Such grievance must be presented within a reasonable time, but in no event longer than fifteen (15) workdays after an employee should have been aware of the act or condition which is the basis of his/her grievance. In the event such an alleged act or condition occurs within the last two (2) weeks of the employee's contract year, the grievance must be presented within twenty (20) calendar days. Within ten (10) workdays of the receipt of the grievance in writing, a meeting shall take place between the principal or immediate supervisor and the grievant and, if either party desires, their representative. The principal or immediate supervisor shall respond to the grievant, in writing, within ten (10) workdays after the meeting and shall furnish copies thereof to the employee.

#### **Step II**

If the employee is not satisfied with the disposition of the grievance at Step I, the employee may appeal to the Superintendent or his designee within five (5) workdays after he/she has received the disposition of Step I.

Said appeal shall be written on the official grievance form and transmitted to the Superintendent or his designee in person or via certified mail, return receipt requested. Within ten (10) workdays after receipt of the grievance at Step II the Superintendent or his designee shall meet and confer with the employee with a view to arriving at a mutually satisfactory solution of the grievance.

At the conference(s) the employee and the Superintendent or his designee may have his/her representative present. Absence of the Association's representative will not prevent the conference(s) from being held if the Association has been given forty-eight (48) hours prior notice. Notice of the conference shall be given also to the persons who rendered the decision at previous steps. The principal or immediate supervisor and the Superintendent's designee may be present at the conference(s) to state his views.

The Superintendent/designee shall respond to the grievance, together with supporting reasons in writing via certified mail or in person to the employee, within ten (10) working days after the Step II conference. Those persons who rendered the decision at Step I shall also receive a copy of the decision at this step.

A. Should the grievant not be satisfied with the Superintendent's decision following the Step II hearing, the Association and District may agree mutually to submit the grievance-to-grievance mediation under rules set forth by Federal Mediation and Conciliation Services. The request to pursue grievance mediation must be made in writing within five (5) days of the Step II disposition. This dispute resolution step serves as an alternative to binding arbitration. When the parties agree to utilize this step, the timelines are held in abeyance until the mediation process is concluded. Should the parties fail to achieve a grievance settlement, or if either party declines to utilize grievance mediation, the Association retains the right to proceed to binding arbitration in accordance with the procedures outlined in Step III of this article.

### Step III

If the Association is not satisfied with the disposition of the grievance at Step II, the Association, within ten (10) workdays after receiving the decision of the Superintendent, may submit the grievance to arbitration by so certifying their intentions in writing to the Superintendent via certified mail, return receipt requested. The Association, within ten (10) workdays shall request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS).

Within ten (10) workdays of the receipt of that list the Association will meet with the Superintendent or his representative to select the arbitrator. The parties shall select an arbitrator by alternately striking names from the list. The Association, within ten (10) workdays from the selection of the arbitrator, will notify FMCS of the individual selected.

The parties shall not be permitted, unless so ruled by the arbitrator, or otherwise mutually agreed upon, to assert in such arbitration preceding any evidence not previously disclosed to the other party prior to the proceeding. Both parties agree that the award of the arbitrator shall be final, and binding provided same is in compliance with Chapter 682, Florida Statutes.

### E. General Provisions

1. Any grievance pending at the time of this agreement shall be processed to completion under procedures in effect at the time the grievance was filed.
2. A grievance may be withdrawn at any level, but that same grievance may not be filed a second time.
3. The filing of a grievance shall in no way interfere with the right of the Board to proceed to carry out its management responsibilities, subject to the final decision of the grievance.
4. The Association and the District shall bear any fees and expenses of the arbitration step in this procedure equally.
5. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

Whenever illness or other capacity of either party prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the party can be present.

6. Any teacher involved in any manner in any grievance procedures shall not be subjected to any prejudicial treatment because of such participation.

7. It is the mutual intent of the Board and the Association to resolve all grievances at the earliest possible level of the grievance procedure.

8. All grievance steps and arbitration proceedings are to be conducted outside regular working hours unless the Board consents in writing to the contrary. When such grievance meetings and conferences are held during school hours, all teachers who are required to be present shall be excused, with pay, from their normal duties.

9. All testimony and documents arising from grievance procedures will be filed separate and apart from other individual personnel records.

10. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost.

11. In order to prevent the filing of a multiplicity of grievances where the grievance covers a question common to a number of teachers, it shall be processed as a single grievance, and shall contain the names of a representative number of known grievants.

12. Grievances arising at a level other than the building level shall be processed in the same manner as building grievances except that the grievance will be initiated with the appropriate county administrator.

#### F. Powers of the Arbitrator

It shall be the function of the arbitrator and he/she shall be empowered, except hereinafter provided, after due investigation, to make a decision in cases of alleged misinterpretation, or alleged misapplication of the specific articles and sections of this Agreement in accordance with Chapter 682 (Florida Arbitration Code) and the Florida School Code. The arbitrator in his/her decision shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His/her authority shall be strictly limited to the issue or issues presented to him/her by the parties and his/her decision must be based solely upon his/her interpretation of the meaning of the express relevant language of the Agreement. The parties agree that in such instance(s) the dispute entails the question of arbitrability or untimeliness the arbitrator will be selected to determine solely the question of arbitrability or untimeliness.

In the event the arbitrator finds the grievance is not arbitrable or is not timely, the Association will take no further action regarding the arbitrability or untimeliness of the grievance. If the arbitrator determines that the grievance is arbitrable the grievant will proceed with the grievance at the applicable step.

### **ARTICLE XIV - INCLUSION**

The Board and the Association agree to abide by the guidelines adopted in the "FL-DOE LEA Profile". Any changes to these guidelines and/or their implementation shall involve ongoing discussions with the Association.

### **ARTICLE XV - JOB SHARING**

#### A. Definition

Job sharing is the employment of two employees to perform the duties and responsibilities for one particular job allowing both employees to work in a part-time (50%) capacity. However, job sharing shall not be considered as regular part-time employment for the purpose of this contract.

#### B. Conditions for Job Sharing

1. Teachers wishing to job share shall be responsible for finding another appropriate certified teacher to be a job share partner.

2. The Department of Human Resources shall maintain a list of teachers who are willing to be a job share partner. This list shall contain the name, areas of certification and the school of each teacher.

3. To fulfill their professional responsibilities, the teachers who job share may be required, with advance notice by the principal or supervising administrator, to schedule joint conferences or to attend faculty meetings or inservice beyond the modified work schedule. However, regular attendance on a weekly basis to meetings on early release days shall not be a requirement/expectation.

4. Annual contract teachers shall not be eligible to participate in the job-sharing program unless the individual participating in job sharing: a) is currently employed by the Seminole County School Board as an annual contract teacher and; b) holds a Florida professional teacher's certificate.

5. Both teachers shall be involved in designated student activities, open house, parent conferences and other special events.

6. Job sharing participants may not accept outside employment in more than a part-time capacity.

#### C. Approval for Job-Sharing

1. Teachers wishing to job share must submit a written plan to the building administrator no later than April 1st of the year prior to the school year in which the job sharing will occur.

2. The written plan will include, but not be limited to:

- a) teaching responsibilities
- b) schedule of work hours and/or days
- c) planning time arrangements
- d) joint planning time arrangements
- e) procedures for parent conferences
- f) field trip proposals

3. Principal shall notify teachers of the approval or denial of the plan no later than the last day of April.

4. If the teachers and the principal/administrator cannot reach agreement, an appeal can be made to the appropriate Executive Director. The Executive Director may find a different worksite which would accept job sharing as part of the appeals process, however, a vacancy would have to be available to place the job-sharing participants at an alternate worksite. The final determination of an appeal rests with the Executive Director.

#### D. Duration

1. A job-share agreement shall be for one school year.

2. Teacher(s) wishing to extend the job-sharing arrangement beyond one year shall reapply by April 1st of each year. However, teachers who reapply shall not be required to submit a complete plan for renewal. A renewal plan shall only address areas of concern identified by the principal in consultation with the teachers. In the case of an administrative or worksite change, the teachers may be required to submit a complete plan for renewal.

3. All job-sharing positions must be approved by the Board.

4.a. Should a teacher in a job-sharing position wish to resign, it will be the responsibility of the partners to identify a certified teacher who meets the criteria set forth herein to replace the resigning teacher. A replacement must agree to all terms and conditions in the initial plan.

b. The principal/administrator must approve the teacher replacement.

c. Should no qualified and approved replacement teacher be identified; the remaining teacher shall assume the full-time position.

5.a. A teacher who does not intend to seek a job share renewal in a subsequent year shall notify his/her administrator no later than April 1st of the year in which the job sharing occurs.

b. A teacher who held a full-time position within the district prior to being employed in a job share position shall be returned to full-time status at the end of the job share position.

c. Whenever possible, the teacher(s) returning to a full-time position shall be placed in his/her original school, however, should no vacancy exist, the teacher will be placed in a comparable position.

#### E. Salary, Benefits and Leave

1. Each employee in a job share position shall receive an annual salary equal to one-half of the individual's salary (or the appropriate prorated amount) based on Appendix C.

2. Personnel who have been employed in the district for two (2) consecutive full school years in a fifty percent (50%) job sharing capacity shall be awarded one (1) year of paid experience on the salary schedule at the conclusion of the second year of employment. Personnel employed in job share assignments that exceed fifty percent (50%) will be assessed experience credit consistent with the Florida School Code and School Board policy.

3. Effective June 30, 2015, the Board will offer to contribute fifty percent (50%) of an individual's single premium for a health insurance plan and 100% of the annual premium for group life/accidental death and dismemberment insurance for each employee. An employee may decline health benefits but shall not be entitled to the cash equivalent or any alternative benefit.

For those employees in a job share position during the 2014-2015 school year and who have been enrolled in an employer paid health care plan, the Board will continue to contribute one hundred percent (100%) of the individual premium. This provision shall continue as long as the employee remains in a job share position.

An employee may decline health benefits and opt for the disability income plan as outlined in Article XIX, Section C.

4. Sick leave shall be granted at the rate of one-half (1/2) day per month (or the equivalent hours thereof) for each month worked.

5. Two days of personal leave (or the equivalent hours thereof) with pay may be charged against sick leave.

#### F. Substituting

When possible, each teacher will substitute for the other when absent. The teacher substituting shall receive the appropriate prorated substitute pay.

## **ARTICLE XVI - LEAVES AND TEMPORARY DUTY**

### Sick Leave

A1. Any teacher, except for hourly employed homebound teachers, who is unable to perform his/her duty because of illness, temporary physical disability or because of illness or death of father, mother, brother, sister, husband, wife, child, other close relatives, or member of his/her own household, and consequently has to be absent from his/her work, shall be granted leave of absence for sickness by the Superintendent or his designee. A physical disability, substantiated by a physician, and connected with or resulting from a pregnancy may at the teacher's option, be charged to the teacher's accumulated sick leave. In this event, the Board may grant sick leave, for the period of time as designated by the physician provided the teacher has sufficient accumulated sick leave.

2. Each full-time teacher is entitled to four (4) days of sick leave (or equivalent hours thereof) as of the first day of employment of each current year, and thereafter is credited with one additional day of sick leave (or the equivalent hours thereof) at the end of each month of employment provided that such leave shall be taken only, when necessary, because of sickness. Teachers who work less than full time will be entitled to sick leave on a pro-rata basis. However, no employee may earn during a fiscal year more than a total of one day of sick leave (or the equivalent hours thereof) for each month of employment. Such sick leave shall be cumulative from year to year. The Superintendent or his designee may require a certificate from a licensed physician or from the county health officer in cases of questionable use of sick leave.

3. Each teacher's unused accumulated sick leave hours shall appear on each payroll check. The posting of sick leave earned during summer employment shall be posted no later than the first paycheck in October.

4. Bargaining unit employees shall be entitled to transfer sick leave credit from other Florida school districts or a state educational agency to the District. Transferred sick leave shall be in addition to sick leave in which a staff member is entitled from this District. The transferred leave which is credited to an employee's account shall be at a rate equal to the number of sick leave hours earned annually with the District. It is the employee's responsibility to contact the other school district(s) or agency(ies) to request a transfer of sick leave.

5. If a bargaining unit member employed in the District interrupts service and subsequently returns to duty in the District without having transferred and used his/her accrued sick leave credit in another Florida school district, previous accrued sick leave shall become valid on the first day of contractual service.

6. Any teacher based employee covered by this contract may donate accrued, earned sick leave to the employee's spouse (person to whom the donor employee is legally married at the time of the donation), child (natural or adopted, but not step-child), parent (mother or father of the donor employee), or sibling (brother or sister, but not step-brother or step-sister), who is also a regular part-time or full-time employee of the school district (not a temporary employee, substitute, or OPS) at the time of the donation. The transfer of sick leave is subject to the following limitations and conditions:

(a) the receiving employee must have exhausted all sick leave, excluding any sick leave received from the sick leave bank;

(b) donated sick leave shall be used for illness only and must be supported by medical verification from a physician upon request of the Executive Director of Human Resources;

(c) donated sick leave may not be used for personal leave;

(d) unused donated sick leave shall revert to the donor employee upon the receiving employee's return to work;

(e) donated sick leave shall have no terminal leave value for the receiving employee;

(f) leave may be donated in increments of not more than 10 days, unless the Executive Director for Human Resources or designee approves a greater increment not to exceed the maximum number of scheduled workdays (or workdays remaining) in a fiscal year for the receiving employee;

(g) the donation of sick leave must be requested and received by the Payroll Department (no later than the end of district pay period following the pay period in which the receiving employee's absence occurred).

#### B. Sick Leave Transfer

Beginning the 2022-2023 school year, a teacher may transfer up to seven (7) hours of sick leave to another teacher who has exhausted his/her sick leave. The recipient must need at least five (5) sick days to participate and provide documentation, by the treating physician, of the illness, accident or injury. Sick Leave will be transferred as needed on a first in, first out basis. The authorizing employee must have a minimum of five (5) sick days in order to participate.

#### C. Illness-in-the-line-of-duty

1. Any teacher shall be entitled to illness-in-the-line-of-duty leave when he/she has to be absent from his/her duties because of personal injury received in discharge of duty or because of illness from any commonly recognized childhood contagious or infectious disease contracted in schoolwork as determined by immediate supervisor.

2. Leave for such teacher shall be authorized for a total number of hours not to exceed ten (10) school days during any school year for illness contracted, or injury incurred, for such causes as described above.

However, in the case of sickness or injury occurring under such circumstances as, in the opinion of the School Board warrants it, additional sick leave may be granted for such term and under such conditions as the School Board shall deem proper.

#### D. Professional Leave

1. Professional leave is defined as leave granted to a teacher to engage in activities which will result in his/her professional benefit or advancement, including earning college credits and degrees and completing internships.

2. Extended professional leave is such leave extending for more than thirty (30) consecutive days.

3. Extended leave for professional development may be granted for a period not to exceed one (1) year to any teacher who has served satisfactorily and successfully in the district.

4. Teachers who request professional leave to occur during pre-school and/or post-planning to attend summer school classes and/or travel to the place where classes are to be held, may be granted five (5) days leave, with pay, provided no more than five (5) days, with pay, will be granted during one (1) contract year.

#### 5. Sabbatical

Extended professional leave as a Sabbatical Leave for approved study, travel, or research may be granted by the Board to teachers who have completed five (5) years of service in the school district under the following conditions:

- a. A sabbatical may be granted for one (1) school year or one (1) semester of a school year.
- b. Such sabbatical must be previously approved in the District Inservice Master Plan.
- c. Inservice Education Funds being available:

(1) Each year, one percent (1%) of the teaching staff who are eligible may be granted sabbatical leave, if requested.

(2) Each teacher on a one (1) year sabbatical leave shall receive teacher base salary for compensation. Each teacher on a one (1) semester sabbatical leave shall receive one half (1/2) of teacher base salary for compensation.

d. When a teacher receives compensation for a sabbatical leave, he/she agrees to return, immediately following the period of the leave, to the District and to teach for no less than two (2) years or repay the District the proportionate amount. The decision of the Board to grant or deny a sabbatical leave shall be non-grievable beyond the second (2nd) step.

e. Application for a one (1) year or semester sabbatical leave must be submitted no later than February 1 of the year preceding the proposed sabbatical leave. Request for sabbatical will follow the normal leave request procedure.

#### E.1. Personal Leaves With Pay

a. Leave hours up to the equivalent of six (6) days for personal reasons with pay shall be allowed each year provided that such leave be charged to the teacher's accumulated sick leave and provided that such leave is non-cumulative. Employees requesting a short-term personal leave shall not be required to give a reason for taking leave. In the event that more than ten percent (10%) of the work force at a cost center requests personal leave on a given day, the principal may deny leave to those employees exceeding the ten percent (10%) figure on a "last applied-first denied" basis.

These hours cannot be granted immediately preceding or following a negotiated teacher workday, a school board approved holiday, a student attendance day that precedes or follows a holiday or vacation or during the first five student attendance days and the last five student attendance days except in cases of emergency; to attend the graduation of self or an immediate family member; to enroll a child in school or college; to observe a religious holiday; to attend a wedding of self or an immediate family member; or at the discretion of the principal in consultation with the Director of Employee Relations or designee. In the event such personal leave with pay is denied by the immediate supervisor and the teacher feels that the request is justifiable, he/she may appeal the decision to the Director of Employee Relations or designee for a final decision.

b. The principal at his/her discretion may excuse the teacher for as much as two (2) hours without formal approval of leave. This discretionary time shall not remove the teacher from his/her pupil teacher contact hours with his/her class, except in the case of an emergency as determined by the employee's principal and provided personnel is available to cover the absence. (See definition of "emergency" in Article II). Such determination by the principal shall be non-grievable beyond Step II.

#### 2. Personal Leaves Without Pay

Personal leave, without pay, short term or extended, may be granted a teacher. A valid reason must be given to justify personal leave.

a. Maternity/Parental Reasons - A teacher may be entitled upon request, to personal leave to begin at any time after the birth of his/her child and one (1) year thereafter.

b. Adoption of Children - A teacher may be entitled, upon request, to personal leave, without pay, to commence at any time during the first year of adoption after receiving legal custody of an infant child or prior to receiving such custody, if necessary, in order to fulfill the legal requirements for adoption

c. Political Reasons - A leave of absence without pay for a period of hours equivalent to twenty (20) consecutive days may be granted to a teacher upon request for the purpose of campaigning as a candidate for public office. If the teacher is elected to the office or appointed to an office, and the work of the public office would interfere with the task of teaching he/she may be entitled, upon request, to personal leave, without pay, for one (1) year, renewable annually at the discretion of the Board.

d. Other Reasons - Personal leave without pay may include but not be limited to: childcare, medical reasons, religious reason, and illness in immediate family, Peace Corps, the overseas exchange teacher program, VISTA and other official governmental agencies. With the exception of those previously stated, the Board reserves the right to deny extended personal leave requests for teachers who leave the system to work in a paying job.

e. A teacher may be permitted, with approval of the principal, to take one (1) day of personal leave without pay either immediately preceding or immediately following a negotiated paid holiday. There shall be no deduction of pay for the negotiated paid holiday.

#### F. Military Leave

1. A teacher may be granted military leave of absence provided that:

- a. He/She is inducted into the Armed Services via the Selected Service Act or volunteers in lieu of induction.
- b. He/She enlists in the Armed Services during the period our forces are engaged in combat.
- c. He/She is recalled to active service from reserve status.

2. All teachers who are members of the United States Armed Services or National Guard shall be entitled to leave of absence from their respective duties, without loss of pay, time or efficiency rating, on all days during which they are engaged in active duty, field exercises or training in which they are so ordered. Paid leave for field exercises or training shall not exceed the hourly equivalent of seventeen (17) working days and paid leave for active duty shall not exceed 240 working hours in one (1) school fiscal year.

#### G. Temporary Duty

1. Temporary duty is duty for the benefit of the school district and generally initiated by the school or district office. Temporary Duty leave may be used for Association business with an advance written request from the Association president or designee to the Superintendent or designee provided the Association reimburses the district for the cost of substitute staff if substitutes are employed.

2. When mutually agreed upon, teachers may be assigned to be temporarily away from their regular duties of employment for the purpose of performing other educational services including participation in surveys, meetings, study courses, workshops, etc. expenses as provided by state law and district regulation. Approval of "assignment for temporary duty" must be secured in the same manner that leaves are approved.

3. On granting approval for attendance at any meeting or convention, the following criteria shall be considered:

- a. The position and/or responsibility of the applicant in relation to his/her school and/or school system.
- b. The value to the school system which reasonably may be expected from attendance and participation in the particular meeting.
- c. Availability of funds designated for this purpose.

4.a. Approval for any in-state or out-of-state trips at district expense shall be obtained through the following channels: application for such leave by teachers in the elementary and secondary schools shall be made to the principal and is subject to his/her recommendations; and leave request forms should be obtained from the principal and submitted for approval well in advance of the planned absence.

b. Leaves that are for out-of-state travel must be approved by the appropriate Executive Director prior to the effective date of leave.

c. Out-of-state meetings must be approved by the appropriate Executive Director prior to taking such leave in order for the teachers to be eligible for district reimbursement for travel expenses.

## H. Jury Duty

Temporary duty with pay will be granted to a teacher who is summoned to serve on a jury, subpoenaed to appear at a legal proceeding as a witness, if he/she is required by law to attend, or to make appearance in any court proceeding resulting from activities relating to the teacher's employment with the school district. Such leave must be requested and approved in advance. An employee who is excused from such service, prior to the end of the working day will be expected to return, when practical, to duty for the balance of the duty day. In no case shall temporary duty with pay be granted for court attendance when an employee is engaged in his/her personal litigation.

### I.1. Family Medical Leave Act

a. It is the intent of the School Board and the Association to comply with the provisions of the Family Medical Leave Act (FMLA) and Department of Labor Opinion Letters. If any provisions of this contract are in conflict with the Family Medical Leave Act or Department of Labor Opinion letters, they will be void.

b. This leave provision is not intended to limit or reduce leaves provided under other terms of this contract.

c. If an employee has paid leave time when FMLA is awarded, the employee may elect to use any portion of the paid leave congruently with FMLA leave.

d. When an employee returns from FMLA leave, he or she must be restored to the same or equivalent position.

## J. General Provisions Governing Leaves

1. Application for leave and assignment for temporary duty must be made in writing and presented for approval ten (10) workdays prior to date leave is requested. In cases of emergency the ten (10) workday limit may be waived. All requests for leaves must be signed by the teacher, recommended or not recommended by the principal, and granted or denied by the School Board or its designee.

When leave requests are submitted prior to a ten (10) day period the principal will give notification of this recommendation at least two (2) days prior to the date of the requested leave.

2. Any teacher who is willfully absent from duty without leave shall forfeit compensation for the time of such absence and be subject to discharge and forfeiture of tenure and all other rights and privileges as provided by law.

3. A leave once granted shall remain in force for the duration of the granted leave unless both parties, the teacher and the Board wish to terminate such leave.

4. Leaves shall be granted for no more than one (1) school year at a time. Leaves may be renewed for the succeeding year, however, no more than two consecutive years of leave shall be granted.

5. A leave granted establishes an employee/employer relationship during the length of said leave. Granting of a leave to an annual contract teacher during a particular contract year does not denote that he/she will be rehired. A valid teaching certificate must be maintained for a leave to remain valid.

6. A continuing contract teacher or professional service contract teacher returning from leave shall be given his/her position in the same school when he/she returns if leave termination coincides with termination of the school term. If this is not possible, he/she may be given a comparable position.

7. Consideration for the same position in the same school shall be given to the continuing contract teacher or professional service contract teacher whose leave terminates during the school term.

If this is not possible or in the best interest of the educational program, the teacher will return under the conditions as stated in six (6) above.

8. Annual contract teachers returning from leaves of absence shall retain full credit for years of teaching service prior to the leave.

9. Teachers returning from leaves of absence shall retain their contract status upon returning from leave and shall retain full credit for years of service prior to the leave.

10. Any teacher granted an unpaid leave of absence as provided in this article shall be given an opportunity to continue medical, vision, and dental insurance coverages in existing school programs through COBRA during the leave provided that full premiums for such insurance programs shall be paid by the teacher on a monthly basis in advance of the month due. All other coverage will terminate and be subject to the policy provisions. Employees will be responsible for paying their voluntary coverages directly to the vendor (i.e. short-term disability, accidental death and dismemberment).

11. Leave granted on the request of an employee shall be for particular purposes or causes which are to be set forth in a written application for leave. The School Board shall have the right to determine that the leave is used for the purposes or causes set forth in the application, and if not so used the administration shall have the authority to cancel the leave.

12. Specific leave other than sick leave may be refused if the employee's absence would cause undue hardship or interruption of vital school service.

13. Teachers who have been granted leave through the end of the school year shall, no later than March 10, notify the district office or work center head, in writing of their intent to return the next fiscal year, their intent to request an extension of the leave or a letter of resignation effective at the end of the leave.

The Board may consider that failure to comply with this requirement constitutes a resignation by default on the part of the teacher. However, the teacher may apply and be considered for re-employment by the Board. The administration agrees to furnish the Association a list of teachers who are on leave for the remainder of the school year as of February 20.

14. Leaves shall not be granted for a period of time which is less than a half-day of duty in the event an absence would remove the teacher from any of his/her pupil/teacher contact hours with his/her class. An exception to this provision will occur in the event the teacher is granted discretionary leave as specified in D.1.b. of this article and further that a substitute has not been employed to cover such absence.

15. A teacher on extended personal leave, without pay, or sabbatical leave shall not be denied the opportunity to substitute in the school district by reason of the fact that he/she is on such leave of absence. However, a teacher on leave without pay cannot be hired in the school district in the position of a long-term substitute (which shall be 30 or more consecutive days) or as an "As Needed" teacher while on such leave of absence. An employee who is on approved sick leave due to personal illness shall not be eligible to substitute teach.

16. Any employee returning to duty at the end of an approved leave which was granted for medical reasons may be required to present to the cost center supervisor a certificate from a licensed physician or the county health officer stating that the employee is physically capable of performing his/her duties.

## **ARTICLE XVII - MANAGERIAL RIGHTS AND RESPONSIBILITIES**

A. The Association agrees that the Board has the exclusive right and responsibility to formulate and set policy in accordance with applicable state regulations and laws of Florida and the United States of America.

B. The Association agrees that the Board has the exclusive right and responsibility to take whatever actions are necessary, within existing statutes and in this document, to fulfill the obligations of the Board in emergency situations.

C. The Association and the Board agree that this Agreement, or any part thereof, shall not be interpreted so as to abridge, or in any way usurp, the authority and power of the Board as established by constitutional provision, State Board of Education Administrative Rules, Statutes or the Florida School Code existing at the time of this agreement; and further, the Board and the Association agree that should any term or condition of this Agreement be found to be contrary to any constitutional provision or State Board of Education Administrative Rules or Statutes or the Florida School Code, in effect or enacted subsequent to the signing of this Agreement, be null and void.

D. The Association and the Board agree that this Agreement constitutes the entire agreement between the parties with respect to wages, hours, and terms and conditions of employment, for the unit members covered by this Agreement and that the determination of any question with respect to wages, hours, and terms and conditions of employment not expressly covered by this Agreement shall be the exclusive right and responsibility of the Board subject to State Administrative Rules, the Florida School Code and laws of Florida and the United States and supersedes any previous agreements of practices, written or oral.

## ARTICLE XVIII - NEGOTIATION PROCEDURES AND GUIDELINES

A. All items relating to wages, hours, terms, and conditions of employment stated herein are subject to negotiations in accordance with the Constitution and laws of the State of Florida.

B. In any negotiations described in this Agreement neither party shall have control over the selection of the negotiating representatives of the other party.

It is recognized that no final agreement between the parties may be executed without ratification by a majority vote of the Board and majority vote of those voting in the Bargaining Unit ratification vote. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

C. A committee with at least one (1) and no more than two (2) from each negotiating team will edit, lay-out and design and select the order of the table of contents of a Master copy of the Agreement. The administration will provide each work center with a copy of the Agreement to be located in a place accessible to the employee. The Board shall give twelve (12) copies of the Agreement to the Association.

D.1. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining article, sections and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause. The deleted article, section, or clause, as well as any article, section, or clause so affected by the deletion shall be mutually rewritten within thirty (30) days unless extended by mutual agreement and in accordance with Chapter 447 Florida Statutes.

2. In the event the Florida Legislature enacts legislation that will affect terms and conditions of employment of members of the bargaining unit, the Association and the Board agree to negotiate the impact of said legislation.

E. Any matter not specifically covered by this contract but of concern to one or both of the parties may be brought up for negotiations during the contract period if both parties agree.

Both parties agree to waive any and all rights to pursue through PERC and/or the courts a refusal by either party to mutually agree to open negotiations on matters not specifically covered by this contract during the contract period.

F.1. If either party so desires to alter, renew, or terminate this Agreement upon its expiration, a written notice must be submitted to the other party prior to May 15th of the year in which the agreement expires. If such notice is given, negotiations shall be initiated on or before June 1st.

2. When a multi-year agreement has been negotiated between the parties the following procedures will be followed to allow for bargaining reopener articles.

At any time, subsequent to April 1 of any particular year of a multiyear contract either party may give written notice of its intention to open negotiations for an amended agreement for the subsequent year(s) on the following articles: up to three (3) articles chosen by the Association and three (3) articles chosen by the Board. Such articles will be exchanged simultaneously by the Association and the Board. If such notice is given, negotiations will be initiated on or after June 1st of the respective year.

G. If in the course of negotiations either party determines that the difference of position is so serious that further negotiations seem impossible of producing a satisfactory agreement, then said party may invoke the impasse procedure provided in Chapter 447 of the Florida Statutes.

H. The following guidelines will be used when the parties are engaged in active bargaining:

1. Each team shall be limited to not more than six (6) members present at the table at any one given time. Each team reserves the right to bring in consultants, when necessary. The Board's chief negotiator will provide a secretary who will furnish typed minutes to the Association's chief negotiator to be approved at the next session. Minutes to previous meetings shall be acted upon at the beginning of each meeting and initialed by each chief negotiator.

2. Each negotiating team is to designate its chief negotiator at the beginning of the contract discussion. Each party shall reserve the right to determine its chief negotiator and assistant negotiator. The assistant negotiator shall function as the chief negotiator in the absence of the designated chief negotiator.

3. An agenda is to be prepared for the next meeting. Items for the next agenda are to be mutually decided upon at each meeting for the succeeding meeting.

4. Neither negotiating team is expected to make a binding agreement without the expressed approval of the body the team represents. All tentative agreements reached will be initiated by the chief negotiator of each party. Two (2) initialed copies shall be retained by the Association and two (2) by the Board.

5. There shall be no ratification of specific sections of the contract by either the Bargaining Unit or School Board of Seminole County until complete agreement has been reached for the Master Contract, except in the event an issue is negotiated as a result of impact bargaining outside the regular negotiation period same will be subjected to a ratification vote by both parties.

6. These guidelines may be amended only by mutual agreement.

7. All proposals and counter proposals will be submitted in writing. Each team will furnish the other team at least ten (10) copies of all proposals and counter proposals.

8. Negotiations sessions will be held at mutually agreed upon times, dates and a mutually agreed upon site which provides for a central location, adequate meeting/conference rooms, appropriate facilities, safety and security and needed services for negotiations. Meetings may be canceled by either party serving notice on the other at least twenty-four (24) hours prior to the meeting. Canceled meetings may be scheduled for a later date, by mutual consent. Special meetings may be called by mutual consent.

9. There shall be an allowable grace period of fifteen (15) minutes for regularly scheduled meetings.

## **ARTICLE XIX - OTHER FRINGE BENEFITS**

### **A. Insurance and Wellness Selection Committee**

1. The parties shall begin negotiations on health insurance following the return from Winter Break. The Association does not waive any collective bargaining rights with respect to health insurance.

2. A Districtwide Insurance/Wellness Committee of nine (9) voting members shall be established by the Superintendent. The purpose of the committee is to make recommendations to the Superintendent. The committee shall contain three (3) members appointed by the Superintendent, three (3) bargaining unit members appointed by the SEA President, and one (1) member each from NIPSCO, SCSBDA, and SECA each selected by the presidents of their association.

3. The committee shall monitor all benefits offered to employees and develop proposals for changes, modifications, and improvements. All proposals shall be submitted to the Superintendent and a copy provided to the Association Presidents with a committee recommendation provided a majority of the committee supports the recommendation

4. This committee shall study wellness initiatives to help develop and implement wellness program goals and requirements. The committee shall continue to investigate differentiated plans rates and programs for single and family coverage. It is expressly understood that it is not the responsibility of the Insurance Committee to recommend or negotiate Board contributions to the insurance plan.

5. The committee shall meet once a month or more often at the request of any three (3) members of the committee.

6. Committee members attending meetings during their regular contracted work hours shall be provided temporary duty with pay.

### **B. Health Insurance**

The Board shall provide an insurance program for employees as follows:

1. The Board will contribute one hundred percent (100%) of an individual single plan cost for a health insurance plan. Dependent coverage shall be available with payroll deduction. Where two spouses are employed by the School District and they desire to cover their children and one is covered by and shows proof of coverage by another PPACA compliant plan, the single amount for the non-covered spouse shall be credited to the dependent coverage of the covered spouse. In no instance will the total amount paid by the Board for the two employees exceed 2 times the employee only board contribution.

Effective June 30, 2015, those employees who are employed in a contracted position for less than 30 hours per week but at least 50% of a full-time position the Board will offer to contribute fifty (50%) of an individual single premium of a health insurance plan

For those employees who are employed in a contracted position for less than 30 hours per week but at least 50% of a full-time position during the 2014-2015 school year and who have been enrolled in an employer paid health care plan, the Board will continue to contribute one hundred percent (100%) of the individual single premium. This provision shall continue as long as the employee remains in a contracted position of less than 30 hours per week but at least 50% of a full-time position.

2. For an employee who enrolls in the High Deductible Health Plan and has met the five (5) required Wellness activities, the School Board shall contribute \$750.00 to the employee's Health Savings Account or Health Reimbursement Account, whichever is applicable.

3. For an employee who enrolls in the Buy-up Plan and has met the five (5) required Wellness activities, will receive an annual premium reduction of \$750.00.

4. In the event that an employee enters service on or after the beginning of the contract year, the Board shall contribute so much of the annual Board contribution as will continue the employee's elected coverage until June 30<sup>th</sup> provided the employee shall remain employed until the end of the contract year in which he or she became employed. The employee is responsible for payroll deductions for their coverage election. Should the employee be rehired by the District prior to the beginning of the following school year, the employee's insurance coverage will be back dated to June 30<sup>th</sup>.

If an employee resigns or employment is terminated any time prior to the end of the contract year, the termination of his/her health insurance benefits will coincide with the effective date of resignation/termination of employment. The employee may continue these benefits after these dates in accordance with the COBRA law by paying the premium. The full annual premium cost to the Board for the group health insurance package shall be considered a vital part of the employee's compensation. The full amount of premium increase from year to year shall be considered as a benefit increase in lieu of a salary increase deducted from dollars available for salary increases.

5. All newly hired employees eligible for benefits have thirty days from the position start date to select their benefits online and upload any necessary documentation.

6. The employee's insurance will be effective on the first of the month following sixty (60) calendar days from the initial date of employment contingent on his/her meeting the enrollment deadline set above.

7. Any new hire eligible for healthcare that fails to make an election for insurance within the first 30 days of the position start date shall be defaulted to the Board provided health insurance plan. These individuals shall not be eligible for the Board paid disability plan.

8. When an employee who is on sick leave of absence is used up his/her accrued sick leave days the Board will pay one (1) month's Board contribution for the employee's elected health insurance program. If applicable, the one month's plan costs will be part of the coverage provided under the provision of the Family Medical Leave Act.

C. Employees who are eligible for benefits may decline them, provided the employee shows proof of other federally compliant coverage. Employees who are eligible for benefits may elect to receive the Board provided Disability income plan in place of coverage as listed in "B.1." above.

#### D. Cafeteria Style Insurance Plan

1. The Board shall provide a cafeteria style insurance plan in accordance with Section 125 of the Internal Revenue Service Code. This plan is voluntary, and all employees shall have the option to participate, provided such option is exercised during the designated enrollment period.

2. The optional benefits are: dependent health coverage, additional life, cancer, dental, short -term and long- term disability, hospital care plan, critical illness, accident, long term care, and vision insurance. Once an employee has made a selection of benefits the employee may not change such selections during the plan year unless an I.R.S. qualifying event occurs.

3. The Board shall provide these additional options to the cafeteria plan:

a. Dependent childcare reimbursement accounts

- b. Medical, flexible spending account with employee's maximum contribution limited to \$2,700.00.
- c. Employees enrolled in a High Deductible Health Plan are eligible for either a Health Savings Account or Health Reimbursement Account whichever is applicable.

#### E. Optional Insurance

A benefit eligible employee at his/her option may choose to purchase the following insurance, as offered by the Board designated carrier through payroll deduction:

- 1. Dental Insurance
- 2. Accident Insurance
- 3. Critical Illness
- 4. Term life insurance and accidental death and dismemberment coverage
- 5. Short-term and long-term Disability Insurance
- 6. Hospital Care Plan
- 7. Vision Insurance
- 8. Term life insurance for spouse
- 9. Term life insurance for dependent children
- 10. Long term care insurance

#### F. Enrollment Period

1. An "annual" enrollment period shall be held at a time mutually agreed upon by the District and the Association. During the enrollment period, any employee previously eligible for benefits who had not enrolled in one of the Board provided health- care options will be permitted to enroll in such a plan, subject to carrier provisions.

During the enrollment period, dependents previously eligible for benefits who had not enrolled in one of the Board provided health- care options will be permitted to enroll in such a plan.

2. No changes in the insurance selection will be made by the employee during the year except due to an I.R.S. qualifying event.

3.a. Upon return from a Board approved leave without pay the employee shall be entitled to re-enroll in the benefit plans they were previously enrolled in prior to the leave of absence. The employee has 30 days from their return from leave to submit the enrollment forms to the Employee Benefits Department. Coverage will be effective the first of the month following 30 days after the return from leave.

b. The Board shall provide one times the employee's annual salary of term life insurance and one times the employee's annual salary of accidental death and dismemberment insurance with a minimum of \$25,000 for all employees who are eligible for benefits.

#### G. Retired Employees

Employees retiring shall be allowed to purchase the group health and medical insurance policy adopted by the School Board at the Board rate.

Premiums for the group health and medical policy will be payroll deducted from the employee's monthly State Retirement paycheck, provided said retirement paycheck is sufficient to cover the premium deduction.

If the monthly retirement paycheck is not sufficient to cover the premium deduction, the retiree will be billed on a monthly basis by the Board.

#### H. Worker's Compensation

1. Worker's Compensation is available to employees with work related injuries. Insurance is provided by the Board in accordance with Florida Statutes, Chapter 440. Employees who are injured while working shall report same to his/her immediate supervisor as soon as possible following the incident.

2. Should an employee who is injured while on the job use all of the 10 days (or the equivalent hours thereof) provided for injury and/or illness in the line of duty and it is necessary for the employee to go on worker's compensation, the employee shall be given the option of using his/her available accrued sick leave to cover 1/3 of each day of worker's compensation absence.

3. If an employee is taken out of work by a worker's compensation doctor for more than ten (10) consecutive days, the employee must apply for FMLA.

At the time of each new injury or as soon as the employee's illness or injury will allow, an employee will be required to complete the appropriate form indicating whether or not the above referenced offset provision will be used. An employee may change his/her election only once during the course of each absence due to a job-related illness/injury.

4. Should an employee elect to utilize sick leave to offset the worker's compensation benefit, one-third (.3333) of a day (or the equivalent hours thereof) will be charged against the employee's accrued leave balance for each day of worker's compensation absence. The employee's biweekly gross pay will reflect a reduction of the remaining 2/3 of a day's pay for each day of worker's compensation absence. The worker's compensation payments, pursuant to Florida Statutes, will be sent directly to the employee by the District's carrier. Such deduction shall be made for regular workdays and paid holidays until all accrued leave is used or the employee is able to return to work, whichever occurs first.

A delay may occur in reporting worker's compensation absentee data. Therefore, a final adjustment of pay (+or -) will be made to the employee's first regular paycheck following his/her return to duty.

5. Payment to the employee will be made on the first regularly scheduled payday for the employee, provided that the election form is received in payroll no later than one week prior to the regularly scheduled payday. If this timeline is not met, the employee shall be paid no later than the next regularly scheduled payday.

6. Paychecks issued to employees as referenced in J.4 above will include deductions for any applicable taxes, garnishments, or authorized payroll deductions previously recorded for said employee, provided the amount of pay is sufficient to cover such deductions. Should the amount of pay not be sufficient to cover all deductions, the pay will be distributed to cover deductions to the extent possible based on the following priority:

- a) Applicable taxes
- b) Garnishments (i.e., levies, child support, writs)
- c) Insurance benefits
- d) Annuities
- e) Professional dues
- f) Credit Union
- g) United Way

#### I. Employee Assistance Program

The Board shall offer an Employee Assistance Program which will provide the employee the opportunity for confidential, professional assistance according to the plan provisions.

#### J. Tax Sheltered Annuities

When requested by the employee, payroll deductions for tax sheltered annuities participation and/or deferred compensation will be provided by the Board. The handling of said deductions will be at no cost to the employee.

#### K. Payroll Deductions

1. All payroll deductions provided for in this agreement, with the exception of Tax-Sheltered Annuities, will be in equal installments in proportion to the number of installments that the employee's salary is paid.

2. In cases where the open enrollment period extends beyond the cut-off for the first payroll period, payroll deductions will be evenly distributed beginning with the second pay period.

#### L. Credit Union

Payroll deduction for employee credit union participation, when requested by the employee, will be provided by the Board at no cost to the employee. Enrollment periods for the above will be at the employee's request with sufficient notification to the Payroll Department. Such deductions shall be transmitted within two (2) workdays of the pay date to the Credit Union.

#### M. Direct Deposit

1. The Board agrees to electronically direct deposit employee's paychecks, to a qualified financial institution, provided the employee individually authorizes the Board to do so. It shall be the employee's responsibility to complete the direct deposit authorization forms.

2. Authorization forms for direct deposit shall be available at all worksites and at the District Payroll Office. Direct deposit will be effective no later than thirty (30) business days (workdays for District Office employees and bank employees) following the receipt of the correctly completed authorization form in the District Payroll Office.

The authorization form shall allow the employee to direct monies to the bank of his/her choice, via the automated clearinghouse in the amount of his/her choice in compliance with Banking Regulations.

3. If an employee participates in the School Board's Direct Deposit program and is reported absent without pay in the final week of a pay period, every effort shall be made by the Payroll Department to deduct such absences from the current pay period's check prior to balancing the payroll. In the event, the deduction for absences cannot be applied prior to balancing, the Payroll Department is hereby authorized to automatically deduct such overpayments from the paycheck immediately following the pay period in which said absences occur. The Payroll Department will send written notification to each affected employee of said dollar amount to be deducted. Such written notification will require the employee's signature as acknowledged receipt of the information and must be sent to the employee within three working days of the pay date in which the overpayment occurred.

4. All new hire employees must participate in the School Board's Direct Deposit program.

#### N. Retirement Terminal Pay

The Board and the Association agree to an aggressive phase in plan to improve Retirement Terminal Pay as defined in Article XIX, Other Fringe Benefits, with the full intent of providing a benefit level that values and appreciates dedicated continued service to Seminole County Public Schools. To achieve this goal, on the following is agreed to:

1. Upon an official retirement date/DROP exit date, an employee will receive terminal pay for unused sick leave hours multiplied by 50 percent of the employee's hourly rate of pay up to 100 days; 80 percent of the employee's hourly rate for days over 100 and 13 years of service in SCPS; 90 percent of the employee's hourly rate for days over 100 and 14-19 years of service in SCPS; 100 percent of the employee's hourly rate for days over 70 and 20 plus years of service in SCPS.

a. Employees participating in the Deferred Retirement Option Program (DROP) shall be provided the option to receive the terminal sick leave pay for which they are eligible at the time they enter the program. Such payment(s) shall be paid into the tax deferral plan as may be required by paragraph (b) below. Such payment(s) shall be calculated as follows:

- Year one (1) of DROP - 20% of accumulated sick leave terminal pay.
- Year two (2) of DROP - 25% of accumulated sick leave terminal pay.
- Year three (3) of DROP - 33% of accumulated sick leave terminal pay.
- Year four (4) of DROP - 50% of accumulated sick leave terminal pay.
- Year five (5) of DROP - 100% of accumulated sick leave terminal pay.

b. Terminal sick leave pay shall be paid into a tax deferral plan adopted by the school board and shall then be paid to the employee in accordance with the terms of such plan.

2. Upon the death of an employee, his/her beneficiary will receive terminal pay for unused sick leave hours in an amount determined as follows:

a. During the first 3 years of service in Seminole County, the hourly rate of pay multiplied by 35 percent times the number of hours of accumulated sick leave.

b. During the next 3 years of service in Seminole County, the hourly rate of pay multiplied by 40 percent times the number of hours of accumulated sick leave.

c. During the next 3 years of service in Seminole County, the hourly rate of pay multiplied by 45 percent times the number of hours of accumulated sick leave.

d. During the next 3 years of service in Seminole County, the hourly rate of pay multiplied by 50 percent times the number of hours of accumulated sick leave.

e. During the 13th year of service in Seminole County, the hourly rate of pay multiplied by 50 percent times the number of hours of accumulated sick leave up to 100 days or hours equivalent thereof and 75 percent times the number of hours of accumulated sick leave in excess of 100 days or hours equivalent thereof.

f. During the 14th-19th years of service in Seminole County, the hourly rate of pay multiplied by 50 percent times the number of hours of accumulated sick leave up to 100 days or hours equivalent thereof and 80 percent times the number of hours of accumulated sick leave in excess of 100 days or hours equivalent thereof.

g. During the 20th-24th years of service in Seminole County, the hourly rate of pay multiplied by 50 percent times the number of hours of accumulated sick leave up to 100 days or hours equivalent thereof and 90 percent times the number of hours of accumulated sick leave in excess of 100 days or hours equivalent thereof.

h. During and after the 25th year of service in Seminole County, the hourly rate of pay multiplied by 50 percent times the number of hours of accumulated sick leave up to 100 days or hours equivalent thereof and 100 percent times the number of hours of accumulated sick leave in excess of 70 days or hours equivalent thereof.

3. Official retirement will mean the filing of an application to the Department of Administration, Division of Retirement for full or reduced benefits under the Florida Retirement System Pension Plan or the Florida Retirement System Investment Plan. This applies to employees who are older than forty-two (42) years of age and have a minimum of six (6) years of service with the District who terminate their employment, and who concurrently file for benefits from their retirement plan in either a lump sum or monthly benefit.

4. To be eligible for the benefit, the staff member must have been employed by the School Board of Seminole County at the time of the retirement or death.

5. The Deferred Retirement Option Program (D.R.O.P.) will be made available to those employees who meet the criteria as established by action of the 1997 State Legislature. D.R.O.P. will operate as prescribed by law. Payout for unused sick leave will be made upon termination.

O. A 401(a) and/or 403(b) plan is required for all bargaining unit members. The program will place the employee's terminal leave payout at the time of retirement (for sick and/or annual leave) into a 401(a) and/or 403(b) IRS approved plan subject to applicable restrictions. Monies placed into the plan can be withdrawn at age 55 without penalty. If an employee under age 55 requests his/her funds within 45 days of actual termination of his/her employment, the School Board will authorize a payment necessary to hold harmless said employee from the penalty imposed for early withdrawal. Any other deductions such as federal income taxes will be borne by the employee at the time of withdrawal of funds.

## **ARTICLE XX - PERFORMANCE-BASED-PAY**

### **A. Segment 1 - Perfect Attendance Bonus**

The perfect attendance bonus will be suspended for the remainder of the contract term.

### **B. Segment 2 - Stipends for Inservice**

1. An employee who attends district inservice programs that are conducted outside the regular duty day shall be compensated at the rate of \$100.00 for a six-hour inservice and \$50.00 for a three-hour inservice

2. Attendance at an inservice conducted outside of the duty day shall be strictly voluntary.

3. Notification of inservice opportunities shall be posted on-line.

4. Application to attend an inservice shall be submitted to Professional Development in accordance with procedures defined by the Professional Development Department.

5. Employees submitting applications for an inservice and who meet the established criteria contained in the inservice posting shall be selected to attend on a first come, first serve basis.

6. The School Board will supply the SEA with the total amount of funds expended for inservice stipends at the end of each school year.

7. Stipends will be provided for all three or six-hour District initiated inservice programs outside of the workdays until the allocated funds in the stipend budget have been expended. Stipends will be provided for three or six-hour school initiated in-services which are supported by grants or required by administration.

#### C. Segment 3 - National Board Certification

1. Any teacher, who chooses, may apply for National Board Certification, following the application procedure established by the National Board and prescribed by the State legislature.

2. A teacher who chooses to apply shall be eligible to receive the monies allocated as annually funded by the Florida Legislature in accordance with Florida School Code 1012.72 and any subsequent amendments adopted by the Florida Legislature.

a. A teacher who holds National Board Certification shall receive an annual bonus as established and funded annually by the Florida Legislature as long as that teacher is employed by the District and the District certifies annually that the employee has demonstrated satisfactory teaching performance pursuant to Chapter 1012.31 of the Florida School Code.

b. An annual bonus, as established and funded by the Florida Legislature, will be paid to a teacher who meets the requirements of paragraph a. above, and agrees, in writing, to provide the equivalent of twelve (12) workdays or eighty-four (84) hours of mentoring and related services to teachers within the State of Florida who do not hold certification by the National Board.

#### D. Segment 4 -Performance-Based-Pay

1. In accordance with s.1012.22 Florida Statutes, the effectiveness of annual evaluations will be used to qualify teachers for any salary adjustments.

2. Teachers who receive an unsatisfactory annual evaluation will not receive an index salary adjustment for the subsequent year.

### **ARTICLE XXI - PERSONNEL FILES**

A. The personnel file of a teacher shall be maintained according to the following provisions:

1. Upon request, the teacher or any person designated in writing by the teacher shall be permitted to examine the personnel file.

2. The teacher shall be permitted conveniently to reproduce any materials in the file at a cost no greater than five (5) cents per page.

3. Except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension or dismissal under laws of this State, no derogatory materials relating to a teacher's conduct, service, character or personality shall be placed in the personnel file of such teacher.

B. A copy of materials to be added to a teacher's personnel file shall be provided to the teacher either:

1. By certified mail, return receipt requested to his/her address of record; or

2. By personal delivery to the teacher. The teacher's signature on a copy of the materials to be filed shall be proof that such materials were given to the teacher, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents.

C. When a teacher, in writing, requests the Superintendent to conduct an informal inquiry regarding material placed in his/her personnel files, the Superintendent or his designee shall commence the investigation within ten (10) workdays. The official making the inquiry shall append a written report of his findings to the material within fifteen (15) workdays after the conclusion of the investigation.

D. The term “personnel file”, as used in this article means all records, information, data, or materials maintained by the Board in any form or retrieval system whatsoever, with respect to any of its teachers which is uniquely applicable to that teacher, whether maintained in one or more locations.

## **ARTICLE XXII - POLITICAL ACTIVITY**

A. All teachers shall have entire liberty of political action when not engaged in their employment, provided such action is within the laws of the United States of America and the State of Florida; and provided further that such action does not impair their usefulness in their respective capacities.

B. The right of all teachers to work and to vote for the party, candidates, and issues of their choice shall never be questioned, abridged, or denied.

C. All teachers shall be entirely free from political domination or coercion or the pretended necessity of making political contributions of money, or other things of value, and from engaging in any political work or activity against their wishes under the assumption that failure to do so will in any way affect their status as employees of the school system.

D. Use of political material for instructional purposes in the classroom is not forbidden, but each teacher must be accountable that his/her presentation is open minded, fair, responsible, and respectful of the differing opinions of others.

## **ARTICLE XXIII - PRE-SERVICE AND PROFESSIONAL DEVELOPMENT**

### **A. Pre-Service Training**

1. The parties recognize that students are entitled to be taught by fully qualified teachers while at the same time recognizing a professional responsibility to assist in the preparation of student teachers. Supervising teachers of student teachers shall be assigned by the principal on a voluntary basis.

2. No supervising teacher shall accept and supervise more than one full-time teaching intern per school year. Any remuneration or benefit received by the district for accepting such a student teacher shall be paid or given in full to the supervising teacher.

### **B. Professional Development**

1. Professional Development is defined as a program designed to increase the competencies needed by instructional personnel in the performance of their assigned duties. The teaching profession shall have the responsibility for providing information to make the Professional Development program meaningful and relevant.

2. Teachers required to attend professional development shall not be required to complete homework assignments. However, teachers choosing not to do the assignments shall not be eligible to receive inservice points if said assignments are an integral part of the professional development activity.

## **ARTICLE XXIV - PROFESSIONAL SPECIALISTS**

The Board agrees to employ professional specialists according to the needs of each school as determined by staffing procedures with the involvement of teachers, guidance counselors and administrators pursuant to Federal Law and Regulations, State Law, State Board Regulations, and the Florida School Code.

## **ARTICLE XXV - PROMOTIONS**

A.1. Whenever a vacancy shall occur in any district level promotional position in the school district for which certification is required, the Board shall publicize the same by giving written notice to the Association and by providing for appropriate posting in all schools. The posting shall clearly set forth a description of the required qualifications for the positions, including duties, job description, years of service, salary, procedure of interview, and the procedure for judging merits of the applicants. No vacancy shall be filled except on a temporary basis until such vacancy shall have been posted for at least five (5) working days prior to the last day on which applications will be accepted. The Board shall notify each applicant of the disposition of his application for a position.

2. If the administrative vacancy occurs, transfers may be made within the management team without necessarily advertising. After transfers are complete, then any remaining positions shall be declared vacant and advertised as above.

B. The Board agrees to give equal consideration to hiring personnel currently employed by the Board for administrative positions whenever possible if they are qualified.

C. This article is non-grievable beyond Step II of the grievance procedure.

## **ARTICLE XXVI - REDUCTION IN FORCE**

A. In the event the Superintendent determines that the district-wide instructional staff needs must be reduced or a particular type of teacher service will be discontinued on a district-wide bases, the Association will be notified by the Superintendent in writing with an explanation of the reasons for such reduction in force at least fifteen (15) days prior to the Superintendent's submission of his recommendation to the Board for final Board determination. The Board shall not be arbitrary or capricious in determining the need for a reduction in the instructional staff.

B. In the event the Board determines that the district-wide instructional staff will be reduced, or a particular program area will be discontinued on a district-wide basis, normal attrition (defined as retirement or acts of employment separation initiated by the employee or the principal/cost center supervisor) shall be used first and then the following procedures shall be implemented:

### **1. Workforce Reduction**

a. The Board shall determine the number of/and secondary school subject area positions and the number of elementary school positions which will be eliminated. After such determination has been made, the Association will be notified.

b. Pursuant to Chapter 1012.33 (5), Florida Statutes, if workforce reduction is needed, employees at a school in the school district will be retained based upon educational program needs and the performance evaluations of employees within the affected program areas. Selection of the teacher(s) to be laid off will be determined by an average of the three (3) most recent annual evaluations among the teachers in the affected program areas who have not had a break in service within the last three years.

Teachers with fewer than three (3) annual evaluations and/or those teachers who have had a break in service within the past three years shall be non-renewed before any workforce reductions are implemented under this article.

The annual evaluation during the year in which the workforce reduction is identified shall be considered in the calculation of the evaluation average. The teacher with the lowest score will be reduced first, the teacher with the second-lowest score will be reduced second and will continue in this manner until all necessary reductions have been made.

### **2. Recall**

a. The Board shall determine the subject area positions in secondary schools and the number of positions in elementary schools in which recall will be made and the number of teachers to be recalled.

b. Teachers who have been laid off shall be recalled first in inverse order of reduction. Should a recall occur within a contract year, annual contract teachers who have been laid-off during the contract year shall be called in inverse order of reduction.

c. No new teachers shall be hired in a laid-off teacher's subject or grade level until all certified and fully approved laid-off teachers from that subject area or grade level have been recalled or have declined or failed to accept recall. No new teachers will be hired in any subject areas or grade levels before teachers who are laid -off from other subject areas or grade levels who may be qualified and who possess the necessary certification have been offered the position have declined or failed to accept the position.

The provisions of this section shall not apply to annual contract teachers beyond the expiration of their contract, unless they have been reappointed for the ensuing year in which case, they will remain on the recall list for the ensuing year.

d. For purposes of this Article, service shall not be deemed to be interrupted by any leave granted and approved pursuant to this Agreement.

e. Within fifteen (15) days of the mailing of a letter of recall, if the letter of recall is post-marked on or before July 31, and within ten (10) days of the mailing of such letter, if the letter is post -marked on or after August 1, a teacher shall notify the School District Human Resources Department in writing whether he/she will accept re- employment. Failure to respond to the letter of recall within the time required automatically terminates the teacher's right of recall.

Each teacher shall notify the School District Human Resources Department in writing of an address to which a letter of recall may be sent. Such letter shall be mailed to the teacher at the last address recorded in the School District Human Resources Department.

f. Teachers will be removed from the workforce reduction list in the event they have not been recalled within a three (3) year period following workforce reduction.

### 3. Accumulated Leave

In the event of lay-off pursuant to this section, a teacher's seniority will remain unbroken and his/her accumulated leave days shall not be canceled but shall remain credited to him/her pending his/her return to a teaching assignment in the district.

Teachers on a workforce reduction list shall not be prohibited from seeking and accepting gainful employment elsewhere and shall not be terminated for that reason except on written request of the teacher.

4. Any teacher who would have qualified for retirement during the reduction year shall be permitted to teach that year so as to acquire needed service.

## **ARTICLE XXVII - SATURDAY AND WEDNESDAY SCHOOL HIRING PROCEDURES**

If an administrator opts to employ teachers as Saturday/Wednesday School monitors the following procedures will be followed:

1. All teachers will be given an opportunity to volunteer to serve as a monitor;
2. The principal shall select from the teachers on the list.

## **ARTICLE XXVIII - SUBSTITUTE TEACHERS**

In the case of absence, the administration shall provide qualified substitutes for regular classroom teachers. Providing qualified substitutes for teachers in special areas shall be left to the discretion of the principal, however, the principal will make every effort to procure available substitutes for P.E., art, and music. Efforts will be made not to assign class coverages during the teacher's planning time.

## **ARTICLE XXIX - SUMMER EMPLOYMENT VARIATIONS**

In the event the School Board determines the normal 5-day workweek will be compressed to a 4-day workweek during the summer, the following contractual variations shall apply:

- A. The work week shall be in accordance with the student attendance calendar as adopted by the School Board including one (1) additional workday for pre/post planning.
- B. Full-time summer schoolteachers will be employed for six (6) hours and fifteen (15) minutes per day worked, which will include at least a ten (10) minute duty-free break, as close as possible to the middle of the workday.
- C. Full-time summer schoolteachers shall be given at least thirty (30) minutes per day for planning and preparation of classroom work or shall be given the weekly equivalent of thirty (30) minutes per day for the week.

## ARTICLE XXX - SUMMER SCHOOL HIRING PROCEDURES

A. Pursuant to Chapter 447, Florida Statutes, the School Board will determine the school sites for its operation of the summer school program.

B. Summer school teacher application forms shall be made available to teachers in each school no later than May 1. Application forms shall include blanks for teachers to list their areas of certification, years of experience, and blanks for desired summer school centers.

C. Effort will be made to place middle school teachers into middle school summer classes and high school teachers into high school classes. Those teachers with dual certification may be used at either level.

D. Effort will be made to fill summer school teaching positions with in-field certified teachers.

E. Applicants for summer school positions must have worked during the previous year in Seminole County or must have been recommended for appointment the ensuing year, except in the situation where a particular course must be taught and no Seminole County teacher, who is certified in the particular field, has made application for summer teaching employment.

F. Teachers shall be paid a summer school day's salary if they are requested to report to work in the summer session and there are not enough students to justify the continuance of the class.

G.1. Summer school sites shall be posted at each work site no later than May 1 of each year.

2. Summer school hiring shall be based upon the following factors: area of certification, "satisfactory" previous year's annual evaluation is defined as the previous school year's annual assessment, years of experience in the county, years of experience in the school, teaching experience in the subject and level for which the teacher has applied, and past experience as a summer school and/or after school tutorial teacher.

3. Each summer schoolteacher new to the school will be evaluated by the cost center supervisor or designee. A teacher receiving an unsatisfactory evaluation would be ineligible for summer employment for the following summer session.

H. Principals will endeavor not to require summer schoolteachers to sacrifice planning time to supervise students who must make up time due to absence.

I. The Board agrees to the following procedures during the summer school sessions:

1. One-half (1/2) a summer schoolteacher day will be provided for pre-planning.
2. One-half (1/2) a summer schoolteacher day will be added to the end of the last student attendance day for post-planning.
3. Teachers hired after the pre-planning day will receive only the post-planning one-half (1/2) day as per Section 2. above.
4. Elementary schools will have one full day of pre-planning instead of the above.

J. When the Superintendent determines the need to provide a Seminole County Virtual School summer program the procedures outlined below will be followed:

1. Students may take SCVS 365 courses for acceleration or remediation. Students may also request an April/May/June start date pending instructor availability.

2. SCPS teachers would be eligible for selection to participate in SCVS 365:

A. Distribute applications for staff at the same time as brick-and-mortar summer school applications.

B. SCVS 365 staff selection would be given only to qualified SCVS teachers. This is necessary due to the additional technological skills and data systems used by virtual teachers and the need to ensure the availability of experienced virtual teachers to mentor any new teachers with no prior virtual instruction experience.

C. For current SCPS teachers interested in becoming qualified to teach SCVS 365, orientation sessions will be held in February/March. Attendance at an orientation session would be mandatory for any instructor that has not previously taught with Seminole Virtual within the last two (2) years. The purpose of the orientation would be to ensure that teachers understand the expectations of virtual instruction and technical skills needed to be successful.

D. As enrollment creates a need for a teaching position that cannot be filled by an existing SCVS teacher, selection will occur by the SCVS principal or designee using an interview process from among the pool of SCPS teachers who completed the application process.

E. Online and face-to-face training would be required prior to the first day of instruction with SCVS 365 as well as a period of face-to-face work at the Virtual campus to ensure the employee has the skills and supports needed to successfully work in the virtual environment. Teachers will be compensated with a stipend of \$200.00 (not to exceed 20 hours total) for all trainings that take place prior to the start of summer classes.

F. At the discretion of the SCVS Principal, up to three (3) SCVS 365 teachers with prior virtual instructional experience may be designated as "SCVS 365 Lead Teacher" for the purpose of supporting and mentoring teachers with no prior virtual instructional experience. An additional 12 hours per week per Lead Teacher will be allotted to the 365 SCVS Budget.

G. Teachers must be available with uninterrupted internet and phone service for the entire summer.

3. Compensation: Although the SCVS 365 program would generate no additional FEFP funding for SCPS, the program would maintain student interest in SCVS and reduce lost FEFP funding to FLVS. Also instruction in the virtual environment has unique advantages and challenges. Off-site work, variable hours, skill at motivating students in a non-face-to-face setting, and variance in student pace are among the many factors that create the need for the innovative compensation model for teachers defined as follows:

A. Total Summer Compensation = Base Pay + Completion Supplement.

Base Pay = fixed amount for all teachers, regardless of student count.

Completion Supplement = additional income for each student who completes a half-credit course. Amount of supplement depends on the level of rigor for each course taught, since higher levels of rigor necessitate a smaller student load.

B. Compensation Model Example:

Base Pay: \$2,000 (For an 8-week summer) \$2,500 (For a 9-week summer) to be paid as \$500 per week.

Completion Supplement:

Level A Course(s):	\$62.50/completion	Math & Science
Level B Course(s):	\$20.00/completion	Driver's Education
Level C Course(s):	\$50.00/completion	All other courses

C. Student Loads – based on instructional needs

Level A Course:	16 minimum, 40 ideal, 64 maximum
Level B Course:	50 minimum, 125 ideal, 200 maximum
Level C Course:	20 minimum, 50 ideal, 80 maximum

Minimum = # of students enrolled to schedule course Ideal = target for scheduling purposes

Maximum = highest permitted enrollment (Maximum may be exceeded with the permission of the teacher at the discretion of the principal)

D. Compensation Examples

Teacher Type	Base Pay	Base= Minimum Load	Base= Ideal Load	Base= Maximum Load
A	\$2,000	\$3,000	\$4,500	\$6,000
B	\$2,000	\$3,000	\$4,500	\$6,000

C	\$2,000	\$3,000	\$4,500	\$6,000
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E. SCVS 365 students starting classes prior to the end of the school year: Any student registered with SCVS after April 15, will be considered an SCVS 365 student. These students will be placed into a separate class section (SCVS 365) in VSA for ease of monitoring. SCVS 365 teachers are eligible to receive a completion bonus on these students, also, these students count towards a teacher's number of students for base pay.

F. Non-summer school students who are not complete prior to the end of the school year: although SCVS teachers and staff will make every effort to complete these students prior to the end of the school year, there will undoubtedly be some students who will not be 100% complete by the end of the year. If a student is over 70% complete, the student will be assigned to a summer schoolteacher and will be counted towards the teacher's base pay, but the teacher will not be eligible for a completion bonus. If a student is less than 70%, and there is evidence that the student is willing/able to complete the course, the summer schoolteacher will be eligible for base pay and a completion bonus for this student.

### **ARTICLE XXXI - SUPPORT OF TEACHERS**

A. Any case of assault and/or battery by anyone upon a teacher in connection with the exercise of legitimate teacher authority will be reported to the principal and/or principal designee. The principal and/or principal designee will review and investigate. Any student discipline will follow the school board policy (Student Code of Conduct). A student who deliberately and knowingly strikes a teacher will be removed from the class until the investigation is completed. Nothing contained in this section shall prohibit a teacher from contacting the proper legal authorities and filing charges against the person or persons who committed the assault and/or battery. No punitive actions shall be taken by any administrator against any teacher who exercises his/her legal rights.

B. Absence due to injury and disability as a result of an assault by students or non-students on school property or off school property, when the teacher is on school business shall not be charged against the teacher's sick leave days.

The Board shall continue his/her salary and benefits for the duration of the teacher's absence provided it does not exceed ten (10) workdays.

However, in the case of injury and disability occurring as a result of assault as the opinion of the school if Board warrants it, additional emergency sick leave may be granted for such term and under such conditions as the School Board shall deem proper. If Workers' Compensation is paid to the teacher while the teacher is receiving a salary, the teacher shall return the Workers' Compensation to the School Board.

C. In case of assault, battery, or injury suffered by a teacher which is not due to any negligence on the part of the teacher during the performance of his/her duties thus causing damage to his/her personal property, i.e., clothing, glasses, and other personal items, the Board may make equitable financial adjustments with the teacher under such conditions as shall be considered appropriate by the Board.

### **ARTICLE XXXII - TEACHER EVALUATION/CONTINUOUS IMPROVEMENT**

A. The parties agree that the primary philosophy and objective of assessment is to help new and experienced teachers identify areas of success and areas of continuing development. The ultimate purpose of assessment is to improve the quality of teaching and learning. Therefore, the evaluation of the teacher's performance of duties and responsibilities is done to improve the quality of instructional services in the Seminole County Public Schools.

B. It is agreed that the procedures for assessing the performance of duties and responsibilities of all teachers will be consistent with Florida Statutes, the Florida School Code, and the Seminole County Public Schools Evaluation Manual.

It is further agreed that evaluations shall be conducted in accordance with the procedures set forth and/or subsequently amended in the Seminole County Public Schools Evaluation System for Instructional Employees.

Other than for procedural error, the evaluation of a teacher is not subject to the grievance process.

#### 1. Definitions

a. **Formal Observation:** A formal observation assesses an employee's performance observed at the specific time period noted on the form. Only observed performance is assessed. Formal observations will be conducted for a minimum of thirty (30) minutes and shall include a pre- and post-conference.

b. **Classroom Walkthrough-** A classroom walkthrough is a visit which can last for any duration of time. Strengths, suggestions, and concerns from classroom walkthroughs may be noted as part of a general assessment or an annual evaluation. A walkthrough must provide the teacher feedback on both strengths and/or concerns noted during the walkthrough. A classroom walkthrough is formative and should improve the quality of teaching and learning. Walkthroughs will not serve as a substitute for a formal observation.

c. **Informal/Short Observation-** An informal observation assesses an employee's performance observed at a specific time period noted on the form. Only observed performance is assessed. Informal observation visits will last a minimum of 15 minutes with a minimum of five (5) indicators rated. Informal/short observations are summative and do not require a pre or post conference.

d. **Evaluator:** Only a principal, assistant principal, or other appropriately qualified district level administrator who supervises bargaining unit employees shall complete formal, informal/short observations, and classroom walkthroughs. All evaluators shall participate in ongoing professional development on the instructional model. As outlined in the district's DOE approved Administrative Evaluation System, all school administrators will receive information about the SCPS evaluation system and training in the evaluation model from district administrators and the immediate supervisor. This training will include the Florida Principal Leadership Standards, Florida's common language of instruction, and the performance expectations in the evaluation system indicator.

e. **General Assessment:** A general assessment reflects an employee's overall performance as observed through the daily performance of one's responsibilities. It is NOT limited to a specific period of observation time.

f. **Annual Evaluation:** An annual evaluation is summative and is required for all instructional employees. The Instructional Practice Score reflects an employee's overall performance and is limited to a specific contract year of observed performance.

g. **Final Evaluation:** A final evaluation rating is determined by combining the Instructional Practice score and the calculated Performance of Students score.

C. **Peer Evaluation Option:** The Evaluation Committee shall explore the feasibility of implementing a Peer Evaluation Option (See H.3. and H.4.).

D. In addition to the statutory requirement, the Board and the Association agree to the following:

1. Teachers will be provided professional development to familiarize them with the forms and procedures to be used in their formal observation and assessment. This will be completed by the end of the pre-plan each contract year or teachers hired after the initial training will be provided the professional development within 30 days of their start date. Evaluations may not begin prior to the completion of this procedure.

2. Any changes made to the evaluation system must be communicated in writing within 10 days.

3. Only the principal and/or his/her assistant principal shall serve as teacher evaluators. Any person included in the Association's bargaining unit shall not evaluate other persons included in the same bargaining unit.

4. Feedback provided by any person in the Association's bargaining unit will not serve as evidence in a teacher's evaluation.

5. All monitoring or observing of the work performance of a teacher shall be conducted openly.

6. All probationary contract teachers shall be formally observed in the classroom (or the appropriate area if they are not a classroom teacher) at least once a semester during the teacher's employment. All probationary contract teachers will be allowed to invite their specific mentor teacher to be present during their formal observations as observers only, not as evaluators.

7. Each formal observation shall be for no less than thirty (30) minutes and shall be initiated at the start of a lesson or class period. If an evaluator is not present at the beginning of each lesson the teacher will be held harmless for such indicators.

8. All Annual Contract, Professional Services Contract, and Continuing Contract teachers must be evaluated at least once a year.

9. Pre-Observation: A minimum of three (3) school days' notice shall be provided prior to the pre-observation conference. The administrator must include the date of the formal observation and a checklist with the three-day notice of anything he/she requests to view during the pre-observation conference. Unless mutually agreed upon, the formal observation shall not occur sooner than 3 days after the pre-observation conference.

10. The evaluator shall hold a pre-observation conference with the teacher to discuss indicators in which the evaluator will be observing the teacher during the formal observation. The evaluator and the teacher will go over the lesson plan and make any changes prior to the formal observation. The teacher may also bring evidence and discuss with the evaluator the non-observable indicators based on the SCPS Model of Assessment. If the formal observation is not to be completed on the agreed upon date a new pre-observation conference will be scheduled at the request of either the administrator or teacher. A pre-observation conference will not be scheduled 1 week prior to the contract required evaluation completion date.

11. Post observation: A post-observation conference must take place within (5) school days after each formal observation. The evaluator shall hold a post-observation conference with the teacher to discuss a written report of the observation. The report shall contain an appraisal of strengths and/or deficiencies. Recommendations and suggestions for correcting any noted deficiencies shall be included in the report. The evaluator and the teacher will discuss a cooperative plan to correct any deficiencies.

12. The evaluator, and teacher, may choose one (1) observer to be present during the conference to discuss the formal observation, general assessment, annual evaluation, and/or final evaluation.

13. Required formal observation(s) and observation conference(s) shall be completed for probationary teachers no later than 10 school days before winter break for the first formal observation and April 1 for the second formal observation, April 15 for annual contract teachers, and May 1 for all other teachers. This provision does not prohibit additional classroom observations from occurring after said dates.

14. If a teacher's overall Instructional Practice Score drops by more than one rating (from the previous year's overall Instructional Practice Score), then the evaluation will be subject to an administrative review at the work site. The review will include the teacher and a representative of their choosing and the evaluating administrator and their supervisor. The purpose will be for the supervising administrator to review the entire evaluation to determine if re-evaluation is warranted.

15. Unless otherwise notified, for the next two (2) years, category 2 teachers who have an SCPS instructional practice score of Highly Effective shall be evaluated using the SCPS-Educators Accomplished Practices form for two consecutive years. Teachers who are to be evaluated using this form shall receive it no later than May 1st of each year.

a. Should an administrator identify an area of concern in the teacher's performance at any time in the three-year cycle, the previous evaluation procedure shall be followed. The teacher will be notified in writing that he/she is being evaluated using the previous evaluation procedure because there is concern regarding his/her performance. The following procedures shall be followed:

i. The evaluating administrator shall identify the area(s) of concern to the teacher in writing.

ii. The evaluating administrator will recommend and provide assistance to the teacher on how to improve the area of concern.

iii. If the teacher does not improve in the area(s) of concern identified, the evaluating administrator may place the teacher on the previous evaluation form process. The teacher will be notified in writing that he/she is being evaluated using the previous evaluation procedure because there is concern regarding his/her performance.

b. A teacher who is assigned or transfers to a different cost center will have their evaluation model follow them to their new assignment when their teaching assignment has not changed. Examples of a change in teaching assignment are: subject being taught changes, classroom teacher transfers to a counselor position, etc. The administrator retains the authority to keep the assigned teacher at their current evaluation model.

E. An annual evaluation pursuant to Florida Statutes and the Florida School Code will be completed no later than the last day of post-school each year. Any teacher receiving a rating of unsatisfactory on the Instructional Practice portion of his/her annual evaluation shall have been notified of such deficiency on a previous general assessment or observation report at least thirty (30) days prior to the teacher's annual evaluation unless the teacher's employment is interrupted by a Board approved leave initiated by said teacher.

a. **For Category II Teachers** (years 4 and above):

Highly Effective	3.50 - 4.00	Exceeds expectations
Effective	2.50 - 3.49	Meets expectations
Needs Improvement	1.50 - 2.49	Does not meet expectations consistently
Unsatisfactory	1.00 - 1.49	Does not meet expectations

Additionally, Category 2 teacher's rating must reflect:

Highly Effective            At least 75% of indicators rated as HE  
 Effective                    At least 75% of indicators rated HE or E  
 Needs Improvement      Less than 75% of indicators rated as HE and E  
 Unsatisfactory            At least 30% of indicators rated U

b. **For Category I Teachers** (first 3 years):

Highly Effective	3.50 – 4.00	Exceeds expectations
Effective	2.50-3.49	Meets expectations
Developing	1.50-2.49	Shows evidence of building specific skills
Unsatisfactory	1.00-1.49	Does not meet expectations

Additionally, Category 1 teacher's rating must reflect:

Highly Effective            At least 65% of indicators rated as HE  
 Effective                    At least 65% of indicators rated HE or E  
 Needs Improvement      Less than 65% of indicators rated as HE and E  
 Unsatisfactory            At least 30% of indicators rated as U

F. Each teacher shall receive a final evaluation rating which is determined by combining the Instructional Practice annual evaluation (56%), the Deliberate Practice Plan (DPP) (10%), and the student learning growth score (34%).

G. Upon request student's individual performance scores will be provided to the teacher a minimum of ten (10) school days before the said teacher is required to acknowledge their final evaluation.

H. A **PSC/CC teacher** who has successfully completed a 90-day probation period and received at least an "Effective" overall rating on his/her annual evaluation shall have his/her contract renewed. Said teacher also shall be eligible for any negotiated increase or bonus that is applicable to the school year in which the 90-day performance plan was successfully completed.

## I. Evaluation Committee

1. Evaluation Committee: An evaluation committee shall consist of equal representation from both the association and the Board. The SEA president will serve on the committee and choose additional members from each instructional level to represent the association not to exceed 9 teachers.

2. The Evaluation Committee is charged with producing an Evaluation Manual that reflects contract language and district procedures. The manual shall not circumvent the bargaining process and instead shall be a collaborative process. Any suggested changes to the contract by the committee will be subject to established negotiating procedures.

3. The Evaluation Committee shall explore the feasibility of implementing a Peer Evaluation Option, to include, but not be limited to:

- **Determining a method for teachers to be reviewed by a peer**
- **Exploring the qualifications and training of peer evaluators**
- **Assigning teachers to a specific peer evaluator**
- **Designing a peer review procedure that is flexible and yet covers a broad dimension of teaching and learning practices**
- **Release time and a stipend for the peer evaluator**

4. Should the committee wish to make recommendations to change the negotiated evaluation process, recommendations must be made to the joint bargaining teams no later than June 30th of the current contract year and must be approved by both the Board's and Association's bargaining teams. If an agreement is not reached by both bargaining teams, then the committee's recommendations will not be binding unless required by statute or DOE.

## ARTICLE XXXIII - TRANSFERS AND VACANCIES

### A. Transfers

#### 1. Voluntary

a. Teachers may initiate a request in writing for transfer to any vacancy in the District. Said request shall be sent to the Human Resources Department with a copy submitted to the administrator of the present work center. The transfer request form shall include a description of prior experience and areas of certification.

b. At least five (5) teachers or 10% of the total applicants, whichever is more, meeting the qualifications who wish to transfer (with an overall rating of effective or higher on their most recent evaluation and who have been recommended for reappointment for the subsequent year) will be guaranteed an interview for an instructional vacancy that is being advertised which is not replacing a teacher on leave. Positions will be advertised stating if the position is vacant due to a leave.

c. When determining whether a voluntary request for a vacant position will be granted the administrator will consider, but not be limited to, the following criteria:

- (1) Program needs
- (2) Teacher qualification
- (3) Teacher certification
- (4) Length of uninterrupted service in the district
- (5) Place of residence of teacher when request is based on energy conservation

d. When making a request for transfer 20 workdays prior to the first day of pre-plan and during the school year, the teacher must obtain a release from the administrator of the present work center. Said administrator has the sole discretion to deny such request. The principal's signature will not be required during the spring global advertisements.

e. Documentation regarding leaves will be kept by the home school administration and the Human Resources Department.

## 2. Involuntary

a. When it becomes necessary to transfer a teacher or teachers, a written notice of transfer will be given to the teacher(s) being transferred as soon as practicable.

b. When a transfer of teachers is necessary all teachers at that work center will be given the opportunity to volunteer.

c. A list of vacant positions in other work centers in the District will be made available to all teachers being transferred.

d. The selection of teachers to fill vacancies will be based on, but not be limited to the following criteria:

- (1) Program needs
- (2) Teacher qualification
- (3) Teacher certification
- (4) Length of uninterrupted service in the District
- (5) Place of residence of teacher when request is based on energy conservation

e. If extremely unusual circumstances arise which may adversely affect the welfare of a teacher or the school, the Superintendent may involuntarily transfer a teacher even though volunteers may be available. Should the Superintendent choose to involuntarily transfer a teacher under this paragraph, the teacher shall be provided an opportunity to conference with the Superintendent or his/her designee to discuss the reason (s) for the transfer. The teacher shall have the right of representation during such conference. Upon request of the transferred teacher, a letter will be provided listing the specific reason (s) for the transfer. Said letter shall be considered a public record and shall be placed in the transferred teacher's personnel file.

f. In the event that an entire instructional program which receives special funding, such as ESE, is moved from one (1) school site to another, the teachers in said program may be involuntarily moved with the program after a conversation has been held with the building administrator.

## 3. Administrative Transfers

a. When the principal/worksite administrator and a teacher agree that it is in the best interest of the teacher, students and/or school climate for the teacher to be transferred to another worksite, the principal/worksite administrator and/or the teacher shall notify the Executive Director of Human Resources.

b. Upon notification, the Executive Director of Human Resources or his/her designee shall meet individually with both the principal/worksite administrator and the teacher to identify the need for an administrative transfer. Following the meeting, the Executive Director of Human Resources shall make a report and recommendation to the Superintendent.

c. The Superintendent may request a meeting with any of the involved parties following receipt of the report. The Superintendent, based on the information presented, may administratively transfer the teacher.

d. If more than one vacancy exists for which the teacher is certified and qualified, the Executive Director of Human Resources shall determine placement. Upon request, the Executive Director of Human Resources will meet with the teacher to discuss their placement. If there is no available vacancy for which the teacher is qualified, the teacher shall be given the opportunity to wait for the first available vacancy.

e. An administrative transfer shall not be used as a form of disciplinary action, nor shall there be any negative/derogatory statements/documents placed in the teacher's personnel file if an administrative transfer is requested, whether or not it is granted.

f. The administrative transfer process shall not be used to circumvent the voluntary or involuntary transfer procedures.

## B. Vacancies

1. The District shall maintain a twenty-four (24) hour continuous web-based hotline to provide employees with knowledge of bargaining unit vacancies. Information shall be updated on a daily basis and shall include a description of the position or job title, cost center location, and name of the appropriate contact person. The notice shall remain on the hotline for a minimum of three (3) days.

2. A current listing of vacancies shall be available on the district web page. All vacancies shall remain open for a minimum of three (3) working days.

3. The administration may recruit applicants during the school year, prior to the last day of post school, and employ same to fill vacancies that will occur during the following school year, provided that the applicant is seeking a critical area position or is a member of an under-represented class.

4. Such applicant may be employed to fill growth positions or to replace a teacher who is retiring, resigning employment or who is going on extended leave.

5. A copy of the PSC pool and list of non-reappointed AC teachers will be sent to the SEA President within two weeks after AC teachers receive notification of non-reappointment. The County will update the SEA President of the status of the PSC pool every two (2) weeks until the first day of pre-plan the following contract year.

6. Critical area positions shall be determined by the administration with notification provided to the Association by January 1 or prior to beginning of recruiting, whichever comes first.

## **ARTICLE XXXIV - WORKING CONDITIONS**

A. The Board, as it deems sufficient, will provide for the purchase of new or replacement textbooks, library books or other instructional materials, supplies and equipment to support the instructional programs of the school.

B. The Board shall establish the F.T.E. values for the purpose of appropriating funds to the schools for the instructional and extra-curricular programs in accordance with Florida Statutes and the Florida School Code.

C. The principal shall advise the faculty each spring of the projected amount of monies available for the purchase of instructional supplies, materials, and equipment for the coming school year. In developing the instructional program budget for the school, the principal shall seek input from the faculty. The distribution of funds at the school level shall be determined by the building principal after consideration of input from the faculty.

D. Visitation of a teacher's class by persons other than School Board members, administrative/supervisory personnel shall be allowed only after permission has been granted by the building principal no less than twenty-four (24) hours prior to such visitation. Twenty-four (24) hour notice may be waived by the teacher. School tours are exempt from the twenty-four (24) hour notice.

E. The principal will appoint curriculum representatives (team leaders, department chairpersons, curriculum representatives' primary, and/or subject area representatives) from a group of subject or grade level specific volunteers. If there are no volunteers the principal will appoint members to serve. It is understood that curriculum representative responsibilities may include duties that extend beyond the normal workday. Such persons will receive a supplement in accordance with the differentiated salaries as found in Appendix B. Teachers will not be required to serve as curriculum representatives unless they receive the supplement stated above. Curriculum representatives shall be appointed and notified in writing prior to pre-planning of each year.

F. Teacher participation in extra-curricular activities shall be voluntary.

G. Upon request, the principal may allow a teacher temporary access to his/her classroom or other areas necessary to carry out work assignment during non-school days or when the building is normally locked.

H. When the administration, after notification by and consultation with the teacher, determines the existence of an unhealthy or hazardous condition, teachers shall not be requested to perform tasks under such conditions. Teachers shall not be required to inspect facilities for bombs.

I. The administration shall make every reasonable effort to provide determine the following facilities:

1. A filing cabinet, serviceable chair and desk for each teacher;

2. Appropriately equipped, lighted rest room;
3. Lockable storage space in each classroom;
4. A work area for teachers;
5. A communication system for the school;
6. Air-conditioned classroom;
7. Telephone service available in classrooms and planning areas to teachers for official school business;
8. Parking areas for teachers at each school;
9. Teaching stations for special subject areas;
10. Computer work stations for each teacher for classroom management and instruction;
11. Appropriate safety equipment;
12. Space in each school building for special services/classes; and,
13. Custodial services shall be provided by the Board to maintain classrooms and other learning areas of each school in a clean condition.

J. School-wide announcements shall be made at certain designated periods. Reasonable effort will be made to avoid unnecessary announcements and interruptions.

K. Reprimands involving the teacher's professional ability, character or integrity shall be conducted in private. Teachers will receive reasonable advanced notice if they are going to be removed from their classroom for any inquiries or investigations. In instances where the behavior of the teacher requires immediate action on the part of the administrator, the administrator will use professional discretion.

L. Profits from food and soft drink vending machines in areas not accessible to students, such as teacher workrooms and/or teacher lounges, shall be expended as determined by the employees in the school with a written vote determined by the end of pre-plan. Records of receipts and expenditures of such machines shall be on file with the school's bookkeeper and shall be made available upon reasonable request.

M. When special programs or assemblies are planned; teachers shall be given at least a two (2) day notice.

N. If automatic/electronic telephones are not available at a school site, teachers may be required by the principal to telephone parents of students absent from class in order to ensure communications with the parents regarding unauthorized absence from class by students (according to the District Staff and Handbook and Board Policy 5.373).

O. Teachers shall be required to keep records and prepare reports as may be required by State and Federal Statutes, Regulations of State Board of Education and the Florida School Code.

P. The principal may delegate to any teacher the responsibility for the control and direction of the students of the school. Distribution of these duties among teachers available at the designated time will be equitable. Teachers will not be delegated this responsibility during their plan time.

Q. The Board may provide garments for special subject teachers (e.g., shop, art). Teachers may make recommendations toward establishing priorities on local school funds to be used for this purpose. When such garments are purchased from local school funds, teachers shall wear same in the performance of their applicable duties.

R. Teachers working in self-contained classrooms shall be given a restroom break, as needed, during that portion of the day in which their regular planning period is not scheduled.

S. Teachers shall not be required to check for head lice on a regular basis. In cases of suspected school-wide infestation, as a last resort, teachers may be requested to check for head lice.

T. If a parent becomes verbally abusive to a teacher(s) when no administrator is present, the teacher(s) shall not be expected to remain as a participant in the conference. If the administrator is present during a conference in which a teacher may be verbally abused, the administrator will use his/her professional judgment to determine whether or not the conference will continue. Pursuant to Board Policy 3380, if any member of the public uses obscenities or speaks in a demanding, loud insulting, and/or demeaning manner, the employee to whom the remarks are directed shall calmly and politely warn the speaker to communicate civilly.

If verbal abuse continues, the employee to whom the remarks are directed may, after giving appropriate notice to the speaker, terminate the meeting, conference, or telephone conversation. If the meeting or conference is on a school or Board premises, any employee may request that administrator or other authorized personnel direct the speaker to promptly leave the premises. If the person refuses to leave the premises as directed, the administrator or authorized personnel shall seek the assistance of law enforcement and request that law enforcement take such action as is deemed necessary. If the employee is threatened with personal harm, the employee may contact law enforcement.

U. Any teacher assigned to more than one room shall have lockable storage space for his/her use.

V. During the time when teachers are not assigned classes, the working day shall be devoted to tasks assigned by the principal or other administrators. Said task shall be assigned in an equitable manner.

W. Schools will make every effort to provide a working space appropriate to the duties and responsibilities of itinerant teachers and the students served. Concerns relative to space assignment should first be directed to the school administrator and can also be presented to the supervisor of the itinerant teacher.

## **ARTICLE XXXV - TERM OF AGREEMENT**

The Board and the Bargaining Agent acknowledge that during the negotiations, which result in this Agreement, each had the right and opportunity to make proposals and counter proposals, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, each party agrees that the other shall not be obligated to negotiate with respect to any subject matter not specifically referred to or covered in this Agreement.

The provisions of this Agreement shall be binding upon the parties hereto and upon their successors. The foregoing shall become effective the 1st day of July, 2022 and shall be implemented on the date following ratification by both parties, and shall continue in effect until June 30, 2024, with the exception of reopeners cited in the article "Negotiation Procedures and Guidelines" in which case such reopeners will continue in effect until June 30 of the year in which they are reopened.

The foregoing Agreement was ratified by the Seminole Education Association, Inc., the day of the 29<sup>th</sup> day of March, 2023 and by the School Board of Seminole County, Florida the 4<sup>th</sup> day of April, 2023.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the 4<sup>th</sup> day of April, 2023.

**SIGNATURE PAGE**

**APPENDIX A – GRIEVANCE FORM**

**SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA OFFICIAL GRIEVANCE FORM**

REGISTER # \_\_\_\_\_ BARGAINING UNIT \_\_\_\_\_

NAME OF GRIEVANT(S) \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ ZIP \_\_\_\_\_

WORK CENTER \_\_\_\_\_ POSITION TITLE \_\_\_\_\_

DATE OF ALLEGED VIOLATION \_\_\_\_\_ DATE FILED \_\_\_\_\_

CONTRACT PROVISION(S) ALLEGED VIOLATION:

Article/Section/Paragraph \_\_\_\_\_

STATEMENT OF FACTS (BE SPECIFIC):

REMEDY REQUESTED:

SIGNATURE OF GRIEVANT \_\_\_\_\_

\*\*\*\*\*

STEP I: DATE RECEIVED BY ADMINISTRATOR \_\_\_\_\_ INITIAL \_\_\_\_\_

DISPOSITION: DENIED \_\_\_\_\_ GRANTED \_\_\_\_\_ BASIS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE MAILED/DELIVERED \_\_\_\_\_

SIGNATURE OF RECIPIENT: \_\_\_\_\_ DATE: \_\_\_\_\_

\*\*\*\*\*

STEP II: DATE RECEIVED BY SUPERINTENDENT \_\_\_\_\_ INITIAL \_\_\_\_\_

DISPOSITION: DENIED \_\_\_\_\_ GRANTED \_\_\_\_\_ BASIS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE MAILED/DELIVERED \_\_\_\_\_

SIGNATURE OF RECIPIENT: \_\_\_\_\_ DATE: \_\_\_\_\_

DISTRIBUTION:

1-Administrator 2-Grievant 3-Employee Relations 4-Bargaining Unit

## APPENDIX B - SUPPLEMENTS

### 2023-2024

Supplements are paid for assigned duties beyond the normal workday. Additional compensation shall be paid to those individuals who hold the position listed below.

#### I. SUPPLEMENT SCHEDULE FOR INSTRUCTIONAL POSITIONS

Payment for the following positions will be included in the teacher's regular salary check, will be considered inherent and will be reflected as part of the annual salary.

Instructional Position	AMOUNT
Dean	2,080.00
Guidance Counselor	1,455.00
Homebound Chairman	1,455.00
School Social Worker I	2,494.00
School Social Worker II	1,455.00
Staffing Resource Specialist/Student Support Services Facilitator	1,455.00
Teacher on Assignment- Curriculum Support	1,455.00
OT/PT Bachelor	13,695.00
OT/PT Master	12,028.00
OT/PT Doctorate	10,585.00
PSY and Board-Certified Behavior Analyst-Master	7,145.00
PSY and Board-Certified Behavior Analyst -Specialist	5,716.00
PSY and Board-Certified Behavior Analyst -Doctorate	4,167.00
Audiologist	4,167.00
Registered Nurse	1,455.00
Registered Nurse Lead	2,494.00
Speech Pathologist (Cert. of Clinical Competency/Master) *	\$4,800.00

#### II. EXTRA-CURRICULAR ATHLETIC COACHES AND OTHER SUPPLEMENTS

The Board and the Association agree that extra-curricular and coaching positions are not considered hours, wages, terms and conditions of employment of the classroom teacher as certified in the Bargaining Unit. The Board and the Association agree to include extra-curricular supplemental pay and seasonal schedules for pay purposes as a part of this Agreement. All other matters related to extra-curricular and athletic coaching duties are not considered a part of this Agreement and shall remain within the purview of the Board.

Effective June 30, 2016, extra-curricular and seasonal supplements shall increase annually by a percentage equal to the overall percentage increase to teacher salaries.

##### A. EXTRA CURRICULAR AND OTHER SUPPLEMENTS

Payment for the following supplement will be included in the teacher's regular salary checks. The supplement will be paid in 20 consecutive payments with the first payment each fiscal year beginning on the teacher's first full paycheck.

A Supplement Review Committee shall be established, composed of an equal number of Association and District representatives, with a minimum of two (2) Association representatives appointed by the Association President and two (2) District representatives appointed by the Superintendent or their designee.

The Supplement Review Committee shall hold meetings at least once every two (2) months or more frequently if requested and agreed upon by the Association and the District to jointly consider SCPS supplemental pay and structure. Minutes shall be taken of all meetings and maintained by the committee. The Supplement Review Committee will present recommendations to the Association and District collective bargaining teams for consideration.

**POSITIONS****AMOUNT**

High School Band Director	\$4,320.00
Band Supervision <i>(For high school marching bands with 150+ students-exclusive of band director and auxiliary groups for which a supplement is given)</i>	\$1,777.00
High School Chorus Director	\$2,288.00
JROTC	\$2,288.00
Academic Games/Brain Bowl Sponsor <i>(Limit 1 per high school)</i>	\$1,018.00
Additional Period <i>(Limit 5 per school)</i>	\$6,431.00

There is no limit to the number of teachers who may teach homebound part-time during his/her planning period. The supplement will be prorated based upon the number of days taught.

**POSITIONS****AMOUNT**

Curriculum Representative	\$1,659.00
Debate <i>(Limit one per high school)</i>	\$1,018.00
Discretionary Supplements	\$661.00

*Per school: HS-11, MS-7 (one must be assigned to band and one to chorus), ES-6 [one (1) must be assigned to Competition Math Coach and one (1) for Robotics Coach]*

An individual may receive more than one discretionary supplement.

Drama Coach <i>(At least 2 major productions)</i>	\$2,288.00
Future Educators Club Sponsor	\$509.00
High School Newspaper Sponsor	\$1,526.00
High School Yearbook Sponsor	\$3,813.00
High School Yearbook Sponsor <i>(Half-time)</i>	\$1906.50
Peer Teacher	\$1,526.00
SECME	\$509.00
Music Therapist Credential*	\$1,246.00
Virtual School Teacher <i>(If teacher VS both semesters)</i>	\$5,799.00
<i>*To be paid out of ESE funds</i>	

*\*To be paid out of ESE funds*

**B. SUPPLEMENT SCHEDULE FOR ATHLETIC COACHES**

1. Payment for the following coaching positions will be included in the teacher's regular salary checks:

**POSITIONS****AMOUNT**

Athletic Director or Business Manager	\$6,353.00
Assistant Athletic Director	\$2,542.00
Trainer (Certified)	\$6,353.00

2. Payment for the following coaching positions will be distributed for the particular sport during the course of the sport as scheduled in C. below. Such supplement will be distributed in equal payments on the second pay date of each month.

<b>SPORT</b>	<b><u>AMOUNT</u></b>
<b><u>FOOTBALL</u></b>	
Head Coach	\$4,318.00
Assistant Coach	\$3,049.00
<b><u>FLAG FOOTBALL</u></b>	
Head Coach	\$2,198.00
Assistant Coach	\$1,704.00
<b><u>BASKETBALL</u></b>	
Head Coach	\$3,813.00
Assistant Coach	\$3,049.00
<b><u>BASEBALL</u></b>	
Head Coach	\$3,304.00
Assistant Coach	\$2,542.00
<b><u>BOWLING</u></b>	
Head Coach	\$2,288.00
<b><u>SOFT BALL</u></b>	
Head Coach	\$3,304.00
Assistant Coach	\$2,542.00
<b><u>TRACK</u></b>	
Head Coach	\$3,304.00
Assistant Coach	\$2,542.00
Cross Country	\$2,542.00
<b><u>SWIMMING</u></b>	
Head Coach	\$2,542.00
Assistant Coach	\$2,034.00
<b><u>GOLF</u></b>	
Golf Coach	\$2,288.00
<b><u>TENNIS</u></b>	
Head Coach	\$2,288.00
Assistant Coach	\$1,777.00
<b><u>WRESTLING</u></b>	
Head Coach	\$3,813.00
Assistant Coach	\$3,049.00
<b><u>WATER POLO</u></b>	
Head Coach	\$2,288.00
Assistant Coach	\$1,777.00
<b><u>SOCCER</u></b>	
Head Coach	\$3,813.00
Assistant Coach	\$3,049.00

**WEIGHTLIFTING**

Head Coach	-\$3,813.00
Assistant Coach	\$3,049.00

**VOLLEYBALL**

Head Coach	\$2,288.00
Assistant Coach	\$1,777.00
Beach Volleyball Head Coach	\$2,288.00

**DANCE TEAM**

Fall Head Dance Team, Director	\$2,288.00
Fall Assistant Dance Team Director	\$1,272.00
Spring Head Dance Team Director	\$2,288.00
Spring Assistant Dance Team Director	\$1,272.00

**CHEERLEADING**

Fall Head Cheerleader Sponsor	\$2,288.00
Fall Assistant Cheerleader Sponsor	\$1,272.00
Spring Head Cheerleader Sponsor	\$2,288.00
Spring Assistant Cheerleader Sponsor	\$1,272.00
Competition Cheerleader Sponsor	\$2,288.00
Competition Assistant Cheerleader Sponsor	\$1,272.00

**LACROSSE**

Head Coach	\$2,288.00
Assistant Coach	\$1,777.00

TRAINER (Supplement Only) \$6,353.00  
*(To be assigned to instructional staff member with full teaching load or an individual hired solely as a part-time trainer)*

3. If an employee resigns or separates employment for any reason before completing the duties required to receive full supplement, an adjustment will be made based upon the daily rate of pay for the supplement times the number of days worked in the designated coaching season.

4. Ten percent (10%) of the football supplement will be withheld to be paid upon completion of spring practice.

C. **SEASON SCHEDULE** – Schedules to be determined by the Florida High School Athletic Association

## APPENDIX C – SALARIES AND COMPENSATION

Bargaining Unit salaries for the 2023-2024 contract year shall be increased as follows;

Highly Effective (HE):	\$2,110.76
Effective (E):	\$1,230.67
Grandfathered:	\$1,648.90

- Title I Supplement of \$100 for each teacher at a Title I eligible school for 2023-2024. 2023-2024 probationary teachers will not be included.
- The parties agree to reopen bargaining for Salaries and Compensation for the 2024-2025 school year.
- Salary adjustments will be retro to the beginning of the 2023-2024 school year.

For the 2023-2024 school year, eligible active employees will receive a one-time retention bonus to be paid to employees based on total verified work-related experience with SCPS. Additionally, employees may receive credit for up to ten (10) years of other verified public school instructional (teaching) experience outside of SCPS. Employees with 10 years or more of verified experience as defined above, will receive \$70 for each year of experience.

Examples:

- Example 1: a teacher with 10 years of experience (10 with SCPS only) will receive a bonus of \$700.00 (10 x \$70 = \$700).
  - Example 2: a teacher with 19 years of experience (10 outside of the district + 9 with SCPS = 19) will receive a bonus of \$1,350). (19 x \$70 = \$1,350).
  - Example 3: a teacher with 28 years of experience (8 outside of the district + 20 with SCPS = 28) will receive a bonus of \$1,960 (28 x 70 = \$ 1,960).
- Active service is defined as any time the employee is actively working, paid leave, or worker's compensation leave.
  - The length of service for experience shall be determined based on years of active service as an employee, one day more than half of the employee's contracted work year would count as a year of service.
  - The retention bonus would not be eligible for FRS and payroll taxes would be applicable.
  - The employee must be considered an active employee at the date in which the bonus is board approved unless the employee is on approved Family Medical Leave (FMLA).

Employees on approved FMLA will receive any eligible bonus upon their return to work from FMLA leave. Failure to return after FMLA would result in forfeiting any such bonus.

## APPENDIX D - TEACHER SALARY PLACEMENT

### 2023-2024 Teacher Placement Schedules

Years of Experience	Bachelor Degree (B22) -196	Master Degree (M22) -196	Specialist Degree (S22)-196	Doctorate Degree (D22)- 196
0	\$48,500.00	\$52,625.00	\$56,000.00	\$59,500.00
1	\$48,500.00	\$52,625.00	\$56,000.00	\$59,500.00
2	\$48,500.00	\$52,625.00	\$56,000.00	\$59,500.00
3	\$48,500.00	\$52,625.00	\$56,000.00	\$59,500.00
4	\$48,500.00	\$52,625.00	\$56,000.00	\$59,500.00
5	\$48,500.00	\$52,625.00	\$56,000.00	\$59,500.00
6	\$48,500.00	\$52,625.00	\$56,000.00	\$59,500.00
7	\$48,500.00	\$52,625.00	\$56,000.00	\$59,500.00
8	\$48,500.00	\$52,625.00	\$56,000.00	\$59,500.00
9	\$48,500.00	\$52,625.00	\$56,000.00	\$59,500.00
10	\$48,500.00	\$52,625.00	\$56,000.00	\$59,500.00
11	\$48,500.00	\$52,625.00	\$56,000.00	\$59,500.00
12	\$48,500.00	\$52,625.00	\$56,000.00	\$59,500.00
13	\$48,500.00	\$52,625.00	\$56,000.00	\$59,500.00
14	\$48,500.00	\$52,625.00	\$56,000.00	\$59,500.00
15	\$48,500.00	\$52,625.00	\$56,000.00	\$59,500.00
16	\$48,500.00	\$52,625.00	\$56,000.00	\$59,500.00
17	\$48,500.00	\$52,625.00	\$56,000.00	\$59,500.00
18	\$48,500.00	\$52,625.00	\$56,000.00	\$59,500.00
19	\$48,500.00	\$52,625.00	\$56,000.00	\$59,500.00
20	\$48,500.00	\$52,625.00	\$56,000.00	\$59,500.00
21	\$49,580.00	\$53,705.00	\$57,080.00	\$60,580.00
22	\$49,680.00	\$53,805.00	\$57,180.00	\$60,680.00
23	\$50,800.00	\$54,925.00	\$58,300.00	\$61,800.00
24	\$52,010.00	\$56,135.00	\$59,510.00	\$63,010.00
25	\$53,230.00	\$57,355.00	\$60,730.00	\$64,230.00
26	\$55,660.00	\$59,785.00	\$63,160.00	\$66,660.00
27	\$56,880.00	\$61,005.00	\$64,380.00	\$67,880.00
28	\$59,310.00	\$63,435.00	\$66,810.00	\$70,310.00

## APPENDIX E - PAYROLL SCHEDULE

**2023-2024**

EMPLOYEE CALENDAR	PAY GROUP	DUTY DAYS	CONTRACT TYPE	# OF CHECKS	FIRST DUTY DAY	FIRST PAYDAY	# OF PAYCHECKS	LAST DUTY DAY	LAST PAYDAY	# OF PAYCHECKS
1	1	196	10 month pay	22.1	8/4/2023	8/18/2023	1.1	5/29/2024	6/6/2024	1.0
1	J	196	26 paychecks	26	8/4/2023	8/18/2023	1.1	5/29/2024	6/27/2024	2.9
1A	1F	196-A	10 month pay	22.6	7/28/2023	8/4/2023	Partial .6	5/28/2024	6/6/2024	1.0
1A	JF	196-A	26 paychecks	26	7/28/2023	8/4/2023	Partial .6	5/28/2024	6/27/2024	2.4
2	8	189	10 month pay	21.9	8/8/2023	8/18/2023	Partial .9	5/24/2024	6/6/2024	1.0
2	T	189	26 paychecks	26	8/8/2023	8/18/2023	Partial .9	5/24/2024	6/27/2024	3.1
3	G	188	10 month pay	21.8	8/9/2023	8/18/2023	Partial .8	5/24/2024	6/6/2024	1.0
3	X	188	26 paychecks	26	8/9/2023	8/18/2023	Partial .8	5/24/2024	6/27/2024	3.2
3A	4	192	10 month pay	21.9	8/8/2023	8/18/2023	Partial .9	5/28/2024	6/6/2024	1.0
3A	F	192	26 paychecks	26	8/8/2023	8/18/2023	Partial .9	5/28/2024	6/27/2024	3.1
4	9	223	11 month pay	24.9	7/25/2023	8/4/2023	Partial .9	6/24/2024	6/27/2024	1.0
4	U	223	26 paychecks	26	7/25/2023	8/4/2023	Partial .9	6/24/2024	6/27/2024	2.1
4A	9F	223-A	11 month pay	25.3	7/19/2023	7/21/2023	Partial .3	6/20/2024	6/27/2024	1.0
4A	UF	223-A	26 paychecks	26	7/19/2023	7/21/2023	Partial .3	6/20/2024	6/27/2024	1.7
5	7	186	10 month pay	21.7	8/10/2023	8/18/2023	Partial .7	5/24/2024	6/6/2024	1.0
5	B	186	26 paychecks	26	8/10/2023	8/18/2023	Partial .7	5/24/2024	6/27/2024	3.3
6	E	202	10 month pay	22.8	7/26/2023	8/4/2023	Partial .8	5/29/2024	6/6/2024	1.0
6	M	202	26 paychecks	26	7/26/2023	8/4/2023	Partial .8	5/29/2024	6/27/2024	2.2
7	3	221	11 month pay	24.9	7/11/2023	7/21/2023	Partial .9	6/6/2024	6/20/2024	1.0
7	P	221	26 paychecks	26	7/11/2023	7/21/2023	Partial .9	6/6/2024	6/27/2024	1.1
8	5, 6*	258	12 month pay	26	7/1/2023	7/6/2023	1.0	6/27/2024	6/20/2024	Full 1.0
<b>PAY DATES FOR 2023-24 FISCAL YEAR</b>										
4 day week	7/6/23	11/10/23	3/15/24	May 27, 2024 is a paid holiday for all contracted employees, even though your last duty day may be before May 27, 2024.						
	7/21/23	11/22/23	3/29/24							
	8/4/23	12/8/23	4/12/24							
	8/18/23	12/20/23	4/26/24	<b>*12 month employees</b>						
	9/1/23	1/5/24	5/10/24	July 6, 2023 payday is for 5 days in 2022-23 and 5 days in 2023-24						
	9/15/23	1/19/24	5/24/24							
	9/29/23	2/2/24	6/6/24	4 day week						
	10/13/23	2/16/24	6/20/24	4 day week	Curriculum Supplements Paid 8/18/23 - 5/10/24					
	10/27/23	3/1/24	6/27/24	10 & 11 month 26 pay	Insurance Deducted 8/18/23 - 5/10/24					
					Union Dues Deducted 8/18/23 - 5/10/24					

## APPENDIX F – STUDENT CALENDAR

2023-2024

Date of Board Adoption: April 27, 2021

Definition of Descriptions:

Schools Closed = Teachers and students not in attendance; Educational Support Center open for business

Schools Closed for Students – Students not in attendance; Teachers are working & Educational Support Center is open for business

School System Closed – Teachers, students, and employees at Educational Support Center not in attendance

August 4-9	Teacher Workdays (Pre-planning)
August 10	First Day of Student Attendance – Start of 1st Quarter/ 1st Semester
September 4	School System Closed
October 13	End of 1st Quarter
October 16	Schools Closed for Students /Teacher Workday
October 17	Beginning of 2nd Quarter
November 20-November 24	Schools Closed
November 23-24	School System Closed
December 18-December 20	Early Dismissal for Students
December 20	End of 2nd Quarter/ 1st Semester
December 21–January 3	Schools Closed (Winter Break)
January 4	Schools Closed for Students/Teacher Workday, Student Make-up Day #2, If Needed
January 5	Schools Closed for Students / Teacher- District Professional Development Day, Student Make-up Day #1, If Needed
January 8	Classes Resume, Start of 3rd Quarter/ 2nd Semester
January 15	School System Closed
February 19	School System Closed
March 14	End of 3rd Quarter
March 15	Schools Closed for Students/Teacher Workday, Student Make-up Day #3, If Needed
March 18-March 22	Schools Closed (Spring Break)
March 25	Classes Resume- Start of 4th Quarter
May 22-May 24	Early Dismissal for Students
May 24	Last Day of Student Attendance – End of 4th Quarter/2nd Semester
May 27	School System Closed
May 28	Teacher Workday (Post-planning, Student Make-up Day #4, If Needed
May 29	Teacher Workday (Post-planning)

## **APPENDIX G - KIDZONE AND BEYOND PROGRAM**

- A discounted rate of 20% off of the programs publicized rates will be offered to contracted SCPS employees who are parents/custodial guardians of SCPS children at a different school site than the employee is employed at. The discounted rate will include morning service, where it exists, and afternoon service, from dismissal until 6:00 p.m.
- A discounted rate of 75% off the standard rates for employees receiving limited services for the week if at the same work site as the employee.
- A sibling discount will be provided for each additional child at \$5 off the discounted rate.
- An annual non-refundable registration fee is required per child.
- ESSS Care: Service will be contingent upon the ability of the staff to safely accommodate the needs of each child.
- Parent Handbook: All participating families must adhere to the program guidelines.

APPENDIX H - MEMORANDA OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this 14th day of August 2023, by and between THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, whose principal place of business is 400 East Lake Mary Boulevard, Sanford, Florida 32773-7127 and the following association whose principal place of business is 813 Orienta Ave, Altamonte Springs, FL 32701: SEMINOLE EDUCATION ASSOCIATION, INC.

In recognition of the difficulty in finding substitutes to cover classes during teacher absences the following emergency sub pay will be implemented on August 10, 2023, on a go forward basis as follows:

- Non-classroom instructional employees (i.e. reading coach, ESOL teacher, etc.) will receive \$105.00 if they substitute teach in classroom for an entire day and \$62.50 if they substitute 50% of the day.
- All teachers who take on an additional whole class for an entire day will receive \$105.00 for substituting and if they take on an additional whole class for 50% of the day, they will receive \$62.50 for substituting.
- Teachers who sub during their plan period will receive their hourly rate of pay for a regular plan period and block period.
- Teachers who receive a few students due to splitting a class between multiple teachers will receive \$20 for the day.

This MOU will sunset on 6/30/2024.

For: The School Board of Seminole County, Florida

By: Dawn Bontz

Dawn Bontz, Director Employee and Governmental Relations and Personnel Services

Date: August 14, 2023

For: Seminole Education Association, Inc

By: Thomas Bugos Jr

Thomas Bugos, President, SEA

Date: August 14, 2023

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this. 23 day of August 2023, by and between THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, whose principal Place of business is 400 East Lake Mary Boulevard, Sanford, Florida 32773-7127 and SEMINOLE EDUCATION ASSOCIATION, INC., whose principal place of business is 813 Orienta Ave, Altamonte Springs, Florida 32701.

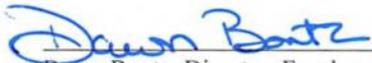
WHEREAS the School Board of Seminole County will compensate the teacher-advisor of an approved chapter of a Career and Technical Student Organization (CTSO) if all requirements are met.

Therefore, for the 2023-2024 school year the parties agree as follows:

1. Stipends Available by Level
  - a. High Schools: Each SCPS high school Career & Technical Education (CTE) program may establish or renew a chapter of one or more CTSOs identified in the program's Florida Department of Education (FDOE) curriculum framework. The teacher-advisor of the CTSO must teach one or more courses in the program and will earn the stipend if all requirements are met. A maximum of one stipend will be paid to any teacher-advisor, even if a program has a chapter of more than one CTSO.
  - b. Middle Schools: Each middle school is limited to one stipend under this MOU. The principal of each SCPS middle school may establish or renew a chapter of Technology Student Association (TSA) or Business Professionals of America (BPA). The teacher-advisor of the CTSO must teach one or more courses in the program and will earn the stipend if all requirements are met.
  - c. Elementary Schools: Elementary schools are ineligible because CTSOs only serve students in secondary schools.
2. Stipend Eligibility & Requirements
  - a. Each eligible and interested teacher-advisor will complete a CTSO Advisor application by Friday, September 15, 2023. Two SCPS employees may choose to serve as co-advisors and equally divide the stipend for a CTSO. This arrangement must be designated on the initial CTSO Teacher-Advisor Application. Applications will be reviewed and approved or denied by the Assistant Superintendent of Education Pathways or designee(s).
  - b. Each teacher-advisor must attend CTSO Advisor Training, either directly from the CTSO state organization or from a teacher-advisor of the same CTSO at another school or from the school's assigned ePathways Facilitator.
  - c. Each teacher-advisor must hold an initial student meeting and submit names and titles of student officers to the Assistant Superintendent of Education Pathways or designee(s) by October 13, 2023.
  - d. Each teacher-advisor must demonstrate that at least twenty (20) students actively participated throughout the school year through submission of sign-in sheets from meetings, activities, and events or equivalent documentation for virtual events.

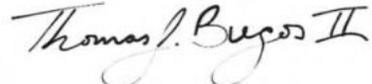
- e. Each teacher-advisor must submit a calendar of meetings/events (at least one each month from October through April, with December optional) held outside of school hours along with agendas, sign-sheets, and minutes. At least one event must involve service to the community, and at least one other event must involve a leadership-training component for students.
  - f. Each teacher-advisor must submit documentation showing participation, with at least 10 students in attendance, in a minimum of one local festival or competition sanctioned by the CTSO's state association. If the CTSO only holds a state conference, then this event replaces the local festival or competition. Attendance at state and national conferences is expected if one or more students qualify to attend through local/regional competition.
  - g. If all requirements outlined above are met, the stipend will be paid in a single payment at the conclusion of the school year. Requirements that cannot be completed due to cancellation of events or impracticality will be waived.
3. Funding for these stipends will be allocated from the Industry-Certified Career Education Supplement in the Florida Education Finance Program.

For: THE SCHOOL BOARD OF  
SEMINOLE COUNTY, FLORIDA

  
Dawn Bontz, Director, Employee and  
Governmental Relations/Personnel

Date: 8/23/2023

For: THE SEMINOLE EDUCATION  
ASSOCIATION, INC.

  
Thomas Bugos II, President  
Seminole Education Association

Date: 08/23/2023

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this 6<sup>th</sup> day of October 2022, by and between THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, whose principal place of business is 400 East Lake Mary Boulevard, Sanford, Florida 32773-7127 and SEMINOLE EDUCATION ASSOCIATION, INC., whose principal place of business is 813 Orienta Ave, Altamonte Springs, Florida 32701.

WHEREAS, the School Board of Seminole County will pay, from its 2022-23 Industry-Certified Career Education Supplement in the Florida Education Finance Program, a bonus to each eligible teacher of a student who earned a digital tool certificate during the 2021-2022 school year.

Therefore, for the 2022-23 school year, the parties agree as follows:

1. For each digital tool certificate earned by an elementary or middle school student during the 2021-22 school year that is:
  - a. reported to SCPS by the teacher, schools, and/or test reporting agency
  - b. accepted by the Florida Department of Education,
  - c. attached to a course on the student's schedule in which the student received instruction related to the digital tool certificate, and
  - d. funded by the Florida Department of Education in the 2022-23 Industry-Certified Career Education Supplemental FTE,

The teacher of that student and course shall earn a bonus in the amount of \$6.25. No bonus shall be paid if the teacher fails to verify the data report provided by the ePathways department.

2. Bonuses shall be provided to teachers who are employed by Seminole County Public Schools during the 2022-23 school year.
3. Bonuses shall be awarded and paid to eligible teachers consistent with all other procedures used by SCPS to award and pay bonuses to teachers of students who earned industry certifications.

For: THE SCHOOL BOARD OF  
SEMINOLE COUNTY, FLORIDA

By: Dawn Bontz  
Dawn Bontz, Director, Employee and  
Governmental Relations/Personnel

Date: 10/10/2022

For: THE SEMINOLE EDUCATION  
ASSOCIATION, INC.

By: [Signature]  
Executive Director, Seminole UniServ

Date: 10/6/22

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this 6<sup>th</sup> day of October 2022, by and between THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, whose principal place of business is 400 East Lake Mary Boulevard, Sanford, Florida 32773-7127 and SEMINOLE EDUCATION ASSOCIATION, INC., SEMINOLE EDUCATIONAL CLERICAL ASSOCIATION, INC., whose principal place of business is 813 Orienta Ave, Altamonte Springs, Florida 32701.

Emergency Funding for Early Learning/Child Care Providers Phase VI

For the 2022-2023 and 2023-2024 school year, a \$500.00 retention supplement will be paid four times for a total of up to \$2,000.00 for VPK leads, VPK assistants, VPK secretaries, VPK bookkeepers, and VPK teachers on assignment pending employment status at time of payment and available grant funding. Employees must be actively working full-time at the time the supplement is paid. The supplement is not FRS eligible, and taxes will be applicable. Supplements will be paid from the Emergency Funding for Early Learning/Child Care Providers Phase VI grant.

Payments will be made in October 2022, January 2023, October 2023, and January 2024.

For: THE SCHOOL BOARD OF  
SEMINOLE COUNTY, FLORIDA

For: Seminole Education Association  
Seminole Educational Clerical Association

By:   
Dawn Bontz, Director, Employee and  
Governmental Relations/Personnel

By:   
Chardo Richardson, Executive Director,  
Seminole UniServ

Date: 10/10/2022

Date: 10/6/22

## INDEX

Absent Without Leave, 34  
Administrative Transfer, 54  
Annual Contract Teachers, 16  
Arbitration, 28  
Attendance Bonus, 43  
Building Committee, 5, 18, 20, 22  
Cafeteria Style Insurance, 38  
Certification, 3, 43  
Collaborative Improvement Team, 5, 18  
Continuing Contract, 51  
Credit Union, 40, 41  
Curriculum Representative, 61  
Curriculum Revision, 13  
Deferred Retirement Option Program, 41, 42  
Definitions, 3, 23, 50  
Direct Deposit, 41  
Employee Assistance Program, 23, 25, 40  
ESE Staffing/Child Study Team, 19  
Extended Day Care, 15  
Family Medical Leave, 34, 38  
Fringe Benefits, 41  
IEP, 19, 23  
Insurance Committee, 37  
Investigation of Complaints, 8  
Job Sharing, 28  
Jury Duty, 34  
Military Leave, 33  
National Board Certification, 43  
Negotiations, 18, 37  
Nurses, 16, 17  
Observations, 23  
Occupational Therapist, 2, 16  
Optional Insurance, 39  
Payroll Deductions, 41  
Perfect Attendance Bonus, 43  
Performance-Based-Pay, 43  
Physical Therapist, 2, 16  
Pre-Service Training, 44  
Prior Teaching Experience, 12  
Probationary Employee, 16  
Professional Development, 15, 19, 20, 23, 43, 44, 45  
Professional Leave, 31  
Reappointment, 16  
Recall, 46  
Reduction, 45  
Registered Nurses, 16  
Reprimands, 56  
Retirement, 40, 41, 42  
Retirement Terminal Pay, 41  
Sabbatical Leave, 32  
Sick Leave, 30, 31  
Stipends, 15, 43  
Student Attendance Days, 17  
Substitute, 13  
Supplement, 48, 49, 60, 63  
Suspension, 3, 21  
Telephone, 56  
Transfers, 53, 54  
Use of Facilities, 6  
Vacancies, 55  
Vocational Teacher, 2, 12  
Wednesday School, 46  
Workforce Reduction, 45