



Hi there and welcome this is a tentative agreement presentation for the SEA bargaining unit concerning the 2021-2024 employment contract.

I am Chardo Richardson, ED and Chief Negotiator.

You can review these tentative agreements and the draft tentative contract by visiting seminoleuniserv.com and scrolling down to the SEA TAs and tentative contract.

All employees will vote electronically to ratify the contract beginning on February 10th through February 14th. You will receive an email with voting instructions at your SCPS email address.

If you have any questions, please don't hesitate to contact our office



The SEA and SCPS Bargaining Teams reached 20 TAs

Some agreements are modifications to the existing contract and others are entirely new terms of agreement.

For this presentation - New terms are in bold and deleted terms are highlighted with strikethrough.

ARTICLE II DEFINITIONS

- 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).



Article 2

We revised the definition of Professional Learning Community (PLC) to make it more teaching related and less data.

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 at their levels of comprehension.



Article 3

Section A (professionalism) - We added language that allows teachers use their own best practices in the classroom as long as the practices are research-based and consistent with the district's Instructional Model. This was due to the fact that in the past 3-4 years, teachers have told us that (in many schools) teachers are not allowed to use any materials except what is provided to them from the district.

ARTICLE IV

ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES

■ Section B.

The provisions of this Agreement shall be applied without regard to race, creed, color, religion, national origin, age, sexual orientation, marital status, or handicap 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 handicap disability.

■ Section E.4

The District Administration shall deduct such sum as authorized in twenty (20) equal standard payments from the employee's regular salary checks beginning with the first check in September second check in August.



The next 5 slides cover Article 4

Section B (protections) – States that the provisions of this CBA applies to all regardless of “race, creed, color, religion, national origin, age, sex, marital status, or handicap.” We added Sexual Orientation to this sentence and we changed “handicap” to Disability.

Section E4 (SEA Payroll Deductions) – We changed the beginning date of payroll SEA

membership Dues Deductions to begin the second paycheck in August.

ARTICLE IV ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES

■ F. Use of Facilities

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 to 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.**



Article 4 continued

Section F2 (Use of Facilities) – We added language that required principals to meet with SEA Faculty Reps prior to the first day of pre-plan to schedule a mutually agreed upon time that the Fac. Rep may speak during pre-plan week.

ARTICLE IV

ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES

■ 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) ~~occurring on the pre-school in-service day~~ 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.



Article 4 continued

Section FH6 (New Employee Orientation or Onboarding) We added language that allows the SEA access and a time on the agenda at all New Employee meetings.

ARTICLE IV

ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES

- P. Investigation of Complaints

- 3. b.

- 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.



Article 4 continued

Section P (Investigation of Complaints) – The SEA added a timeframe on investigations – 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.

ARTICLE IV

ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES

■ 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 limited 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 the 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.

Article 4 continued

Section Q (Teacher Protection) – No additional rights were added, but instead of just stating the Jeffrey Johnson Stand Up Act protects all teachers, we expanded the Act and list all protections in the section.

ARTICLE X DAYS AND HOURS

B.1. The Board and the Association will establish within the school calendar a minimum of two (2) days to be used as ~~pupil~~ **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.

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.



Article 10

Section B (School Calendar) – we cleaned up language and changed “pupil” to “student”.

ARTICLE X DAYS AND HOURS

▪ F. 1.

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.



Article 10

Section F1b (second 40-minute planning block for elementary teachers) – The SEA added language allowing teachers to have one day a week of this allotted time to hold PLCs where agenda is driven by the teacher teams.

ARTICLE X DAYS AND HOURS

L. 4.

- 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.

L. 4.

- c. 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/departments, 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.



Article 10

Section L4a – Clarified HS and MS

Section L4b (early release Wednesdays) The SEA added language that, for elementary teachers, the principal may schedule two (2) Wednesdays per month (previously it was three (3) days). One of the early release days will be unscheduled, and one early release day will be to allow teachers to seek

out their own PD.

Section L4e (early release Wednesdays) This was mostly clean-up language regarding teacher committees to meet with principals to discuss Wednesday activities.

ARTICLE XI DISCIPLINE

B. Teacher Initiated Student Dismissal

- 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.**



Article 11

Section B1 (discipline referrals) – The SEA added language that requires worksites to have discipline referral forms placed in common areas so teachers may have complete access to referral forms as needed. Additionally, the SEA added language that requires all referrals to be processed, and the yellow copy placed in the teacher’s mailbox, no later than 48 hours after the teacher submits the referral.

ARTICLE XI DISCIPLINE

B. Teacher Initiated Student Dismissal

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



Article 11

Section B12 (Placement Review Committee) –
The SEA and the district cleaned up redundant language. Otherwise, nothing has changed with the PRC.

ARTICLE XVI LEAVES AND TEMPORARY DUTY

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 or 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.



Article 16

Section B (Sick Leave Transfer) – Beginning with the 2022-2023 school year, Teachers will now be allowed to transfer up to 7 hours of banked sick leave to another specific teacher who has exhausted their sick leave

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.



Article 19

Section A1 (Insurance Committee) – This was proposed by the SEA as a very small change to language on how insurance is bargained. Previously, the insurance committee would meet each month and come up with recommendations to the School Board. The SEA proposed changing this language to – the insurance committee will make recommendations to the School Board and the SEA President. **This would bring insurance,**

ultimately, to the bargaining table (as insurance clearly is subject to bargaining).

ARTICLE XXXIV WORKING CONDITIONS

- F. Teacher participation in extra-curricular activities shall be voluntary. ~~If no teacher volunteers, the principal may assign teachers in order to continue existing student activities.~~
- 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.
- 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.**
- 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.~~

Article 34

Section F – Stricken language

Section K (Teacher discipline and professionalism)

The SEA added language ensuring teachers will receive reasonable advanced notice if they are going to be removed from the classroom.

Section P – Preplan protection bolstered - control and direction of students during pre plan time.

Section S – Stricken language.

ARTICLE XXXIV WORKING CONDITIONS

(CONTINUED)

- 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. ~~Verbal abuse shall mean screaming/yelling, the repeated use of profanity or threats. A teacher who feels they are being verbally abused may end a meeting, conference, or telephone conversation as defined in Board Policy 9.63.~~ 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 an 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.

Article 34 Continued

Section T (Parent Meetings) – The SEA added language that if a member of the public becomes abusive, the teacher is not obligated to remain in the meeting. There are steps – when a parent becomes abusive, the teacher will politely inform the parent of the civility clause. If the abusive behavior continues, the teacher may terminate the meeting without harm.

APPENDIX B SUPPLEMENTS

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.

<u>Instructional Position</u>	<u>AMOUNT</u>
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
OP/PT Bachelor	13,695.00
OP/PT Master	12,028.00
PSY-Master	7,145.00
PSY-Specialist	5,716.00
PSY-Doctorate	4,167.00
Audiologist	4,167.00
Registered Nurse	1,455.00
Registered Nurse Lead	2,494.00

Appendix B

Section 1 (supplement schedule for Instructional Positions) – The position line for Staffing Resource Specialist was changed to “**Staffing Resource Specialist/Student Support Services Facilitator**”. This was done because the district is changing the name of the position.

Added supplement for Audiologist

APPENDIX B SUPPLEMENTS

(CONTINUED)

II. EXTRA-CURRICULAR, ATHLETIC COACHES AND OTHER SUPPLEMENTS

B. Supplement Schedule for Athletic Coacher *(Existing Language with the following changes:)*

DANCE TEAM DIRECTOR

Fall Head Dance Team Director	2,119.00
Fall Assistant Dance Team Director	1,178.00
Spring Head Dance Team Director	2,119.00
Spring Assistant Dance Team Director	1,178.00

VOLLEYBALL

Head Coach	2,119.00	3,061.00
Assistant Coach	1,646.00	2,355.00

BEACH VOLLEYBALL

Head Coach	2,119.00
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SOFTBALL, SLOW PITCH

Head Coach	3,061.00
Assistant Coach	2,355.00

Appendix B Continued

Section B2 (Supplements for Athletic Coaches)

Dance coaches' supplements were increased to be consistent with other coaches requiring the same amount of hours. Additionally, volleyball coaches supplements were increased to the same amount as coaches. Finally, a new supplement for Beach Volleyball Coaches was added to the supplement schedule.

Note: the other supplements have all been updated to reflect the increase in wages.

APPENDIX B SUPPLEMENTS

(CONTINUED)

III. LONGEVITY EXPERIENCE SUPPLEMENTS

- A. Experience payments will be based on total verified work-related experience with SCPS. Additionally, employees may receive credit for up to ten (10) years of verified public school experience outside of SCPS.
- B. Active service is defined as any time the employee is actively working, or on paid leave or Worker's Compensation Leave.
- C. 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.
- D. For the 2021-2022 school year, eligible employees will receive a one-time experience supplement as follows:

Years of Experience	Supplement
10 – 14	\$750
15 – 19	\$1700
20 – 24	\$2200
25 – 29	\$2700
30+	\$3200

- E. Experience payments will be considered as a salary supplement for the purposes of the Florida Retirement System.
- F. The Experience Supplement is in addition to any advancement in level or adjustment on the salary schedule.

Appendix B Continued

- A. Experience with SCPS and up to 10 Years of other public-school experience.
- B. Active Service
- C. Length of service determined
- D. Chart of one-time supplements
- E. Supplements count towards salary for FRS
- F. Its in addition to salary increase.

APPENDIX C

SALARIES AND COMPENSATION

One (1) Year agreement of .50%

- .50% for 2021-2022

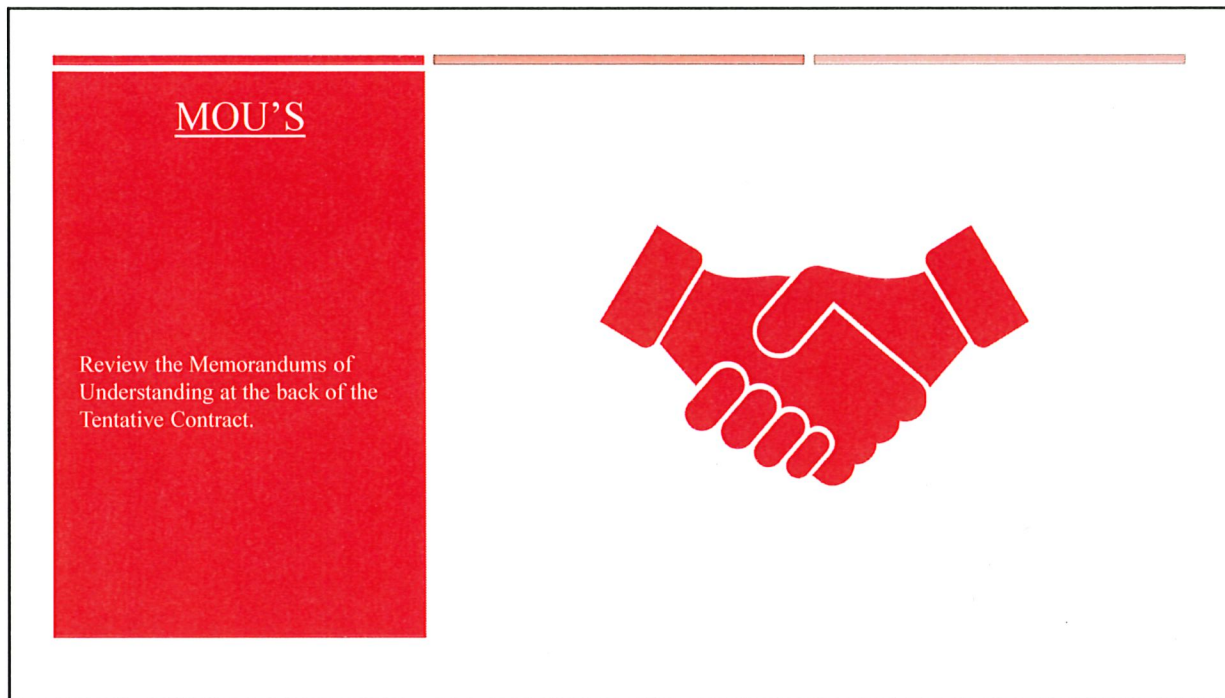
Salaries:

- Highly Effective: \$304.27
- Effective: \$248.95
- Grandfathered: \$ 248.95
 - Salary Proposal cost with FICA and FRS: \$1,253,019.00
- Increase the district's beginning base salary for all teachers up to \$47,500.00 (which would be inclusive of the performance raise above).
- All Teacher Salary Increase Allocation (TSIA) dollars (\$1,096,967.00) will be used towards increasing the beginning base salary to \$47,500.00
- For teachers who beginning base salary increase to 47,500 is less than the performance raise will receive the full portion of the performance raise above.
- Title I Supplement of \$100 for each teacher at a Title I eligible school for 2021-2022.
- 2021-2022 probationary teacher's salary will be raised to \$47,500.
- The parties agree to reopen bargaining for Salaries and Compensation for the 2022-2023 school year.
- Salary adjustments will be retro to the beginning of the 2021-2022 school year.

Appendix C

Salary Increase to 47, 500 starting salary

You can review the SEA Base Pay Explained PDF on our webpage for clarification and understanding on how this agreement impacts your salary.



Don't forget to review MOUs

Title 1

Sub Pay

Covid

CTSO

NEST



This concludes the tentative agreement presentation for SEA bargaining unit employees. If you have any questions please don't hesitate to contact our office at 407-388-1131.

These slides and notes can be found on our webpage.

On behalf of the SEA president Mr. Dan Smith and myself thank you for your service to SCPS