



# 2021 – 2022 Bargaining **Tentative Agreements Only**

The words and items in **BOLD** or **BOLD & UNDERLINE** are changes or additions to the contract. The words and items ~~STRICKEN~~ are removed or deleted based on the current SEA tentative agreements.

Non-bolded words and items are current SEA contract terms.

The Agreements in this document have not been ratified by the SEA unit member or SCPS School Board.

PREAMBLE

- Present Contract

ARTICLE I – Recognition

- Present Contract

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. (Dufour, Dufour, 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 ~~at their levels of comprehension.~~

B. -D.

- Present Contract

#### ARTICLE IV – Association and Teacher Rights and Responsibilities

Section A.

- Present Contract

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 C. – Section D.

- Present Contract

Section E. Membership Dues Deduction

1. Any teacher, who is a member of the Association or who has applied for membership, may sign and deliver to the office of Human Resources via the Association a membership form authorizing payroll deduction of uniform membership dues and political action contributions as established by the Association. Such authorization shall continue in effect unless revoked at the teacher’s request upon thirty (30) days written notice to the Administration and the Association, or upon termination of employment or death of teacher.

2. The Board is expressly prohibited from any involvement in the collection of fines, penalties or special assessments.

3. Each fiscal year the Association will certify to the office of Human Resources, in writing, the amount of membership dues to be deducted.

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.**

5. Payroll deductions shall be made no later than the second paycheck after authorization has been received by the Payroll Department.

6. The deductions shall be remitted no less frequently than semi-monthly to the Association.

7. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, or any other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purposes of reliance of any lists, notice or assignment furnished by the Association as it applies to this section.

#### 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 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.**

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.

#### Section G.

- Present Contract

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.**

#### I. – O.

- Present Contract

## 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 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 V – Class Sizes, teaching Loads and Assignments	-	Present Contract
ARTICLE VI – Communications	-	Present Contract
ARTICLE VII – Compensation and Expenses	-	Present Contract
ARTICLE VIII – Contract Status	-	Present Contract
ARTICLE IX – Curriculum and Instructions	-	Present Contract
ARTICLE X – Days and Hours		
A.	-	Present Contract

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.

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. – E.

- Present Contract

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. – K.

- Present Contract

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 staff 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.**

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

**e.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.

**d.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/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.

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

**f. 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, child care 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. – N.

- Present Contract

#### 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 student 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 inservices 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

ARTICLE XIII - Grievance Procedure	-	Present Contract
ARTICLE XIV – Inclusion	-	Present Contract
ARTICLE XV – Job Sharing	-	Present Contract
ARTICLE XVI – Leaves and Temporary Duty		

**A. Sick Leave**

A 1. 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 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.**

(Remaining Sections renumbered in appropriate sequence C. – J.) - Present Contract

ARTICLE XVII – Managerial Responsibilities - Present Contract

ARTICLE XVIII – Negotiation Procedures and Guidelines - Present Contract

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.**

—~~1.2.~~ **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.

—~~2.3.~~ **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.

—~~3.4.~~ **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.

—~~4.5.~~ **5.** The committee shall meet once a month or more often at the request of any three (3) members of the committee.

—~~5.6.~~ **6.** Committee members attending meetings during their regular contracted work hours shall be provided temporary duty with pay.

B.- O. - Present Contract

ARTICLE XX – Performance-Based-Pay - Present Contract

ARTICLE XXI – Personnel Files - Present Contract

ARTICLE XXII – Political Activity - Present Contract

ARTICLE XXIII – Pre-Service and Professional Development - Present Contract

ARTICLE XXIV – Professional Specialist - Present Contract

ARTICLE XXV – Promotions - Present Contract

ARTICLE XXVI – Reduction in Force	-	Present Contract
ARTICLE XXVII – Saturday and Wednesday School Hiring Procedures	-	Present Contract
ARTICLE XXVIII – Substitute Teacher	-	Present Contract
ARTICLE XXIX – Summer Employment Variations	-	Present Contract
ARTICLE XXX – Summer School Hiring Procedures	-	Present Contract
ARTICLE XXXI – Support of Teachers	-	Present Contract
ARTICLE XXXII – Teacher Evaluations/Continuous Improvement	-	Present Contract
ARTICLE XXXIII – Transfers and Vacancies	-	Present Contract
ARTICLE XXXIV – Working Conditions		
A. – E.	-	Present Contract
F. Teacher participation in extra-curricular activities shall be voluntary. <del>If no teacher volunteers, the principal may assign teachers in order to continue existing student activities.</del>		
G. – J.	-	Present Contract
K. Reprimands involving the teacher’s professional ability, character or integrity shall be conducted in private. <b><u>Teachers will receive reasonable advanced notice if they are going to be removed from their classroom for any inquiries or investigations.</u></b> In instances where the behavior of the teacher requires immediate action on the part of the administrator, the administrator will use professional discretion.		
L. – O.	-	Present Contract
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.		
<b><u>Teachers will not be delegated this responsibility during their plan time.</u></b>		
Q. – R.	-	Present Contract
S. Teachers shall not be required to check for head lice. <del>on a regular basis. In cases of suspected school-wide infestation, as a last resort, teachers may be requested to check for head lice.</del>		
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. <del>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.</del> <b><u>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.</u></b>		
<b><u>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</u></b>		

**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 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, ~~2019~~ **(2021)** and shall be implemented on the date following ratification by both parties, and shall continue in effect until June 30, ~~2021~~ **(2023)**, 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 (TBD) day of (TBD), ~~2019~~ **2022** and by the School Board of Seminole County, Florida the (TBD) day of (TBD), ~~2019~~ **2022**.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the (TBD) day of (TBD), ~~2019~~ **2022**.

APPENDIX A – Grievance Form

-

Present Contract

#### APPENDIX B

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.

<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/ <b><u>Student Support Services Facilitator</u></b>	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
<b><u>Audiologist</u></b>	<b><u>4, 167.00</u></b>
Registered Nurse	1, 455.00
Registered Nurse Lead	2,494.00

#### II. EXTRA-CURRICULAR, ATHLETIC COACHES AND OTHER SUPPLEMENTS

- A. Extra Curricular and Other Supplements – Present Contract  
 B. Supplement Schedule for Athletic Coacher  
 Existing Language with the following changes:

**DANCE TEAM ~~DIRECTOR~~**

<b><u>Fall Head Dance Team Director</u></b>	<b><u>2,119.00</u></b>
<b><u>Fall Assistant Dance Team Director</u></b>	<b><u>1,178.00</u></b>
<b><u>Spring Head Dance Team Director</u></b>	<b><u>2,119.00</u></b>
<b><u>Spring Assistant Dance Team Director</u></b>	<b><u>1,178.00</u></b>

**VOLLEYBALL**

Head Coach	<del>2,119.00</del> <b><u>3,061.00</u></b>
Assistant Coach	<del>1,646.00</del> <b><u>2,355.00</u></b>

**BEACH VOLLEYBALL**

<b><u>Head Coach</u></b>	<b><u>2,119.00</u></b>
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**SOFTBALL, SLOW PITCH**

Head Coach	3,061.00
Assistant Coach	2,355.00

**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:**

<b><u>Years of Experience</u></b>	<b><u>Supplement</u></b>
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 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 D - Instructional Personnel Calendar amended to reflect the 2021-2022 school year
- APPENDIX E - Payroll Calendar amended to reflect the 2021-2022 school years
- APPENDIX F - KidZone and Beyond Program - Present Contract
- APPENDIX G – Memorandum of Understandings



## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this 5<sup>th</sup> day of August 2021, by and between THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida ("District"), whose principal place of business is 400 East Lake Mary Boulevard, Sanford, Florida 32773-7127 and SEMINOLE EDUCATION ASSOCIATION, INC. (SEA), SEMINOLE EDUCATIONAL CLERICAL ASSOCIATION, INC. (SECA), SEMINOLE COUNTY SCHOOLS BUS DRIVERS ASSOCIATION, INC. (SCSBDA), and the NON-INSTRUCTIONAL PERSONNEL OF SEMINOLE COUNTY SCHOOL BOARD OF PUBLIC INSTRUCTION ASSOCIATION, INC. (NIPSCO), whose principal place of business is 813 Orienta Avenue, Altamonte Springs, Florida 32701.

WHEREAS, the ongoing COVID-19 emergency, rising transmission and infection rates within Seminole County and concerns regarding health, safety, and instructional challenges has necessitated discussions between SCPS and SEA, SECA, SCSBDA and NIPSCO regarding the 2021-2022 school year.

Therefore, the parties agree for the 2021-2022 school year as follows:

1. **Face Covering Requirement:** All District staff will be required to wear a protective face covering while on property owned, leased or operated by the District, at a District activity, or riding a bus or in other approved transportation provided by the District.
  - a. The Superintendent may develop procedures to reasonably implement the face covering requirement including designating types of face coverings, exceptions for personal medical conditions, exceptions when alternative protective measures are in place such as adequate social distancing, minimum age requirements, and other special accommodations.
  - b. The face covering requirement will remain in effect until such time as the Superintendent, in her reasonable discretion based upon review of COVID-19 case numbers, vaccination rates and other COVID-related data and in consultation with medical and public health advisors, determines that conditions no longer warrant mandatory face coverings.
  - c. All District staff must comply with face covering requirements for the health and safety of themselves, their colleagues, students, and others. Employees who do not comply should be reminded of the face covering requirement. District staff that refuse to comply after being reminded may be subject to discipline up to, and including, termination, consistent with applicable Collective Bargaining Agreement or other School Board policies.

This MOU shall be effective for the 2021 - 2022 school year. This MOU does not permit any form of "site-based bargaining/negotiations" outside of what is expressly memorialized here. SEA, SECA, SCSBDA, NIPSCO and SCPS retain the authority to enforce the Collective Bargaining Agreement as necessary and this MOU is not intended to create precedents for a waiver of contract terms. Notwithstanding, in the event of a conflict between the terms of this MOU and the terms of the Collective Bargaining Agreement, this MOU shall take precedence.

For: THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA

By: 

Dawn Bontz, Director, Employee and  
Governmental Relations/Personnel Services

Date: 8-5-2021

For: SEMINOLE UNISERV

By: 

Chardo Richardson,  
Executive Director Seminole UniServ

Date: 8/5/21

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this 1st day of October 2021, 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 associations whose principal place of business is 813 Orienta Ave, Altamonte Springs, FL 32701: SEMINOLE EDUCATION ASSOCIATION, INC., ASSOCIATION OF NON-INSTRUCTIONAL PERSONNEL OF SEMINOLE COUNTY BOARD OF PUBLIC INSTRUCTION, INC., SEMINOLE EDUCATIONAL CLERICAL ASSOCIATION, INC., and SEMINOLE COUNTY SCHOOL BUS DRIVERS' ASSOCIATION, INC.

WHEREAS, the United States of America has issued funds to support education, Elementary, and Secondary School Emergency Relief;

WHEREAS, the State of Florida will use a portion of their share of the American Rescue Plan (ESSER) funding to pay Disaster Relief to select instructional personnel;


WHEREAS, the District will receive funds from the American Rescue Plan to plan for and distribute;

WHEREAS, all staff that did not receive a \$1000 Disaster Relief through the state-controlled funding will receive Disaster Relief payment of the same amount from the District portion of the American Rescue Plan (ESSER).

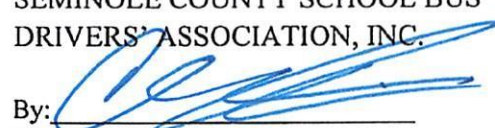
1. To be eligible for the \$1,000 Disaster Relief payment the employee must have been an active employee hired in a contracted/benefited position on or before May 27, 2021, and must have an active employment status as of the date the bonus is paid. Relief payments will be prorated based on the employee's Full-Time-Equivalent percentage.
2. Only those employees that did not receive a Disaster Relief payment through the state-controlled funds (including Pre-k and Childcare bonuses) will receive a Disaster Relief payment from the District ESSER funds.
3. All staff to receive the Disaster Relief payment from District ESSER funds will receive payment less applicable taxes in their October 29, 2021, or November 12, 2021, check.

For: THE SCHOOL BOARD OF  
SEMINOLE COUNTY, FLORIDA

For: SEMINOLE EDUCATION  
ASSOCIATION, ASSOCIATION OF  
NON-INSTRUCTIONAL  
PERSONNEL OF SEMINOLE  
COUNTY BOARD OF PUBLIC  
INSTRUCTION, INC., SEMINOLE  
EDUCATIONAL CLERICAL  
ASSOCIATION, INC., and  
SEMINOLE COUNTY SCHOOL BUS  
DRIVERS' ASSOCIATION, INC.

By:   
Dawn Bontz, Director, Employee and  
Governmental Relations/Personnel

Date: 10-1-2021

By:   
Chardo Richardson,  
Executive Director, Seminole UniServ

Date: 10/1/2021



## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this 25<sup>th</sup> day of August 2021, by and between THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida ("District"), whose principal place of business is 400 East Lake Mary Boulevard, Sanford, Florida 32773-7127 and SEMINOLE EDUCATION ASSOCIATION, INC. (SEA), SEMINOLE EDUCATIONAL CLERICAL ASSOCIATION, INC. (SECA), SEMINOLE COUNTY SCHOOLS BUS DRIVERS ASSOCIATION, INC. (SCSBDA), and the NON-INSTRUCTIONAL PERSONNEL OF SEMINOLE COUNTY SCHOOL BOARD OF PUBLIC INSTRUCTION ASSOCIATION, INC. (NIPSCO), whose principal place of business is 813 Orienta Avenue, Altamonte Springs, Florida 32701.

WHEREAS, the ongoing COVID-19 emergency, rising transmission and infection rates within Seminole County and concerns regarding health, safety, and instructional challenges has necessitated discussions between SCPS and SEA, SECA, SCSBDA and NIPSCO regarding the 2021-2022 school year.

Therefore, the parties retroactively agree from July 1, 2021, through the 2021-2022 school year as follows:

### 1. Fully Vaccinated Breakthrough Infection Leave:

- a. District employees who have been fully vaccinated against Covid-19, and who have subsequently tested positive for COVID-19 and consequently are required to isolate will be eligible for up to ten (10) days of paid administrative leave for the 2021-22 school year in order to fulfill such isolation requirements after proof of vaccination is submitted.
- b. District employees who have been fully vaccinated against Covid-19 and who have been notified by the Department of Health of exposure through contact tracing do not have to quarantine based on current guidelines. Should the Department of Health issue updated quarantine guidelines, and such is implemented by SCPS, District employees will comply with said updated guidelines.

### 2. Partially Vaccinated Exposure or Infection Leave:

- a. Partially vaccinated employees who are within the medically accepted time frame between the first and second shot and have subsequently are required to quarantine due to Covid-19 contract tracing tested positive for COVID-19 or tested positive for COVID-19 and consequently is required to either quarantine or isolate will be eligible for up to five (5) days of paid administrative leave for the 2021-22 school year in order to fulfill such isolation requirements after proof of vaccination is submitted.
- b. Upon receiving the second dose of the vaccine and becoming fully vaccinated against Covid-19, if such employee is required to quarantine or isolate a second time due to Covid-19 contract tracing or because they tested positive for COVID-19 and consequently are required to either quarantine or isolate will be eligible for up to five (5) more days of paid administrative leave for the 2021-22 school year in order to fulfill such isolation requirements after proof of vaccination is submitted.

### 3. Unvaccinated Exposure or Infection Leave:

- a. District employees who have not been vaccinated against Covid-19 and who have subsequently tested positive for COVID-19 and consequently are required to isolate will be required to use sick time or unpaid leave.
- b. District employees who have not been vaccinated against Covid-19 and have been required to quarantine by the Department of Health will be required to use sick time or unpaid leave.

### 4. Medically Exempt Exposure or Infection Leave:

- a. District employees who have not been vaccinated against Covid-19 and who are subsequently required to either quarantine due to Covid-19 contract tracing or tested positive for COVID-19 and consequently are required to isolate will be eligible for up to ten (10) days of paid administrative leave for the 2021-22 school year in order to fulfill such isolation requirements, provided that such employee submits a physician's note, signed by his/her treating physician, to the SCPS HR Department stating the employee

has an underlying health condition that existed prior to testing positive for COVID-19, and that the condition prohibits said employee from being vaccinated.

**5. Additional Leave Provision:**

**a. Fully Vaccinated Breakthrough Infection Leave:**

District employees who have been fully vaccinated against Covid-19 and who subsequently have a dependent child(ren) who are required to quarantine due to Covid-19 contract tracing or tested positive for COVID-19 and consequently are required to either quarantine or isolate will be eligible for up to ten (10) days of paid administrative leave for the 2021-22 school year in order to fulfill such isolation requirements after proof of vaccination is submitted.

**b. Partially Vaccinated Exposure or Infection Leave:**

Partially vaccinated district employees who are within the medically accepted time frame between the first and second shot and have subsequently have a dependent child(ren) who are required to quarantine due to Covid-19 contract tracing or tested positive for COVID-19 and consequently is required to either quarantine or isolate will be eligible for up to five (5) days of paid administrative leave for the 2021-22 school year in order to fulfill such isolation requirements after proof of vaccination is submitted. Upon receiving the second dose of the vaccine and becoming fully vaccinated against Covid-19, if such employee who's dependent child(ren) are required to quarantine at a later date due to Covid-19 contract tracing or tested positive for COVID-19 and consequently are required to either quarantine or isolate will be eligible for up to five (5) more days of paid administrative leave for the 2021-22 school year in order to fulfill such isolation requirements after proof of vaccination is submitted.

**c. Unvaccinated Exposure or Infection Leave:**

District employees who are not vaccinated against Covid-19 and who subsequently have a dependent child(ren) who are required to quarantine due to Covid-19 contract tracing or tested positive for COVID-19 and consequently are required to either quarantine or isolate are required to use their personal sick time.

**d. Medically Exempt Exposure or Infection Leave:**

District employees who have not been vaccinated against Covid-19 and who have a dependent child(ren) subsequently tested positive for COVID-19 and consequently are required to isolate will be eligible for up to ten (10) days of paid administrative leave for the 2021-22 school year in order to fulfill such isolation requirements, provided that such employee submits a physician's note, signed by his/her treating physician, to the SCPS HR Department stating the employee has an underlying health condition that existed prior to testing positive for COVID-19, and that the condition prohibits said employee from being vaccinated.

This MOU shall be effective for the 2021 - 2022 school year. This MOU does not permit any form of "site-based bargaining/negotiations" outside of what is expressly memorialized here. SEA, SECA, SCSBDA, NIPSCO and SCPS retain the authority to enforce the Collective Bargaining Agreement as necessary and this MOU is not intended to create precedents for a waiver of contract terms. Notwithstanding, in the event of a conflict between the terms of this MOU and the terms of the Collective Bargaining Agreement, this MOU shall take precedence.

For: THE SCHOOL BOARD OF  
SEMINOLE COUNTY, FLORIDA

By: 

Dawn Bontz, Director, Employee and  
Governmental Relations/Personnel

Date: 8/25/21

For: SEMINOLE UNISERV

By: 

Chardo Richardson, Executive Director  
Seminole UniServ

Date: 8/25/21



## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this 5<sup>th</sup> day of August 2021, by and between THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida ("District"), whose principal place of business is 400 East Lake Mary Boulevard, Sanford, Florida 32773-7127 and SEMINOLE EDUCATION ASSOCIATION, INC. (SEA), SEMINOLE EDUCATIONAL CLERICAL ASSOCIATION, INC. (SECA), SEMINOLE COUNTY SCHOOLS BUS DRIVERS ASSOCIATION, INC. (SCSBDA), and the NON-INSTRUCTIONAL PERSONNEL OF SEMINOLE COUNTY SCHOOL BOARD OF PUBLIC INSTRUCTION ASSOCIATION, INC. (NIPSCO), whose principal place of business is 813 Orienta Avenue, Altamonte Springs, Florida 32701.

WHEREAS, the ongoing COVID-19 emergency, rising transmission and infection rates within Seminole County and concerns regarding health, safety, and instructional challenges has necessitated discussions between SCPS and SEA, SECA, SCSBDA and NIPSCO regarding the 2021-2022 school year.

Therefore, the parties agree for the 2021-2022 school year as follows:

1. **Face Covering Requirement:** All District staff will be required to wear a protective face covering while on property owned, leased or operated by the District, at a District activity, or riding a bus or in other approved transportation provided by the District.
  - a. The Superintendent may develop procedures to reasonably implement the face covering requirement including designating types of face coverings, exceptions for personal medical conditions, exceptions when alternative protective measures are in place such as adequate social distancing, minimum age requirements, and other special accommodations.
  - b. The face covering requirement will remain in effect until such time as the Superintendent, in her reasonable discretion based upon review of COVID-19 case numbers, vaccination rates and other COVID-related data and in consultation with medical and public health advisors, determines that conditions no longer warrant mandatory face coverings.
  - c. All District staff must comply with face covering requirements for the health and safety of themselves, their colleagues, students, and others. Employees who do not comply should be reminded of the face covering requirement. District staff that refuse to comply after being reminded may be subject to discipline up to, and including, termination, consistent with applicable Collective Bargaining Agreement or other School Board policies.

This MOU shall be effective for the 2021 - 2022 school year. This MOU does not permit any form of "site-based bargaining/negotiations" outside of what is expressly memorialized here. SEA, SECA, SCSBDA, NIPSCO and SCPS retain the authority to enforce the Collective Bargaining Agreement as necessary and this MOU is not intended to create precedents for a waiver of contract terms. Notwithstanding, in the event of a conflict between the terms of this MOU and the terms of the Collective Bargaining Agreement, this MOU shall take precedence.

For: THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA

By: 

Dawn Bontz, Director, Employee and  
Governmental Relations/Personnel Services

Date: 8-5-2021

For: SEMINOLE UNISERV

By: 

Chardo Richardson,  
Executive Director Seminole UniServ

Date: 8/5/21

## **DRAFT MEMORANDUM OF UNDERSTANDING**

New Teacher Support Team (NEST)

Prepared by Derek Jensen

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this 25<sup>th</sup> day of \_\_\_\_\_ 2021, 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, in the interest of continuing to support teacher development, well-being, and retention, will develop and operate a new teacher professional development program entitled the New Educator Support Team (NEST) for the 2021-2022 school year and pay, from its 2021-2022 Title II-A allocation, a stipend of \$2500.00 annually to one (1) N.E.S.T. Lead Teacher at every school site.

The New Educator Support Team is designed to train a network of district and school-based teacher leaders to support the instructional development and job satisfaction of first-year teachers. Research indicates that teachers who receive mentor-based support are more effective instructors and are less likely to leave the profession in their first years of teaching. The goals for this new teacher professional development program are to:

- Improve the volume and quality of new teacher professional development
- Increase instructional quality and student achievement in Seminole County Public Schools
- Create a culture of support for new educators across all SCPS school campuses
- Develop teacher leadership through collaboration and collegial interactions

### **1. Teacher Criteria and Selection**

- a. Principals will select one teacher on campus annually to serve as the school's N.E.S.T. Lead Teacher.
- b. Recommended criteria for a N.E.S.T. Lead Teacher will be provided annually to school principals:
  - i. Certified as a UF Coach or will be enrolled in the 21-22 UF Coaching cohort
  - ii. A minimum of 5 years of instructional experience.
  - iii. Possesses a growth mindset demonstrated by objective criteria
  - iv. A demonstrated commitment to helping other teachers on campus demonstrated by objective criteria

### **2. Stipend Eligibility and Requirements**

- a. Each N.E.S.T. Lead Teacher will attend a two-day summer institute or make-up session for teacher mentors coordinated by the Department of Teaching and Learning for professional development on strategies to support beginning teachers.
- b. Each N.E.S.T. Lead Teacher will meet (online or in person) monthly with a district New Educator Support Team specialist from the Department of Teaching and Learning.



- c. Each N.E.S.T. Lead Teacher will attend four (4) quarterly professional development sessions on new teacher support coordinated by the Department of Teaching and Learning during the 2021-2022 school year.
- d. Each N.E.S.T. Lead Teacher will develop and submit a new teacher support plan, including a schedule for new teacher professional development and coaching cycles for novice teachers, for approval by the Department of Teaching and Learning by August 30, 2021. If approval is not granted to the initial submission, feedback will be provided on the support plan, and the N.E.S.T. Lead Teacher will revise and resubmit until approval is granted.
- e. Each N.E.S.T. Lead Teacher will, at a minimum, coordinate and lead one (1) professional development session for novice teachers at their school site per month during the 2021-2022 school year. Each lead teacher must track and submit a calendar of meetings and events as part of their new teacher support plan.
- f. Each N.E.S.T. Lead Teacher will provide direct classroom support to novice teachers through coaching conversations, classroom modeling, classroom observations, and co-teaching as indicated by their new teacher support plan or requested by the school principal.
- g. If all of the requirements outlined above are met, the school's N.E.S.T. Lead Teacher will be paid \$1250.00 at the end of each semester in the 2021-2022 school year.

For: THE SCHOOL BOARD OF  
SEMINOLE COUNTY, FLORIDA

By: 

Dawn Bontz, Director, Employee and  
Governmental Relations/Personnel

Date: 8.25.21

For: SEMINOLE EDUCATION ASSOCIATION

By: 

Chardo Richardson, Executive Director

Seminole UniServ

Date: 8/25/21

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this 30<sup>th</sup> day of November 2021, 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, and collectively referred to herein as the "Parties".

WHEREAS, the District aims to implement a Title I Salary Differential Program at each Title I served school, pending FLDOE approval. The SDP provides a supplement to teachers in Title I served schools, recognizing the additional data-driven planning time and student support necessary at a Title I school that is up and beyond that of a non-Title I school setting.

WHEREAS, the District seeks to provide a supplement to certain teachers who serve as a Title I Liaison within a Title I served school in order to ensure appropriate monitoring and compliance of Title I, Part A program activities at the school level.

NOW, THEREFORE, the parties agree to the following:

### I. Title I Served Schools

Title I served schools for the 2021-22 school year include:

Title I Served School		
Altamonte Elementary	Hopper Center	Pine Crest Elementary
Casselberry Elementary	Idyllwilde Elementary	South Seminole Middle
Endeavor School	Journeys Academy	Spring Lake Elementary
English Estates Elementary Sch	Lake Orienta Elementary	Wicklow Elementary
Forest City Elementary	Midway Elementary	Winter Springs Elementary
Greenwood Lakes Middle School	Millennium Middle	
Hamilton Elementary	Milwee Middle	

- II. **Title I Salary Differential Program (SDP).** Under the SDP, teachers will receive a supplement of up to \$800 for service and support to Title I schools during the current school year. Funding is provided through the District's Title I, Part A grant program. Teachers must meet the service eligibility requirements as follows:

1. Be employed at a Title I served school for the 2021-22 school year, as indicated below:
  - a. Payment #1-
    - i. Teachers employed with the school district as of December 17, 2021, and physically worked the first quarter at a Title I served school listed in Section I will receive a supplement payment of \$200.00.
    - ii. Teachers employed with the school district as of December 17, 2021, and physically worked the second quarter at a Title I served school listed in Section I will receive a supplement payment of 200.00.



b. Payment #2-

- i. Teachers employed with the school district as of May 27, 2022, and physically worked the third quarter at a Title I served school listed in Section I will receive a supplement payment of 200.00.
- ii. Teachers employed with the school district as of May 27, 2022, and physically worked the fourth quarter at a Title I served school listed in Section I will receive a supplement payment of 200.00.

III. **Title I Liaison.** Each Title I served school administrator will select a member of the school staff to be identified as the *Title I Liaison*. If a teacher is selected to serve as the school- level Title I Liaison, the teacher will receive an additional supplement of \$600.00 each semester for a total supplement of \$1,200.00. Funding is provided through the school district's Title I, Part A grant program.

Each teacher who is selected for an agrees to serve as a Title I Liaison will ensure all Title I, Part A documentation is submitted in an approvable format by the established deadline set by the district office in order to be eligible for the compensation outlined. The Title I Liaison will also attend scheduled coordination and training meetings, as well as participate in one-on one technical assistance with district office staff, as necessary.

For: THE SCHOOL BOARD OF  
COUNTY, FLORIDA

By:   
Dawn Bontz, Director, Employee and  
Governmental Relations/Personnel

Date: 11/30/2021

For: THE SEMINOLE EDUCATION SEMINOLE  
ASSOCIATION, INC.

By:   
Chardo Richardson,  
Executive Director, Seminole UniServ

Date: 12/6/2021

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this. 17<sup>th</sup> day of September 2021, 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 2021-2022 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 CTOSs identified in the program's Florida Department of Education (FDOE) curriculum framework. The teacher-advisor of the CTOS 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 CTOS.
- 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 CTOS 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 CTOSs only serve students in secondary schools.

### 2. Stipend Eligibility & Requirements

- a. Each eligible and interested teacher-advisor will complete a CTOS Advisor application by Friday, September 30, 2021. Two SCPS employees may choose to serve as co-advisors and equally divide the stipend for a CTOS. This arrangement must be designated on the initial CTOS 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 CTOS Advisor Training, either directly from the CTOS state organization or from a teacher-advisor of the same CTOS 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 15, 2021.
- 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. The supplement will be divided equally among the teacher-advisors who meet the eligibility and requirements herein.

For: THE SCHOOL BOARD OF  
SEMINOLE COUNTY, FLORIDA

  
Dawn Bontz, Director, Employee and  
Governmental Relations/Personnel

Date: 9/16/2021

For: THE SEMINOLE EDUCATION  
ASSOCIATION, INC.

  
Chardo Richardson,  
Executive Director, Seminole UniServ

Date: 9/17/2021



## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this 27<sup>th</sup> day of October 2021, 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 October 27, 2021, on a go forward basis as follows:

- Non-classroom instructional employees (i.e. reading coach, ESOL teacher, etc.) will receive \$99.26 if they substitute teach in classroom for an entire day and \$49.63 if they substitute 50% of the day.
- All teachers who take on an additional whole class for an entire day will receive \$99.26 for substituting and if they take on an additional whole class for 50% of the day, they will receive \$49.63 for substituting.
- Teachers who sub during their plan period will receive \$20 for a regular plan period, and \$40 for a 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 6/30/2022.

For: THE SCHOOL BOARD OF  
SEMINOLE COUNTY, FLORIDA

By: 

Dawn Bontz, Director Employee and  
Governmental Relations and  
Personnel Services

Date: 10/28/2021

For: SEMINOLE EDUCATION  
ASSOCIATION, INC.

By: 

Chardo Richardson, Executive  
Director, Seminole UniServ

Date: 10/28/2021

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this 11<sup>th</sup> day of January 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, and collectively referred to herein as the "Parties".

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WHEREAS, the District seeks to provide a supplement to certain teachers who serve as a Title I Liaison within a Title I served school in order to ensure appropriate monitoring and compliance of Title I, Part A program activities at the school level.

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Endeavor School	Journeys Academy	Spring Lake Elementary
English Estates Elementary Sch	Lake Orienta Elementary	Wicklow Elementary
Forest City Elementary	Midway Elementary	Winter Springs Elementary
Greenwood Lakes Middle School	Millennium Middle	JDC
Hamilton Elementary	Milwee Middle	Eugene Gregory
Bentley Elementary		

- II. **Title I Salary Differential Program (SDP).** Under the SDP, teachers will receive a supplement of up to \$800 for service and support to Title I schools during the current school year. Funding is provided through the District's Title I, Part A grant program. Teachers must meet the service eligibility requirements as follows:
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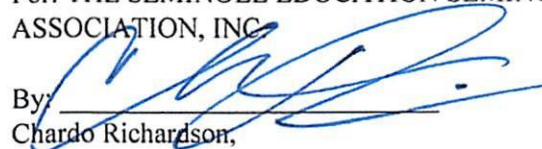
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For: THE SCHOOL BOARD OF  
COUNTY, FLORIDA

By:   
Dawn Bontz, Director, Employee and  
Governmental Relations/Personnel

Date: 1/11/2022

For: THE SEMINOLE EDUCATION SEMINOLE  
ASSOCIATION, INC.

By:   
Chardo Richardson,  
Executive Director, Seminole UniServ

Date: 1/11/2022