

SEA Tentative Agreement Frequently Asked Questions January 15 2022



What is a TA?

TA stands for **Tentative Agreement**. This term means that the two parties involved in a bargaining session have agreed on what was presented during the bargaining session. This is called “tentative” agreement as final agreement comes from a ratification vote by members of the unit on both sides, but in separate ratification votes.

What is our CBA?

CBA stands for **Collective Bargaining Agreement**, which is another name for our Contract.

What is a Grandfathered Teacher?

Grandfathered status teachers are teachers who achieved **Personal Service Contract (PSC)** or **Continuing Contract (CC)**. The PSC/CC teachers are referred to as Grandfathered, because they were allowed to keep their status (or grandfathered) after the Student Success Act was signed into law in 2011. Among the many changes to public education in Florida by the Student Success Act, teachers in Florida who were hired in 2009 or later would remain Annual Contract (AC) status for their entire teaching career.

What does Recurring mean and why is it important?

Recurring means that whatever is tentatively agreed upon, and ultimately ratified by the unit, will become a **permanent part of our CBA**. This generally refers to some type of compensation (although it can refer to contract language as well). The SEA prefers “recurring” as it becomes a fixed part of the agreement between the district and the teachers. Sometimes the district agrees to “recurring” during the session the item is first introduced and agreed to, but often it takes the SEA numerous bargaining sessions to get an item to be recurring in our CBA.

How do Teachers in Florida receive Pay Increases?

Prior to the **Student Success Act of 2011** (depending on the district), teachers in Florida most commonly have a **Salary Step Schedule** in their CBA. Seminole did. Although there were both good and bad parts of any Salary Step Schedule, for the purposes of this FAQ, assume that the steps represented the number of years in SCPS and the dollar amounts increased with these steps (all salary step schedules had problems, but let's keep it simple for this explanation). Each year, the SEA and SCPS's Bargaining teams meet to discuss teacher pay increases. Sometimes, we were able to move our teachers up to the next step (which would increase their base pay) or we were able to increase the amounts of each step increase (this could mean that a teacher may have not moved from “step 7 to step 8” but the amount of the increase to “step 7” would be increased). Sometimes, the SEA was able to get the entire salary step schedule increased by a definitive percentage.

With the passing of the Student Success Act in 2011, AC status teachers who received a **HE rating on their final evaluation were required to receive the highest dollar amount pay increase of any other teacher** in the district. This caused SCPS (and every other district in Florida) to eliminate the Salary Step Schedule and come up with:

1. A Performance Pay Program
2. A Placement Schedule for New Hires

Florida districts were required to have a **Performance Pay Program** in place by the 2014-2015 school year (which we did). From that point on, our teacher's pay increases would vary from year to year (based on the district's budget) and the individual teacher's evaluation rating – meaning that with our app. 4600 teachers in SCPS, we likely have our teachers making app. 3800 different salaries.

Why are there Three Separate Compensations listed on the TA?

The SEA and SCPS are by statute, required to:

1. Continue bringing up the minimum starting salary to \$47,500 (2020 HB 641 which amended FL 1011.62 regarding FEFP)
2. Implement performance pay based on a teacher's evaluation (FL 1012.22)

Additionally, the SEA and SCPS agreed to include a third piece of compensation, an **Experience Supplement** to compensate teachers with 10 or more years of experience.

What is the Performance Pay Schedule?

The Performance Pay Schedule is how teachers increase their base pay and was implemented in Seminole beginning with the 2014-2015 school year. With the Student Success Act of 2011, a teacher's pay increase would be based on the teacher's final evaluation and their contract status (AC or Grandfathered). The SEA and SCPS came up with a **Placement Schedule**, which is used only once in a teacher's time with SCPS – when they are initially hired. Teachers are placed at the appropriate salary based on verified years of teaching experience. New teachers with no previous teaching experience are placed at the bottom of the placement schedule. After the initial placement, a teacher's base pay will increase by the negotiated performance pay schedule based on an AC teacher's evaluation rating.

What is an Experience Supplement?

An Experience Supplement is an **additional financial compensation given to our teachers for the amount of years experience** in their profession. The SEA originally proposed this as a Longevity Supplement, however, after discussion at the table and labor research, it was found that Longevity generally refers to the number of years with one specific employer. **The SEA was successful in getting the district to agree to allow teachers to bring up to 10 years of teaching experience from outside of SCPS for this supplement**, so the SEA changed this supplement to Experience Supplement.

Why do we need an Experience Supplement?

During the past 5 to 6 years, veteran teachers have seen new teachers and teachers with under 10 years experience in Florida districts receiving substantially higher compensation amounts than they, the veteran teachers have. This is due to **frequent additions and amendments to Florida statutes regarding teacher compensation**. Since the 2011 Florida Legislative Session, the state continues to limit the autonomy that school districts have when bargaining with their Teacher Associations. Including an Experience Supplement is the only way the SEA can get veteran teachers more compensation and stay within the statute.

What changes in Florida Statute affect Bargaining and Teacher Compensation?

In 2011, the first bill then - Gov. Rick Scott signed into law was the Student Success Act. Among the many changes this act would make on public education in Florida, this ended a district's ability to use a Salary Step Schedule for teacher pay increases. **The statute required teachers to develop a Performance Pay Schedule to compensate teachers, based on their final evaluation each year.** The statute also required that **districts must pay AC status teachers who receive a Highly Effective rating on their final evaluation, the highest dollar increase on the performance pay schedule.** AC status teachers who receive an Effective rating on their final evaluation must receive no less than 50% of, and, no higher than 75% of – what the dollar amount the AC Highly Effective receives. At this point (2011) PSC/CC status teachers were referred to as Grandfathered teachers and had to receive a lesser dollar increase than the AC HE rated teacher received.

In actuality, it was the hope of the Florida Legislature that Grandfathered status teachers would give up their PSC/CC status in order to receive higher pay increases as AC teachers. **In 10 years, exactly ZERO PSC/CC teachers have chosen to give up their Grandfathered status.**

In 2015, Florida implemented the **Best and Brightest Scholarship program** that provided substantial bonuses to teachers based on their SAT/ACT scores and had very little to do with what they did in the

classroom. Not only did **this program discriminate** against Black, Hispanic, and older teachers (Florida settled a lawsuit in 2019), it drained hundreds of millions of dollars out of the education budget. Finally, the Best and Brightest program was all bonus money – subject to higher tax rate, not recurring, and added nothing to a teacher’s retirement.

In 2021, the Florida Legislature again amended the statute regarding teacher pay (1012.22.5) by adding **two additional restrictions** on a district’s autonomy to bargain with their teacher associations. The first section states that **Grandfathered status teachers can now receive a maximum of 75% of the dollar increase that an AC teacher rated HE receives**. More costly to the districts is the second amended section (1012.22.5II) which states that **once a district reaches the minimum starting pay of \$47,500, each year after, the starting base pay of a new teacher must increase by 75% of what the Grandfathered status teacher receives on the district’s Performance Pay Schedule**.

What is wrong with raising the Starting Teacher Salary?

There is nothing wrong with raising the starting teacher salary. The SEA supports any increase to our teachers’ salary, but the SEA more specifically supports a fair compensation plan for all teachers in the unit. The district’s budget is zero-sum, so an increase for one group comes at a loss for another group.

For example, the following would be the effect of getting Grandfathered status teachers a \$1000 raise to their base salary using the Performance Pay schedule:

1. Grandfathered teachers (as well as AC teachers rated as E) may only receive 75% dollar increase as an AC teacher rated as HE.
2. The minimum starting salary of a new teacher must increase by 75% of the dollar amount received by Grandfather status teachers on the Performance Pay Schedule.

For the purposes of this example, the SEA Performance Pay Schedule would be:

| | |
|---------------|--------|
| AC HE | \$1332 |
| AC E | \$1000 |
| Grandfathered | \$1000 |

We presently have **4650 teacher-based employees** in SCPS. Of the total teachers in our unit, **3082 are AC status** and **1478 are PSC/CC status**. Based on the average ratings over the past three years, this would mean that we have 2776 AC teachers rated as HE and 306 teachers rated as E. Prior to the amendment on compensation to Grandfathered teachers this past legislative session, the cost to the district would be:

| | |
|---|-------------------------------|
| AC HE | \$1332 (X 2776 = \$3,697,632) |
| AC E | \$1000 (X 306 = \$306,000) |
| Grandfathered | \$1000 (X 1478 = \$1,478,000) |
| Total Cost to District - \$5,481,632 | |

However, with the amendment, a district’s **minimum base pay must increase by 75% of what the dollar amount that a Grandfathered status teacher receives on the performance pay schedule**, the cost to the district would increase substantially.

Per statute, the new minimum starting teacher salary (using this example) would be \$48,250 (the Grandfathered status teacher gets an increase of \$1000 on Performance Pay Schedule, causing the minimum teacher pay to increase \$750 to \$48,250). We will have app. 1629 teachers that will have a base salary of \$47,500 so their base pay would become \$48,250 – adding an additional cost to the district of \$1,221,750. Additionally, we have app. 300 teachers whose base pay is above \$47,500 but less than the new minimum base pay of \$48,250. Taking the average increase of this group of teachers at a \$375 increase to their base pay would cost the district an additional \$ 113,624. The revised cost of giving a Grandfathered status teacher a \$1000 increase on our performance pay schedule would be:

| | | |
|--|-------------------------------|----------------------|
| AC HE | \$1332 (X 2776 = \$3,697,632) | |
| AC E | \$1000 (X 306 = \$306,000) | |
| Grandfathered | \$1000 (X 1478 = \$1,478,000) | |
| Performance Pay Cost to District: | | \$5,481,632 |
| Additional Cost to the district with the 2021 amendment: | | \$1,335,374 |
| Total Cost to the District | | \$ 6,817, 006 |

Additional impact of the 2021 amendment to teacher pay increases - \$1,335,374

Although the SEA feels the district has more money available for teacher pay increases, the SEA does not want to cause the district to spend more money on statutory issues if this can be avoided because we want this money going to our teachers.

The only way the SEA could find to get our veteran teachers any reasonable pay increase, and to stay within the statute, was to move grandfathered status teachers away from the Performance Pay Schedule. This proposal will not affect the lowest starting teacher pay as we are reaching the governor's \$47,500 this year.

Why is the Experience Supplement only one year?

It was the intent of the SEA to make this Experience Supplement a permanent supplement in our CBA. We made this clear during this bargaining session and the district agreed that this was needed as it will now be the only way PSC/CC status teachers can ever receive an increase in pay without violating statute and without burdening the district with added costs per amended statute. We have many supplements in our CBA and many, if not all, at one time were not permanent supplements in our CBA. Sometimes the district is willing to make it a permanent supplement the first time we propose it, sometimes it takes a few sessions to make it a permanent supplement in our CBA. The district is aware of this and the SEA will bring this back during every bargaining session until it is a permanent supplement.

Why did the SEA agree to a one-year Supplement? Why not go to Impasse?

As stated above, the SEA proposed a permanent Experience Supplement to go in our CBA. At the November 17, 2021 bargaining session, the SEA proposed what would be our lowest acceptable amount for the Experience Supplement. Our proposal, which is the proposed amounts that are in our TA, would cost the district app. \$5.5 million. The district's counter to our proposal had a cost of app. \$1.6 million. We ended the November 17 bargaining session stating to the district that this would be as low as the SEA would be willing to go with this supplement. The district asked if we would be open to agreeing to the supplement for this year only, with the intention of beginning our next bargaining session in March of 2022. The SEA stated that we would be open to hearing the proposal, but we would not be willing to go lower than the amount in the current Experience Supplement in the TA. On January 11, 2022 (our next bargaining session), the district came back to us and agreed to come up \$3.6 million to meet our final and lowest amount the teachers would accept. I can say that with 12 years of bargaining for the SEA, this is the first time the district has ever come up to our full amount. Historically, if we are this far apart, we usually meet much lower or one side declares impasse. The item that we still disagreed on was that the district wanted it to be a year to year bargaining proposal, whereas the SEA wanted it to be a permanent supplement. The SEA countered the time factor and asked that the district commit to 3-years. The district was only willing to do one year for this session. The bargaining team met for 30 minutes in caucus, and it was decided that as the district came up \$3.6 million to meet our proposal, there was no way that the SEA would win at impasse. The district is agreeable to bring this up each session and the SEA will get this as a permanent supplement in our CBA. If the SEA lost during Impasse, it is possible (but unlikely) that the district could give no Experience Supplement. We decided that our teachers need the money and saw no need to delay this as well as risk zero compensation.

I am reading online that a One-Time Supplement means a Bonus. Is this true?

This is false. Unfortunately, **social media is full of misinformation**. Much of the misinformation is coming from your colleagues, or teachers from around the country, whom likely have good intentions and are always

ready to tell you what they know. However, these collegial experts do not know the structure of the SEA's agreement nor were any of them at the bargaining sessions. **The people who DO KNOW are on the SEA Bargaining Team and can be reached at the SEA UniServ office.** According to Florida statute, 121.021 (Florida Retirement System), **supplements count** toward a teacher's average salary for retirement. **Bonuses do not count** toward retirement. The SEA and SCPS are required to bargain in good faith – meaning the intent of the proposals at the bargaining table is a factor, along with the agreed upon language, when bargaining in good faith. The SEA made our intentions clear at the bargaining table that the Experience Supplement was not to be a bonus – that the intent was to get a supplement that teachers could add to their compensation that would count toward their retirement. The district agreed with our intent and countered with language that would meet our intention (By the way, this is all recorded).

If the district chose to be deceitful, and chose to call this supplement a bonus, or classify this payment as a bonus, after the SEA stated their intention was NOT to have this be a bonus, AND the district agreed to this, then **this deceitfulness by the district would NOT be Bargaining in Good Faith. The district would be subject to an Unfair Labor Practice.** ULPs are much more serious than filing a grievance. Grievances are an effective tool in labor disputes, but they tend to be resolved within the district. This is not the case of a ULP. ULPs do not stay in the district and the district has no control. SCPS does not want a ULP filed.

What is a Ratification Vote?

Now that we have a TA with the district, the next step is to prepare for a **ratification vote** for the teachers in our Unit. In the next weeks, **the SEA will hold numerous information meetings at schools** (high schools work well as each high school is part of a cluster) but we are open to getting to as many schools as possible. Additionally, the SEA will hold some remote Info-Sessions online.

We are in the process of scheduling a ratification vote in the next 3 to 4 weeks. We are checking with PERC to get a waiver to allow this ratification vote electronically. We will update you on the ratification process in the next week. All members of the SEA unit may vote on this ratification (SEA members as well as non-SEA members). **If 50% of the votes, plus one vote YES, then the TA is ratified by the SEA.** This information goes to the district and the five members of the SCPS School Board hold their ratification vote. **If 3 out of 5 school board members vote a Yes vote, then the TA is also ratified by the school board.**

The ratification vote will become official at the next scheduled school board meeting following the ratification vote of the school board.

When do the teachers get their money?

This has not yet been determined. It will not be until after the ratification procedure is complete. The SEA will continue to follow-up with the district until the district commits to a date when the teachers will receive their money. We will update you as we find out.

Why are the three non-instructional Units in Seminole receiving such higher percentage increases than the teachers?

It is impossible to compare the teacher's unit with the non-instructional units when it comes to compensation. At best, percentage increases for teachers are misleading and at worst, they are simply inaccurate. Before the Student Success Act in 2011, the SEA could bargain a 3% or 4% pay increase for our teachers. But when the statute required districts to go to a Performance Pay Schedule, we could no longer look at pay increases in terms of percentage increase. An AC teacher with 4 years experience must receive a pay increase that is 125% higher than a Grandfathered teacher with 25 years of experience. Percentages no longer work for teachers in Florida. A non-instructional employee that makes \$10 per hour, and receives a one dollar per hour increase just received a 10% increase.

This FAQ will be updated as we get more information.