

**OFFICIAL AGREEMENT**

**BETWEEN**

**THE SEMINOLE EDUCATION ASSOCIATION, INC.**

**AND**

**THE SCHOOL BOARD OF SEMINOLE COUNTY  
SANFORD, FLORIDA**

**July 1, 2019- June 30, 2020**

PREAMBLE	-	Present Contract
ARTICLE I	-	Present Contract
ARTICLE II	-	Present Contract
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ARTICLE IV	-	Association and Teacher Rights and Responsibilities
Section A. – Section. B.	-	Present Contract

#### Section C. Collaborative Improvement Team/Building Committee

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

##### Section C.1. Building Committee

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

The goal of the Building Committee is:

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

The team is charged to:

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

The team will consist of the following:

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

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

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

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

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

##### Section C.2. Collaborative Improvement Team

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

The goal of the ~~Collaborative Improvement Team~~-(CIT) is:

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

The team is charged to:

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

The team will consist of the following:

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

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

Section D. –Section. E. - Present Contract

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 meeting 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.

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. Association Full-Time Release President**

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

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

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

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

4. The Association President shall have the discretion to designate use of up to ~~twelve (12)~~ **eighteen (18)** paid Association (administrative) Leave days each year by giving advance written notice to the Superintendent or the Superintendent's designee of the day(s) to be used, the person(s) using the leave, and a general purpose for use of the leave. **Additionally, six (6) days shall be permitted for the sole purpose of elections and/or ratifications. To be eligible for this leave the person may not have used more than six (6) student attendance days for sick/personal during the current school year without approval from the Director of Employee and Government Relations.** The cost center administrator or director may limit the number of individuals released per this provision to avoid excessive interruptions of programs and services. To avoid these interruptions, the Association ~~President~~ **will make every reasonable effort to** ~~shall~~ provide the cost center administrator with ten (10) day notice of when an employee will be out on a leave day. The Association shall reimburse the district 100% of the salary and benefits for the absent person(s)'s and substitute(s) if a substitute was used during the absence(s). If such reimbursement is due, The Association shall pay it within fourteen (14) calendar days of having received an invoice from the district for such payment.

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

Section G.- Section 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 asked to reduce the complaint to writing, sign and date the complaint, and provide appropriate contact information. The complaint, whether written or verbal, 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. 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 the 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.**

~~iii. 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.

~~The Superintendent may recommend that the teacher be suspended without pay for just cause. A recommendation for a suspension without pay shall be considered by the School Board at its first regular or special meeting following the Superintendent's recommendation. The teacher shall be given notice of the meeting and an opportunity to speak to the issue of suspension without pay and present evidence as to why the teacher should not be suspended without pay. The teacher shall have the right to be represented by an Association Representative or attorney of his/her choice at the meeting. 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.**

~~iv. 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.

v. **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.

**Section 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.**

ARTICLE V - Class Sizes, Teaching Loads and Assignments

Section A. – Section C. - Present Contract

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

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

Section E. – Section G. - Present Contract

H. When reassignments of elementary teachers are made the following factors will be considered by the principal: student grade level of enrollment, program needs, interest in the curriculum and grade level, training and/or in-service in the specific grade level, **experience in grade level, knowledge of grade level curriculum,** and personal investment in grade level materials.

Section I. – Section J. - Present Contract

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

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

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

ARTICLE VI - Present Contract

ARTICLE VII - Present Contract

ARTICLE VIII - Contract Status

A. Probationary Employee

**1. Probationary Employment shall be in accordance with Florida Statutes.**

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

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

## B. Annual Contract Teachers

### 1. Annual Contract Employment shall be in accordance with Florida Statutes

~~1.2.~~ Pursuant to Chapter 1012.335, Florida Statutes, Instructional Personnel who have successfully completed a probationary contract may be awarded an annual contract. An annual contract is defined as an employment contract for a period of no longer than one (1) school year.

~~2.3.~~ It is expressly understood and agreed that neither the annual contract teacher nor the School Board owes any further contractual obligation to each other after the termination date specified in the individual teacher's contract regardless of the effectiveness or quality of a teacher's performance, ~~except as provided in B.3.~~

~~3.~~ An instructional annual contract employee who received an overall rating of no less than "Effective" for the current year's Instructional Practices annual evaluation and no less than an "Effective" final evaluation rating for each of the two most recent consecutive school years the previous year in Seminole County shall be reappointed on an annual contract to his/her current school and subject area, provided that a position exists at his/her school and said employee meets all necessary eligibility requirements related to certification, Highly Qualified status, ESOL status, and program needs.

~~Pool Placement Process:~~ Should a position not exist at the school for which the above employee would otherwise be eligible for reappointment, the employee shall be placed in the Annual Contract Pool. An employee in this Pool shall be reappointed should a position in the District become available as long as he/she meets all necessary eligibility requirements related to certification, Highly Qualified status, ESOL status, and program needs. In cases where more than one individual in the Pool qualifies for a vacant position, the principal shall select from the eligible candidates.

~~An eligible annual contract teacher who refuses a position offered through these procedures shall forfeit further consideration for being hired.~~

~~The District Human Resources Department shall compile and maintain a list of employees in the Pool who meet the aforementioned requirements but for which no position is available in the District.~~

~~The Association president will receive the list of instructional employees in the Pool no later than 17 days after the last student attendance day. The District Human Resources will update and send the updated list every other week during June and July. These updates will continue either until all instructional employees are placed or until the first day of pre-plan.~~

~~This position shall not be applicable to program areas identified by the District for workforce reduction for the ensuing school year.~~

~~4.~~ The District Human Resources Department shall also compile a list of all annual contract employees who received no less than an "Effective" overall rating in the Instructional Practices annual evaluation for only the current school year and meet all eligibility and certification requirements as defined in subsection 3, but for whom no position is available in the District. This list shall be known as the Reasonable Effort List.

~~Said list shall be compiled by area of certification and listed in the chronological order based upon continuous employment date.~~

~~The Superintendent or his/her designee shall make every reasonable attempt to place these teachers.~~

~~When there is more than one non-renewed annual contract teacher with the same continuous employment date meeting the specified qualifications for a specific position, the principal shall select from among those who are qualified.~~

~~Nothing contained in this section shall prevent the administration from recruiting and employing critical area positions or members of the underrepresented class. This will not impact the pool placement process.~~

~~—5. This method of filling vacancies as described in Section B.3. and B.4. above shall be implemented through the last day of traditional pre-planning. Anyone hired in this manner through this date shall not be considered to have a break in service.~~

~~—6. A non-renewed annual contract teacher who refuses a position offered through these procedures shall forfeit further consideration for being hired.~~

C. Dismissal of an annual contract teacher within the contract period must be for just cause.

D.- G. - Present Contract

ARTICLE IX - Present Contract

ARTICLE X - Days and Hours

A. Student Attendance Days

1. No later than May of each fiscal year, the School Board will determine the opening date of school and the 180 pupil attendance days for the traditional calendar which would provide approved calendars one year in advance of the current school year. In planning the 180 day student calendar consideration will be given to the following priorities when feasible:

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

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

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

B. – 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.

~~G.~~ 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. 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. ~~For e~~**Elementary** non-classroom teachers **and elementary special area teachers, will be provided**—~~it is recognized that planning time will be provided~~ utilizing the weekly equivalent **of one forty-minute block per day designated as uninterrupted individual planning time.** ~~provision.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~b. c.~~ 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 schools improvement.

~~e. d.~~ 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) scheduled Wednesdays each month including but not limited to faculty meetings, team/department, meetings/ planning, or professional development activities. The established schedule will be finalized and posted no later than three weeks after the start of school and no later than three weeks after the second semester. The committee will also review practices, procedures, and requirements that would value both the quality and quantity of designated planning time. This committee may also meet to review any unresolved issues on an as needed basis. The names of the Professional Development Committee members should accompany the published professional development calendar. The Director of Employee Relations will meet the above committee should any issues remain unresolved.

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

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

**N. SAT Testing Days**

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

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

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

ARTICLE XI	-	Present Contract
ARTICLE XII	-	Present Contract
ARTICLE XIII	-	Present Contract
ARTICLE XIV	-	Present Contract
ARTICLE XV	-	Present Contract
ARTICLE XVI	-	Leaves and Temporary Duty
A.- G.	-	Present Contract

H. 1. Family Medical Leave Act

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

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

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

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

~~All Family Medical Leave provisions of this article shall be interpreted so as to comply with the requirements of the Family Medical Leave Act, known as the "FMLA," which is effective on August 5, 1993, and implementing federal regulations. In the event of conflict between this article and FMLA or its regulations, the FMLA and its regulations shall control.~~

~~— 2. Definitions~~

~~The following definitions shall apply to this article:~~

~~— a. Eligible Employee: The term "eligible employee" means an employee who has been employed by the School Board of Seminole County for at least twelve months prior to the time that FMLA leave is~~

~~requested and who has worked for at least 1,250 hours during the twelve months immediately prior to the time that FMLA leave is requested.~~

~~—— b. Parent: The term “parent” means the biological parent of an employee or an individual who in fact acted as that employee’s parent before the employee became a legal adult.~~

~~—— c. Son or Daughter: The term “son or daughter” means a biological, adopted, foster child, stepchild, legal ward, or a child of a person standing in loco parentis who is under the age of 18 years or is 18 years of age or older and incapable of self-care because of a mental or physical disability.~~

~~—— d. Spouse: The term “spouse” means a husband or a wife as defined by the laws of the State of Florida.~~

~~—— e. Teacher: The term “teacher” means a person whose principal function is to teach and instruct students. It does not include auxiliary personnel such as guidance counselors, psychologists, or other persons who are members of the bargaining unit, but are primarily non-teaching employees.~~

~~—— f. Serious Health Condition: The term “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility or continuing care by a health care provider or one which prevents the employee from performing the essential duties of his/her job.~~

~~—— g. Academic Term: The school year shall be divided into two academic terms. The first term shall begin on the first student attendance day based on the employee’s calendar and shall end at the completion of the first 90 days of student instruction. The second term shall end at the completion of the next 90 days of student instruction for the appropriate employee calendar.~~

~~—— h. Other Definitions: The definitions contained in FMLA, as explained in the applicable federal regulations apply to this article and shall be controlling in the event of conflict with any definitions herein stated.~~

### ~~—3. Employee Eligibility~~

~~Any bargaining unit employee, who has been employed by the School Board for at least twelve (12) calendar months prior to the effective date of FMLA leave and who during that twelve (12) calendar month period has worked at least 1,250 hours (as determined by the employee's payroll records) shall be eligible for leave.~~

### ~~—4. Reason for Leave~~

~~—— a. FMLA leave shall be granted to eligible employees for the following reasons:~~

~~—— 1. to care for the requesting employee's child after birth or following placement for adoption or foster care;~~

~~—— 2. to care for the employee's spouse, son or daughter, or parent who has a serious health condition;~~  
~~or,~~

~~—— 3. for a serious health condition that makes the employee unable to perform the requesting employee's job.~~

~~—— 4. Any qualifying exigency that arises because the spouse, son, daughter, or parent of an employee is on active duty or has been notified of an impending call or order to active duty as a member of the National Guard or Reserve or a retired member of the Regular Armed Forces or Reserve in support of a contingency operation. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.~~

~~—— b. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member is entitled to a total of twenty six (26) weeks of unpaid leave during a twelve (12) month period to care for the service member. This leave is available only during a single twelve (12) month period.~~

~~A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his/her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.~~

~~—— c. During the single twelve (12) month period described in Section H.4.b., an eligible employee is entitled to a combined total of twenty six (26) weeks of leave under the provisions of Section H.4.a. and b. This does not limit the availability of leave under Section H.4.a. during any other twelve (12) month period.~~

~~—d. FMLA leave will not be granted to care for a child after birth, or following placement for adoption or foster care for any period longer than one year from the date of the birth or placement of the child.~~

~~—5. Leave Year~~

~~An eligible employee is entitled to take up to twelve (12) weeks of FMLA leave in any fiscal year. The total amount of FMLA leave in any one fiscal year may not exceed twelve (12) weeks. In the case of FMLA leave taken on account of a serious health condition that makes the employee unable to perform the employee's job or to care for a parent, spouse, or son or daughter that has a serious health condition, the length of the leave may not exceed the duration of the serious health condition or twelve (12) weeks, whichever is the shorter period.~~

~~—6. Use of Paid Leave~~

~~When an employee requesting FMLA leave has accrued sick leave, the employee shall be required to first use that earned or accrued sick leave prior to taking FMLA leave. When an employee on paid leave which was initiated as paid leave, requests to extend that leave by the use of FMLA leave, the employee shall be required to first use any remaining paid leave before going on FMLA leave.~~

~~—7. Group Medical Insurance~~

~~a. The School Board shall continue an employee's group medical insurance in full force and effect during any FMLA leave, to the same extent as when the employee worked prior to taking FMLA leave. The employee will continue to be responsible for the employee's share of the cost of the insurance coverage while on FMLA leave.~~

~~b. An employee's health insurance coverage will be canceled if the employee is more than thirty (30) days late in paying the employee's share of the health insurance coverage provided during the employee's FMLA leave.~~

~~—8. Recovery of Employer's Payments for Group Medical Insurance~~

~~a. If an employee fails to return to work after the employee's FMLA leave is depleted or expires, the School Board may recover its share of any premiums paid for the employee's health insurance while the employee was on FMLA leave unless: the employee fails to return to work because the serious health condition for which the employee took FMLA leave continues or reoccurs; because the employee suffers a different serious health condition; or, the employee does not return to work for reasons beyond the employee's control.~~

~~b. If an employee claims that he/she cannot return to work after his/her FMLA leave is depleted or expires, the School Board may require verification of the employee's continued or reoccurring health condition or onset of a new serious health condition or that of the family member whose condition was the reason for the employee taking FMLA leave.~~

~~—9. Both Husband and Wife are Employees of the School Board~~

~~When both the husband and the wife are employed by the School Board the combined total amount of the leave available for both of them, when the leave is to care for a newborn child or a child placed for adoption or foster care, is a maximum of twelve (12) weeks.~~

~~—10. Notification of Intent/Need to Take FMLA Leave~~

~~An employee who is planning to take FMLA leave must give the School Board thirty (30) days' notice before the expected start of FMLA leave if the leave is for the expected birth, placement for adoption or foster care of a child, or planned medical treatment for a serious health condition for the employee or a family member. If it is not possible for the employee to give thirty (30) days' notice because of reasons such as a medical emergency, a change in circumstances, or because the employee cannot determine approximately when the leave will begin, the employee should give notice as soon as possible.~~

~~—11. Medical Certification~~

~~a. Illness of a Family Member: When the employee is requesting FMLA leave for a serious health condition of the employee's spouse, child, or parent, the School Board may request that the employee provide a statement from the spouse's, child's or parent's doctor certifying that it is necessary for the employee to care for that person and stating the estimated time for which the care will be needed.~~

~~b. Illness of the Employee: When the need for FMLA leave is the serious health condition of the employee, the School Board may require that the employee's doctor provide certification of the condition for which leave is requested. The School Board may require a second and third certification by doctors that it selects, at School Board cost.~~

~~—12. Periodic (Intermittent) Leave for Planned Medical Treatment~~

~~\_\_\_\_\_ a. Periodic or intermittent leave may be taken when the employee, the employee's spouse, child, or parent has a serious medical condition that requires periodic treatment or care and it is foreseeable that the employee will need short periods of time off.~~

~~\_\_\_\_\_ b. Intermittent leave may be taken in blocks of one or more days or partial days, separated by blocks of one or more days or partial days of work. The need for intermittent leave must be certified as medically necessary by the employee's doctor or the employee's spouse's, child's, or parent's doctor.~~

~~\_\_\_\_\_ c. An employee requesting intermittent leave must make every attempt to schedule the leave so as to not disrupt the operations of the School Board. The School Board may, during the time for which intermittent leave is required, assign the employee to an alternate position at equivalent pay and benefits if necessary to accommodate the employee's need for such leave.~~

~~\_\_\_\_\_ d. The employee must give the School Board thirty (30) days' notice of the need for such leave unless it is not possible to do so. In that case, the employee must give the School Board as much notice as possible.~~

~~— 13. Leave More Than Five Weeks Before the End of Academic Term~~

~~If a teacher begins leave more than five (5) weeks before the end of an academic term, the teacher must remain on leave until the end of the academic term if:~~

~~\_\_\_\_\_ a. the leave will last for more than three (3) weeks;~~

~~\_\_\_\_\_ b. the teacher's return would take place during the last three (3) weeks of the academic term.~~

~~— 14. Leave Less Than Five Weeks Before End of Academic Term~~

~~If a teacher begins leave less than five (5) weeks before the end of an academic term, the teacher must remain on leave until the end of the academic term if:~~

~~a. the leave lasts more than two (2) weeks;~~

~~b. the teacher's return would take place during the last two week period of an academic term.~~

~~— 15. Leave Less Than Three Weeks Before End of Academic Term~~

~~If a teacher begins FMLA leave less than three (3) weeks before the end of an academic term for the birth or placement of a child for adoption or foster care or for the need to care for the teacher's spouse, child, or parent because of a serious health condition, and the leave lasts more than five (5) working days, the School Board may require the teacher to continue taking leave until the end of the academic term.~~

~~— 16. Return to Employment/ Restoration to Position~~

~~Upon return from FMLA leave, an employee will be restored to the employee's position prior to leave or an equivalent position. If the employee is placed in an equivalent position, that position will be at the same pay, benefits and other terms and conditions of employment under the collective bargaining agreement and/or applicable School Board policy.~~

~~— 17. Caution~~

~~This article does not set forth all of the provisions of the Family Medical Leave Act or the implementing federal regulations. Employees who are planning to take FMLA leave or who do take FMLA leave should notify their designated Personnel contact for a full explanation of the law as it applies to their FMLA leave request and to determine if they are eligible for FMLA leave.~~

I. General Provisions Governing Leaves

1. Application for leave and assignment for temporary duty must be made in writing and presented for approval ten (10) workdays prior to date leave is requested. In cases of emergency the ten (10) workday limit may be waived.

All requests for leaves must be signed by the teacher, recommended or not recommended by the principal, and granted or denied by the School Board or its designee.

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

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

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

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

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

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

7. Consideration for the same position in the same school shall be given to the continuing contract teacher or professional service contract teacher whose leave terminates during the school term. If this is not possible or in the best interest of the educational program, the teacher will return under the conditions as stated in six (6) above.

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

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

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

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

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

13. Teachers who have been granted leave through the end of the school year shall, no later than March 10, notify the district office or work center head, in writing of their intent to return the next fiscal year, their intent to request an extension of the leave or a letter of resignation effective at the end of the leave. The Board may consider that failure to comply with this requirement constitutes a resignation by default on the part of the teacher. However, the teacher may apply and be considered for re-employment by the Board. The administration agrees to furnish the Association a list of teachers who are on leave for the remainder of the school year as of February 20.

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

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

of absence. An employee who is on approved sick leave due to personal illness shall not be eligible to substitute teach.

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

- ARTICLE XVII - Present Contract
- ARTICLE XVIII - Present Contract
- ARTICLE XIX - Other Fringe Benefit
- A. – G. - Present Contract

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

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

#### B. Health Insurance

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

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

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

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



single premium. This provision shall continue as long as the employee remains in a contracted position of less than 30 hours per week but at least 50% of a full-time position.

2. For an employee who enrolls in the High Deductible Health Plan and has met the ~~three (3)~~ required Wellness activities, the School Board shall contribute \$750.00 to the employee's Health Savings Account or Health Reimbursement Account, whichever is applicable.

~~For the 2016 benefit plan year the Board shall contribute \$500.00 to employee's Health Savings Account or Health Reimbursement Account, whichever is applicable for all employees enrolled in the High Deductible Health Plan at the time of ratification of the 2015-2016 contract~~

~~On February 1, 2017 the district will project the surplus funds in the Health Self Insurance Fund for the 2016 plan year. The district proposes the portion of the increase that exceeds \$1,000,000.00 will be contributed to a Health Savings Account or Health Reimbursement Account, whichever is applicable for all employees participating in the district's health insurance plans.~~

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

4. In the event that an employee enters service on or after the beginning of the contract year, the Board shall contribute so much of the annual **Board contribution** ~~single premium~~ as will continue the employee's **electd** coverage until ~~July 31st~~ **June 30<sup>th</sup>** provided the employee shall remain employed until the end of the contract year in which he or she became employed. **The employee is responsible for payroll deductions for their coverage election. Should the employee be rehired by the District prior to the beginning of the following school year, the employee's insurance coverage will be back dated to June 30<sup>th</sup>.**

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

5. All newly hired employees eligible for benefits have thirty days **from the position start date** to select their benefits **online and upload any necessary documentation.** ~~and to submit a completed enrollment form and applications to the District's Benefits Department.~~

6. The employee's insurance will be effective on the ~~eighty ninth (89)~~ **first of the month following sixty (60)** calendar days from the initial date of employment contingent on his/her meeting the enrollment deadline set above.

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

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

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

#### D. Cafeteria Style Insurance Plan

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

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

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

- a. Dependent child care reimbursement accounts
- b. Medical, flexible spending account with employee's maximum contribution limited to ~~\$2,550.00~~ **\$2,700**
- c. Employees enrolled in a High Deductible Health Plan are eligible for either a Health Savings Account or Health Reimbursement Account whichever is applicable.

#### E. Optional Insurance

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

1. Dental Insurance
2. ~~Disability/Income Protection~~ **Accident Insurance**
3. ~~Cancer Insurance~~ **Critical Illness**
4. Term life insurance and accidental death and dismemberment coverage ~~to a maximum of \$300,000.~~
5. Short-term and long-term Disability Insurance
6. Hospital **Care Plan** ~~Income Protection~~
7. Vision Insurance
8. Term life insurance for spouse
9. Term life insurance for dependent children
10. Long term care insurance

#### F. Enrollment Period

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

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

2. No changes in the insurance selection will be made by the employee during the year except for changes such as marriage, divorce, death, additions or deletions to family **due to an I. R. S. qualifying event** .

~~3. a. In the event an employee withdraws participation in a particular plan, he/she will not be allowed to reenter the plan during the fiscal year. Reentry into the plan subsequent to the close of the fiscal year is dependent upon satisfactory completion of the plan's re-enrollment requirements.~~

~~b. a.~~ Upon return from a Board approved leave with-out pay ~~and after having failed to pay the insurance premium that~~ **the** employee shall be entitled to re-enroll in the benefit plans they were previously enrolled in prior to the leave of absence. The employee has 30 days from their return from leave to submit

the enrollment forms to the Employee Benefits Department. ~~Coverage~~ **Coverage** will be effective the first of the month following 30 days after the return from leave.

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

~~G. All monies in the insurance trust fund shall remain in the fund. All monies in the insurance trust fund including interest earned on investments, will be used for the support of direct costs of insurance benefits for employees. A report of such funds and expenses shall be reported to the Insurance and Wellness Committee and the Associations.~~

#### **H G.** Retired Employees

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

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

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

#### **I H.** Worker's Compensation

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

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

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

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

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

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

5. Payment to the employee will be made on the first regularly scheduled payday for the employee, provided that the election form is received in payroll no later than one week prior to the regularly scheduled

payday. If this timeline is not met, the employee shall be paid no later than the next regularly scheduled payday.

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

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

~~I.~~ **J.** Employee Assistance Program

The Board shall offer an Employee Assistance Program which will provide the employee the opportunity for confidential, professional assistance ~~for personal problems affecting job performance~~ **according to the plan provisions.**

~~K.~~ **J.** Tax Sheltered Annuities

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

~~L.~~ **K.** Payroll Deductions

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

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

L. – M.	-	Present Contract
ARTICLE XX	-	Present Contract
ARTICLE XXI	-	Present Contract
ARTICLE XXII	-	Present Contract
ARTICLE XXIII	-	Present Contract
ARTICLE XXIV	-	Present Contract
ARTICLE XXV	-	Present Contract
ARTICLE XXVI	-	Present Contract
ARTICLE XXVII	-	Present Contract

- ARTICLE XXVIII - Present Contract
- ARTICLE XXIX - Present Contract
- ARTICLE XXX - Summer School Hiring Procedures
- A.-I. - Present Contract

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

1. ~~Release paper applications for enrollment in SCVS 365 beginning February / March.~~ Students may take SCVS 365 courses for acceleration or remediation. Students may also request an April/May/June start date pending instructor availability.

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

A. ~~Paper~~ **Distribute** applications for staff ~~would be released~~ at the same time as brick-and-mortar summer school applications.

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

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

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

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

F. At the discretion of the SCVS Principal, up to three (3) SCVS 365 teachers with prior virtual instructional experience may be designated as "SCVS 365 Lead Teacher" for the purpose of supporting and mentoring teachers with no prior virtual instructional experience. ~~An additional \$600 stipend will be added to the base pay of these teachers.~~ **An additional 12 hours per week per Lead Teacher will be allotted to the 365 SCVS budget.**

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

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

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

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

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

B. Compensation Model Example

Base Pay: \$2,000.00 **(For an 8 -week summer) \$2,500 (For a nine-week summer) to be paid as \$500 per week**

Completion Supplement:

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

C. Student Loads – based on instructional needs

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

Minimum = # of students enrolled to schedule course  
 Ideal = target for scheduling purposes  
 Maximum = highest permitted enrollment (Maximum may be exceeded with the permission of the teacher at the discretion of the principal)

D. Compensation Examples

Teacher Type	Base Pay	Base = Minimum Load	Base = Ideal Load	Base = Maximum Load
A	\$2,000	\$3,000	\$4,500	\$6,000
B	\$2,000	\$3,000	\$4,500	\$6,000
C	<del>\$2,500</del> <b>\$2,000</b>	\$3,000	\$4,500	\$6,000

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

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

ARTICLE XXXI - Present Contract

ARTICLE XXXII - Present Contract

ARTICLE XXXIII - Present Contract

ARTICLE XXXIV - Present Contract

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

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

APPENDIX A - Present Contract

APPENDIX B -

**APPENDIX B  
2019-2021 SUPPLEMENTS**

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>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	1,455.00
Teacher on Assignment- Curriculum Support	1,455.00
OP/PT Bachelor	13,695.00
OP/PT Master	12,028.00
PSY <b><u>and Board Certified Behavior Analyst</u></b> -Master	7,145.00

	Tentative Agreement
	SCPS Board
	SEA
PSY <b><u>and Board Certified Behavior Analyst</u></b> -Specialist	5,716.00
PSY <b><u>and Board Certified Behavior Analyst</u></b> -Doctorate	4,167.00
<b><u>Registered Nurse</u></b>	<b><u>1,455.00</u></b>
<b><u>Registered Nurse Lead</u></b>	<b><u>2,494.00</u></b>

II. EXTRA-CURRICULAR, ATHLETIC COACHES AND OTHER SUPPLEMENTS – Present Language

APPENDIX C - Salaries and Compensation

**Two (2) year agreement for contract language and compensation of 4.25%:**

- **3.00% for 2019-2020**
- **Title I Supplement of \$100 for each teacher at a Title I eligible school for 2019-2020 and 2020-2021**
- **1.25% salary increase for 2020-2021**
- **In the 2020-2021 school year the parties agree to reopen bargaining for Salaries and Compensation if the Florida Legislative increases the Base Student Allocation greater than 1.25%**
- **Salary adjustments will be retro to the beginning of the 2019-2020 school year.**

APPENDIX D - Instructional Personnel Calendar amended to reflect the 2019-2021 school year

APPENDIX E - Payroll Calendar amended to reflect the 2019-2021 school year

APPENDIX F - Kidzone and Beyond Program - Present Contract