

**OFFICIAL AGREEMENT**

**BETWEEN**

**THE SEMINOLE EDUCATION ASSOCIATION, INC.**

**AND**

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

**July 1, 2020- June 30, 2021**

PREAMBLE	-	Present Contract
ARTICLE I	-	Present Contract
ARTICLE II	-	Definitions

Terms used in this Agreement shall be defined as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Pool** -- A group of employees eligible for reappointment in a particular position. ~~as stated in Article VIII, section B. 3.~~

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

~~**Reasonable Effort List** -- A list of all annual contract employees who received no less than an "Effective" overall rating in the Instructional Practices annual evaluation as stated in Article VIII, section B. 4.~~

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

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

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

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

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

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

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

ARTICLE III - Present Contract

ARTICLE IV - Association and Teacher Rights and Responsibilities

Section (A.-O.) - Current Contract language

#### **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~~ encouraged to reduce the complaint to writing, sign and date the complaint, and provide appropriate contact information. However, the complainant(s) will not be required to provide the complaint in written form as a prerequisite to an investigation unless otherwise required to do so by law. The recipient of an unwritten complaint will reduce the complaint to writing. The complaint, ~~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 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.

i.v. Any teacher may be suspended with pay pending investigation of a complaint, at the discretion of the Superintendent for a period extending to and including the day of the next regular or special meeting of the School Board. Such suspension shall not be deemed to be discipline. The School Board may terminate or continue the suspension with pay as recommended by the Superintendent.

In the event probable cause is not found or the charges are dismissed the teacher, who recognized a loss of salary due to the suspension without pay, shall be immediately reinstated and paid all back pay and benefits.

The Superintendent may suspend a teacher, without pay for just cause, up to and including the appropriate number of hours equivalent to five (5) workdays, which shall be reviewable through Step III of the grievance procedure.

v. If the investigation is concluded with the finding that there is no probable cause to proceed further and with no disciplinary action taken or charges filed, a statement to that effect signed by the responsible investigating official shall be attached to the complaint, and a copy provided to the teacher.

vi. Any investigation of a complaint shall not be deemed an observation for evaluation purposes. However, if appropriate, a finding may be reflected on a subsequent general assessment and/or annual evaluation.

Section Q. - Current Contract Language

ARTICLE V - Class Sizes, Teaching Loads and Assignments

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

1. In making staffing pattern decisions, the administration ~~shall~~ will consider ~~give careful consideration to these factors, to~~ the views of the faculty and the F.T.E. funds available for a particular school.

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

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

(a) The maximum number of students assigned to each teacher who is teaching core-curricula courses in

public school classrooms for prekindergarten through grade 3 may not exceed 18 students.

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

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

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

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

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

~~B C.~~ The school administration will ~~make a reasonable effort to~~ equally distribute amongst all classes ESE, ELL, and all tiered students with input ~~when provided~~, from teachers and/or guidance counselors.

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

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

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

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

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

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

~~G.~~ Class sizes will be leveled and averaged at the earliest date possible.

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

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

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

J. The school administration will ~~make a reasonable effort to~~ assign no more than three (3) different preparations per day to a secondary teacher, ~~providing such assignment does not interfere or disrupt the school's academic program.~~

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~~ prioritize the affected ~~place the~~ teachers in their preferred schools before placing them at any other school.

ARTICLE VI	-	Present Contract
ARTICLE VII	-	Compensation and Expenses
Section A.-H.	-	Current Contract Language

#### **I. Prior Teaching Experience**

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

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

~~2. Initial placement on the salary schedule for teachers who have retired from the Florida Retirement System (FRS) or any other educational system and become employed or re-employed as a teacher based employee shall be granted up to ten (10) years of recognized teaching experience.~~

~~3.~~ 2. Credit shall not be granted for less than one half (1/2) of a contractual year.

~~4.~~ 3. Compensation for prior teaching experience will be awarded at the start of the school year in which verification of the prior experience was received and approved.

Section J.-X.	-	Current Contract Language
ARTICLE VIII	-	Contract Status
Section A.	-	Current Contract Language

## B. Annual Contract Teachers

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

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

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

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

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

D.2.-G. - Current Contract Language

ARTICLE IX - Curriculum and Instruction

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

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

C. Teachers shall have the responsibility to determine and report student progress and grades in accordance with the district's Student Progression Plan. When an individual or individuals believe the Student Progression Plan or Board Policies relative to grading are not being followed the Association and Board will work together to resolve all identified issues. Correction of student grades shall be done in accordance with School Board Policy 5421 Grading 4.51. Student promotion, retention, and assignment will be made in accordance with the Student Progression Plan.

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

ARTICLE X - Days and Hours

## A. Student Attendance Days

1. No later than May of each fiscal year, the School Board will determine the opening date of school and the 180 actual teaching days as prescribed by section 1011.60(2) F.S., or equivalent on an hourly basis as specified by rules of the State Board of Education each school year, ~~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 weeks duration
- d. A spring vacation of one week in duration
- e. The Federal holidays, i.e., Labor Day, Martin Luther King, Jr. Day, President's Day, and Memorial Day.

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

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

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

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

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

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

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

C. Teachers shall be contracted for 196 days and shall work seven (7) hours per day exclusive of lunch, for ~~190~~ 196 days as set forth in the school calendar. Teachers may be required to attend, without additional compensation, two (2) evening assignments involving parents and teachers as designated by the principal.

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

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

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



secured, then D.2. above will be implemented.

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

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

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

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

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

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

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

b. The second forty-minute planning block shall be devoted to uninterrupted planning time at least one (1) day per week. The remaining days will be devoted to PLC time, uninterrupted plan time, or tasks assigned by the principal or other administrators. Teachers shall not be required to use this time to provide intervention instruction to students.

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

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

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

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

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

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

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

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

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.

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 school's improvement.

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/departments, meetings/ planning, or professional development activities. The established schedule will be finalized and posted no later than three weeks after the start of

school and no later than three weeks after the second semester. The committee will also review practices, procedures, and requirements that would value both the quality and quantity of designated planning time. This committee may also meet to review any unresolved issues on an as needed basis. The names of the Professional Development Committee members should accompany the published professional development calendar. The Director of Employee Relations will meet the above committee should any issues remain unresolved.

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

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 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
Sections A.1- C.5.d.	-	Current Contract Language

~~7.e.~~ Application for a one (1) year or semester sabbatical leave must be submitted no later than February 1 of the year preceding the proposed sabbatical leave. Request for sabbatical will follow the normal leave request procedure.

Sections D.- I.	-	Current Contract Language
-----------------	---	---------------------------

ARTICLE XVII	-	Present Contract
ARTICLE XVIII	-	Present Contract
ARTICLE XIX	-	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	-	Present Contract
ARTICLE XXXI	-	Present Contract
ARTICLE XXXII	-	Teacher Evaluation/Continuous Improvement

Section A. - Current Contract Language

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

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

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

### 1. Definitions

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

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

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

d. **Evaluator:** Only a principal, assistant principal, or other appropriately qualified district level administrator who supervises bargaining unit employees shall complete ~~both formal and informal/short classroom walkthrough teacher observations, and classroom walkthroughs.~~ All evaluators shall participate in ongoing professional development on the instructional model.

As outlined in the district's DOE approved Administrative Evaluation System, all school administrators will receive information about the SCPS evaluation system and training in the evaluation model from district administrators and the immediate supervisor. This training will include the Florida Principal Leadership Standards, Florida's common language of instruction, and the performance expectations in the evaluation system indicator.

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

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

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

Section C. -D.8. - Current Contract Language

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

Section D.10 – D.12. - Current Contract Language

D.13. Required formal observation(s) and observation conference(s) ~~as mentioned in above #6~~ shall be completed for probationary teachers no later than 10 school days before winter break for the first formal observation and April 1 for the second formal observation, April 15 for annual contract teachers, and May 1 for all other teachers. This provision does not prohibit additional classroom observations from occurring after said dates.

D.14. - Current Contract Language

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

a. Should an administrator identify an area of concern in the teacher's performance at any time in the three-year cycle, the previous evaluation procedure shall be followed. The teacher will be notified in writing

that he/she is being evaluated using the previous evaluation procedure because there is concern regarding his/her performance. The following procedures shall be followed:

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

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

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

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

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

Additionally, Category 2 teacher's rating must reflect:

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

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

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

Additionally, Category 1 teacher's rating must reflect:

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

F. Each teacher shall receive a final evaluation rating which is determined by combining the Instructional Practice annual evaluation (56%), the Deliberate Practice Plan (DPP) (10%), and the ~~state-calculated~~

student learning growth score (34%).

Sections G.- I.3. - Current Contract Language

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

ARTICLE XXXIII - Transfers and Vacancies

Section A. - Current Contract Language

#### **B. Vacancies**

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

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

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

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

~~5. In the event an annual contract teacher who is employed in a critical area position or is a member of the under-represented class and who has received nothing less than "Effective" (as defined in Article XXXII, Teacher Evaluation) on the annual assessment is not recommended for reappointment, said teacher will be placed in the District critical area/under-represented class pool to be employed the ensuing year. A copy of the PSC pool and a list of non-reappointed AC teachers will be sent to the SEA President within two weeks after AC teachers receive notification of non-reappointment. The County will update the SEA President of the status of the PSC pool every two (2) weeks until the first day of pre-plan the following contract year.~~

6. Critical area positions ~~as described in 5 above~~ shall be determined by the administration with notification provided to the Association by January 1 or prior to beginning of recruiting, whichever comes first.

ARTICLE XXXIV - 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, 2020 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), 2020 and by the School Board of Seminole County, Florida the (TBD) day of (TBD), 2020.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the (TBD) day of (TBD), 2020.

APPENDIX A - Present Contract

APPENDIX B - Present Contract

APPENDIX C - Salaries and Compensation

- Title I Supplement of \$100 for each teacher at a Title I eligible school for 2020-2021
- 1.25% salary increase for 2020-2021 (Salary adjustments will be retro to the beginning of the 2020-2021 school year.)

#### Teacher Salary Increase Allocation Through House Bill (HB) 641

All teachers as defined by s.1012.01(2)(b,c,&d) making less than \$46,310 after the TSIA Salary Distribution will have their salary increased to the new minimum teacher salary of \$46,310.

#### New Teacher Salary Placement

Year of Experience	Salary	Years of Experience	Salary
0-17	\$46,310	23	\$50,800
18	\$47,150	24	\$52,010
19	\$48,360	25	\$53,230
20	\$48,460	26	\$55,660
21	\$49,580	27	\$56,880
22	\$49,680	28	\$59,310

APPENDIX D - Instructional Personnel Calendar amended to reflect the 2020-2021 school year

APPENDIX E - Payroll Calendar amended to reflect the 2020-2021 school year

APPENDIX F - KidZone and Beyond Program - Present Contract