



Engaging & Empowering Educators

2019-2020

EP STEWARDS:
CONTRACT PART B

- On your computer go to BTUONLINE.COM and bookmark!
- Hardcopy of contract – Sticky Note!
- Email questions to your field staff
- Have contract “book club” at your site



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Article 4

B. Teacher Assignments

D. Involuntary Assignments

F. Special Assignments

Article 4



B. Teaching Assignments: No employee shall be assigned to teach in a grade level and/or subject area not within the scope of his/her teaching certificate, except where a position within his/her certification is unavailable or when mutually agreed to by the affected employee and principal, *or when determined necessary by the principal. Employees assigned to positions outside the scope of their certificates shall be assigned as soon as possible to positions for which they hold certification.

*This is where BTU pushes back. Autonomy cannot supersede our contract.

D. Involuntary Assignments: An employee involuntarily assigned for one year or less to a position outside the scope of the employee's certification shall not be required to obtain additional training related to the assigned position nor shall evaluation reflect the absence of such training. (Lack of knowledge because you are not certified cannot be held against you.)

F. Special Teaching Assignments

- Montessori Training Program, - 5 year commitment. Must back out before completion of first class.
- Cambridge or IB assignment – 3 year commitment

(Does this mean principal cannot move me for 3 years?)



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Article 5

A. Teacher, recess

D. Duty free Lunch

K. Faculty meetings

L. Planning Days

P. Vending Machines

Article 5



A. Teacher's Primary Responsibility: The Board and the BTU acknowledge that **a teacher's primary responsibility is to teach and that all energies should be utilized to this end.** Therefore, the Board agrees that every effort shall be made to relieve employees of all nonprofessional supervisory and clerical responsibilities such as, but not limited to, playground and other school ground supervision (excluding recess supervision for elementary level students), lunchroom supervision, hallway and restroom supervision, study hall and detention supervision, bus loading and unloading supervision, money collection or transmittal, and various and similar non-professional responsibilities. Such duties shall be assigned to non-bargaining unit employees. **Recess in elementary schools shall not be used to replace regularly scheduled physical education programs.**

D. Duty-Free Lunch: All employees shall be entitled to a duty-free, uninterrupted lunch period of at least thirty (30) consecutive minutes. **Employees shall not be required to deliver or pick up their students during this time.**

J. Relief Period: Each elementary employee, including special subject teachers, shall have at least a ten (10) minute relief period in both the morning and afternoon each day in a manner to be determined by the employees and immediate supervisor in each school/center. **One of the relief periods (i.e. during specials class) shall occur during the student instructional day.** An employee with an assignment other than a regular classroom assignment shall not be removed from that assignment to supervise the students of another employee for such relief periods unless such relief periods cannot otherwise be provided, in which case not more than one such assignment per day shall be given. Each middle and high employee who needs a restroom relief period during instructional time shall have no more than a 10 minute relief period. **The employee shall not leave their students unsupervised.**

Article 5



K. Faculty Meetings: Principals shall have the authority to schedule necessary faculty meetings; however, such meetings shall be as brief and well planned as possible. Such meetings shall be used for purposes that cannot be accomplished effectively through other means. Faculty meetings shall be scheduled in a manner that impacts teacher planning time to the least degree possible. If more than one faculty meeting is held in a month, the purpose of the meeting shall be announced to the faculty in advance.

L. Planning Days: (Learn the difference between touch and NO touch time) L-5 * A joint school committee comprised of an equal number of SAC Committee members appointed by the principal and the Faculty Council shall be established as the School Professional Development Team. Working collaboratively, they shall conduct an evaluation of the effectiveness of the current professional development activities. They shall examine the utilization of the total time for professional development during the two (2) additional early release days (excluding the four (4) early release days devoted to grades) and the ten (10) planning days for the school year, exclusive of the time allocated for individual teacher planning and preparation. *** See Liz's Class SAC/PD/Faculty Council**

P. Vending Machines: Profits from vending machines in employee workrooms, lunchrooms or lounges shall be expended for legally permissible purposes as determined by the employees in the school and the principal at the worksite through the faculty council. Vending machines dispensing lunch items are not included in this provision. If requested, teachers shall be informed of monies collected and/or profits that have been spent from vending machines in employee workrooms, lunchrooms or lounges. The **principal shall have one vote** as does each Faculty Council member.



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Article 6

B. Sub Notification

C. Subs

D. Covering classes

F-4. Steward superseniority

K. Bullying

Article 6



B. Substitute Notification: Any employee shall not be required to obtain a substitute for himself/herself or for other absent employees.

(Go to SMARTFIND, accord your absence, let the program work on put in the sub you have arranged. There is no guarantee the sub you entered must stay with job assigned.) The employee shall have the option of recommending a sub. The recommendation shall be submitted with as much advance notification as possible. If an employee is not given a substitute job number after contacting the sub locator system, the employee shall notify the designated school-site administrator of the employee's intended absence prior to the start of the employee's regular workday. **Where an employee has secured both a substitute and an authorized TDA, revocation of the TDA shall occur only as a last resort.** Should revocation occur, the employee shall have the option of retaking the specific session missed the next available time the course is offered. **The required TDA to attend the makeup session may not be revoked.** If the workshop/training is offered only once, the TDA will not be revoked.

**** (Union business – not to be revoked.)**

Article 6



C. Substitutes: Substitute employees shall be employed for **all absent employees**, except studio teachers, school counselors, psychometrists, guidance directors, psychologists, school social workers, speech language pathologists, ESE specialists, media specialists, and **when the employee and principal agree that employment of a substitute would be inappropriate for certain exceptional children**. When it is known that an employee in one of the exceptions listed above will be absent for an extended period of at least twenty (20) consecutive work days, a substitute shall be employed for such absent employee provided that a properly certified/licensed substitute is available. Substitutes may be employed during pre-school or post-school conference periods or on teacher workdays when students are not in session when the principal determines that the situation warrants it. Substitute teachers shall be expected to perform all duties normally performed by the regular employees.

(Do what is appropriate for students.)

Article 6



D. Covering Classes: **Employees shall not be required to substitute for absent employees.** Where substitutes cannot be obtained for an absent employee, temporary coverage will be *worked out mutually by the principal and the affected employee*. The principal shall establish a list of volunteers and shall rotate requests for coverage among those who volunteer. Where said lists have not been established, teachers shall not be subject to disciplinary action for refusal to cover classes. Employees who **volunteer** to increase their normal work load by covering **the class** of an absent employee when no substitute is available **shall have their hourly rate increase by twenty-five (\$25) dollars during the period spent covering a class (rounded to the nearest half hour).**

Employees who volunteer to increase their normal work load by accepting **a portion** of the students assigned to an absent employee in order to cover a class when no substitute is available shall have **their daily rate increased by twenty-five (\$25) dollars on those days** when they accept a portion of the students assigned to an absent employee. Classes will be proportioned as equally as possible. In elementary schools where sufficient volunteers are available, classes shall be divided equally among at least four (4) employees. When volunteers substitute by covering other classes, they are responsible to provide adequate planning for their own classes for the following school day.

(One suggestion was to print this Article D out and give it to payroll person at your school.)

Article 6



K. Bullying/Harassment: School Board employees should not be subjected to harassment, abusive language, upbraiding, insults or interference by a parent or other person in the performance of the employee's duties. A principal or assistant principal shall not be considered in violation of this section when providing input during a performance evaluation meeting with a teacher. **Bullying/Harassment shall be defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student that is severe or pervasive enough to create an intimidating, hostile or offensive educational environment, cause discomfort or humiliation, or unreasonably interfere with the individual's school performance or participation. School administrators should not express unnecessary complaints or criticisms concerning an employee in the presence of other employees, students, or parents.** Employee complaints under this paragraph K shall not be subject to the provisions of Article Thirty-Four but shall first be directed to the Chief School Performance & Accountability Officer. If the employee is not satisfied with the disposition of the complaint, the complaint shall be submitted to the Chief of Staff. If the employee is not satisfied with the Chief of Staff's decision, the complaint may be advanced to arbitration for the final and binding decision.

Article 6



F. BY MARCH 1, 2020 to Holly!

hcorless@btuonline.com

(New state law harms this language. Highly effective teacher stewards are first selection, then other highly effective teachers, then Stewards on the Effective level for Summer School.)

F-4. Steward Superseniority: One (1) union steward from each site as determined by the BTU shall be given superseniority. Effective the summer of 2018, assignment of union stewards to summer school positions shall be made pursuant to the provisions of Section F(3) above and will be thirty (30) percent of the total number of budgeted summer school positions. Not later than March 1st of each school year, the BTU shall provide the Superintendent with a list of the one (1) steward at each school that this section as well as Article Twenty-Five, Section D, 5 applies to. If the steward at a school leaves this position for any reason, the BTU shall immediately notify the Superintendent and provide a replacement name.



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Article 8

C. Typing/Copying Equipment

E. Submission of Grades

G. Changing Grades

Article 8



C. Typing/Copying Equipment: The Board agrees to make **available and accessible** in each school: typing equipment, copying facilities, and computer equipment with internet access to aid employees in the preparation of instructional materials. **Unreasonable restrictions shall not be placed on employees' use of equipment.**

(“Reasonable”- discuss with **Faculty Council**

Sign permission form by admin? Does not sound reasonable. Have one person use a fragile machine, might be reasonable)

Article 8



E. Submission Of Grades: All instruction employees shall not be required to submit grade reports **until two (2) hours after the beginning of the planning day following the end of the grading report except for elementary schools, where end of year grades shall be submitted two (2) days prior to the last student attendance day.**

Career and technical center employees shall submit student grades within three (3) working days prior to the end of any grading period.

No employees shall collect postage or money for postage nor to otherwise prepare student report cards for mailing to students.

Article 8



G. Changing Grades: The employee shall maintain the right and responsibility to determine grades and other evaluations of students within the policies of the district and affected State Statutes. **Any request to change a grade shall be made in writing to the employee and shall result in a conference with the employee, the principal, the Chief School Performance & Accountability Officer and a BTU representative.**



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Article 9

A. Selection of Dept. Chair

B. ESE

Article 9



A. Selection of Department Chairpersons, Grade Level Chairpersons, and Team Leaders

1. Selection Process: The bargaining unit members in each school and center shall meet not later than May 1st of each school year to recommend the name of a qualified unit member who wish to serve as department/grade chairperson or team leader. Bargaining unit members may recommend the name of a non-qualified unit member if the members of the team/department/grade level who meet all supplementary job qualifications decline the position or if no team/department/grade level members meet the minimum job qualifications. **The principal shall consider this input and will then submit his/her recommendation to the Superintendent.* The Board shall act on the Superintendent's recommendation no later than the last workday in August. The person selected shall be paid in accordance with the salary schedule for said position. (See Appendix F)

**Weak language*



Article 9

B. Release Time: Department/grade level chairpersons and team leaders will be provided release time to carry out duties contained in their supplemental job descriptions and responsibilities listed in number four (4) above.

Elementary schools will provide one (1) day of release time per month (10 months) for up to seven (7) team leaders. Middle, high, exceptional centers, adult, technical centers and community schools will provide one (1) day of release time per month (10 months) for up to eight (8) department/grade level chairpersons. ESE support facilitators, autism coaches, and **ESE teachers who have an entire class comprised of ESE students shall be provided at least two (2) days of release time.** **The ESE teachers at each work location shall schedule said days and use this time for the purpose of attending IEP meetings, writing IEP's, completing individualized planning and other appropriate curricular activities for their students. The principal shall approve the scheduling of these days.

(**Strong Language – used it!)



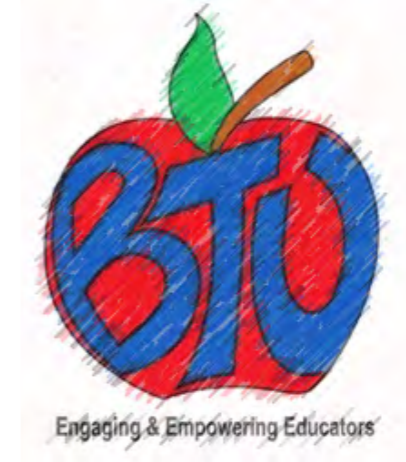
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Article 11

Student Discipline

E. Self Defense

Article 11



Get a copy of Positive Behavior Plan!

Make an electronic copy of all referrals, email to your home email (time and date stamp)

Report Child Abuse!

(Refer back to last year's presentation)

Article 11



Field Trips: Students may be denied the privilege of participating in field trips, social and/or extra-curricular activities if said student(s) have been disruptive, violate the student code of conduct or fail to conform with school rules and regulations. The teacher shall make this initial decision and inform the affected student and the principal/designee as to the reason for the denial of the privilege. If the teacher's principal overrules this decision, the employee may appeal, in writing, to his/her Chief School Performance & Accountability Officer within two (2) work days of the principal's decision.

Student Removal and Placement Review Committee: **Within the first four (4) weeks of the school year, the principal shall inform the teachers in writing about the availability,** the procedures, and the criteria for removing a student from class and the establishment of the Placement Review Committee. The Placement Review Committee shall be organized according to procedures in Florida Statute and Board Policy.

Q. Child Protected Services: Any person who knows, or who has reasonable cause to suspect child abuse, shall report it to the Child Protective Services. Relaying the information to an administrator does not relieve a mandatory reporter from making contact with Child Protective Services (FSS39.2011).



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Article 19
Professional Compensation



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Article 19

Know your pay stub!

Look at everything.

Call Payroll *754-321-2450
not the Union

Article 19



Paid Days

A Paid Day shall be defined as all days from the start date through the end date of a bargaining unit member's contract year, excluding weekends (unless they are part of the bargaining unit member's work schedule). For the majority of teachers, a work calendar is comprised of 214 paid days for the fiscal year 2007-2008.



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Article 21
Achievement
Incentive Pay



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Article 25
Reassignment & Transfer



Moved to a new position - 3 days to set up a room

Look carefully, Kinds of transfers

Steward Super Seniority, not what it was.

Voluntary Transfer window.

DISTRICT WILL NOT Allow someone to move who did not submit transfer.

Your references: Your Contract & Your Field Rep

BTU Field Staff

- Allison Clarke..... 954-900-1676 aclarke@btuonline.com
- Anna Marie Pierpont... 954-900-1678 apierpont@btuonline.com
- Cami Acceus..... 954-900-1680 cacceus@btuonline.com (out on leave)
- *Sub - Kenny Minchew* 954-900-1689 kminchew@btuonline.com
- Joshua Jamieson.... 954-900- 1681 jjamieson@btuonline.com
- Liz Shurak..... 954-900-1683 lshurak@btuonline.com
- Steve Feldman..... 954-900-1687 sfeldman@btuonline.com

Administrative Assistants

- Paula Jostad..... 954-900-1671 pjostad@btuonline.com
- Tiffany Lawson..... 954-900-1673 tlawson@btuonline.com



**Learn you
contract!**

**It gives you
power to
have
knowledge!**