

**Agreement between
the School Board of Pinellas
County, Florida and
the Pinellas Classroom
Teachers Association,
Incorporated
2008-2011**

AGREEMENT
between
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
and
THE PINELLAS CLASSROOM TEACHERS
ASSOCIATION, INCORPORATED
2008-2011
AGREEMENT

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as the Board, and the PINELLAS CLASSROOM TEACHERS ASSOCIATION, INC., hereinafter referred to as the Association, recognizing that the welfare and best interest of public education in Pinellas County, Florida, will be served by procedures which provide for an orderly method for the BOARD and the ASSOCIATION to bargain, in good faith, matters of common interest and to work toward a mutually satisfactory written Agreement on these matters, do hereby agree as follows:

ARTICLE I
GENERAL PROVISIONS

A. The Board and the Association recognize that the Board has certain powers, discretions and duties that under the laws and Constitution of the State of Florida may not be delegated, limited, or abrogated by agreement with any party. Accordingly, if any provision of this Agreement or any application of this Agreement to any teacher covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or application of this Agreement shall continue in full force and effect.

B. This Agreement shall be governed and construed according to the Constitution, laws, and regulations of the State of Florida.

C. This Agreement constitutes the official position of the Board for the term of said Agreement. The Board empowers the Superintendent to execute the terms of the Agreement. The Superintendent and the Association will carry out the commitments contained herein and give them full force and effect.

D. No change, rescission, alteration, or modification of this Agreement, in whole or in part, shall be valid unless the same is ratified by the Board and the Association and endorsed in writing herein.

E. The parties mutually agree that the terms and conditions set forth herein represent the full and complete understanding between the parties; that all negotiable items have been discussed leading to this Agreement. The parties have adopted a Collaborative Bargaining model with the mission to continuously refine a process to identify and meet the needs of educational stakeholders using a collaborative approach to attain common goals through continual quality improvement.

F. Three subcommittees, Employee Well Being and Satisfaction, Employee Education and Training and Employee Work Systems, in addition to the Bargaining Leadership Team will meet monthly for the purpose of reviewing the administration of the Agreement and to resolve problems that might arise. These meetings are not intended to bypass the grievance procedure. Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Board and the Association.

G. All the rights and privileges granted under the terms and provisions of this Agreement are for the use of all employees in the bargaining unit.

H. The provisions of this Agreement shall be incorporated by reference into each teacher's individual contract and all holders of said contract shall be made aware of the agents responsible for this Agreement.

I. The parties agree as provided for above that this Agreement constitutes the full understanding of the parties. Accordingly, in fulfillment of the provision of F.S. 447, the parties are in accord that matters affecting the status of members of this unit have been discussed and are contained herein. Should it become necessary to alter the programs and/or personnel configurations within the district, the parties mutually agree that the impact of any such changes will be discussed with the Association prior to any action being taken by the Board.

ARTICLE II OBJECTIVES

- A. To coordinate the combined efforts of all concerned toward achieving the best possible education for each student in the county to the maximum of the student's capacity.
- B. To provide a definite procedure for the bargaining of salaries, working conditions, and other conditions of employment for teachers.
- C. To commit to a written agreement to be published and distributed to all certified personnel.
- D. To improve Teacher-Administrator-Board relationships and communications within the school system.

ARTICLE III RECOGNITION

- A. The Board recognizes the Association as the exclusive bargaining agent for salaries, working conditions, and other terms and conditions of employment for teachers who are employed by the School Board of Pinellas County, Florida. The term teachers includes all full-time certified instructional personnel including but not limited to: itinerant personnel, media specialist, psychologist, classroom teacher, guidance counselor, occupational specialist, social worker, curriculum assistant, curriculum coordinator, learning disability specialist, diversified education coordinator, vocational teacher coordinator, health coordinator, secondary education coordinator, work experience teacher, adult home economics teacher, and other personnel included on the instructional personnel list who do not effectively recommend hiring and/or firing or effectuate budgetary policy (or reasonably influence budget structure).
- B. Recognition of the Association as the exclusive bargaining representative does not in any way preclude the individual right of any classroom teacher to present a request or opinion to the Board or Administration through any available channel. The Board and the Association agree that neither will discriminate for or against any teacher in any matter relevant to salary or conditions of employment because of membership or non-membership in the Association. Teachers have the right to join or refrain from joining, forming, or assisting professional organizations.

C. The Association agrees that under no circumstances will it or any of its members authorize, sanction, condone or acquiesce in, nor will any member of the bargaining unit take part in any strike or work stoppage of any kind or nature. Strikes and work stoppages shall be deemed to include, but are not limited to: slow down, sit-ins, concerted mass sickness or any curtailment of work or interference with the operation of the school district including picketing or demonstrating of any kind during school hours. The Association further agrees that it will not engage in any sanctioned activities or other types of boycott.

D. In the event of any action in violation of this provision the Association will post notices immediately at any and all schools affected, advising that such action is unlawful, in violation of this Agreement, and unauthorized by the Association. The Association shall further advise any and all teachers involved, including notification to the communications and news media, if requested by the Board, that all teachers involved shall return forthwith to their regular duties. The Association shall further be expected to take any and all other reasonable actions within its power to stop the activity. If the Association takes the foregoing steps and has not acted in violation of its obligation under the Agreement, it shall not be liable in any way for such activities.

E. The Board shall have the right to discipline, including discharge, any teacher for taking part in any violation of this provision. In addition, any teacher or teachers violating this provision may be held liable by the Board for any and all damages, injuries and costs incurred. Prior to the taking of disciplinary or other action enumerated herein, the Board shall notify the Association of its intentions and may also consult with the Association in connection therewith. It is expected that the Association will act to discipline its members pursuant to disciplinary procedures within the Association's constitution and/or bylaws. In the event that the Association does not adhere to, or abide by this provision, it shall be liable for any and all damages, injuries and costs incurred by the Board.

ARTICLE IV BARGAINING PROCEDURES

A. The Collaborative Bargaining Team's mission to continually refine a process to identify and meet the needs of educational stakeholders using a

collaborative approach to attain common goals through continual improvement provides the foundation and direction by which the sub committees function. The Bargaining Leadership Team manages the bargaining process by clarifying expectations, coordinating recommendations, and ensuring the availability and utilization of information systems. Dates of bargaining sessions shall be established so as to expeditiously promote the achievement of agreement. Both parties shall endeavor to minimize the possibility of impasse. The Board agrees that, acting in good faith, it will not attempt to control the bargaining process through the premature adoption of a budget. Nevertheless, the parties understand that bargaining should not restrict the Board from its statutory obligation to prepare and submit a budget.

B. Designated representatives of the Board and the Association agree to meet at a time and place which is acceptable to both negotiation teams. Each party agrees to certify its representatives to the other and to authorize said representatives to reach agreement subject to ratification.

C. The parties to collective bargaining may call upon consultants to assist in preparing for bargaining and to advise them during conference sessions. The Executive Director of the Association and the Superintendent of Schools may attend at any time.

D. During the bargaining process, either party may, with advance notice, request and receive from the other party information directly pertinent to matters under consideration.

E. When consensus is reached covering the areas submitted to negotiations, the proposed agreement shall be reduced to writing and submitted to the Board and the teachers for ratification. Until ratification by both parties has been accomplished, the Agreement shall have no power or effect.

F. Until agreement on all issues under consideration is reached, neither party shall be bound by tentative agreements on certain articles of the total package.

G. If either party refuses to ratify the Agreement reached by the negotiation teams, the rejecting party shall state in writing to the other party the reasons for rejection. Said notification of the failure to ratify shall result in the resumption of negotiations within seven calendar days. When both parties approve the negotiated Agreement, upon receipt of official action by the teachers, the Board at the next official meeting will take action to adopt the Agreement.

H. The parties agree to negotiate in good faith to reach agreements which are in the best interest of education.

I. In the event that impasse is declared by either side, said impasse shall be resolved according to the rules of the Public Employees Relations Commission.

J. Negotiations shall be conducted at a time acceptable to the parties. Should such time conflict with the normal school day, representatives of the Association shall be granted temporary duty elsewhere leave.

K. All bargaining shall be conducted according to the rules of the Public Employees Relations Commission, in a manner which assures the implementation of Article I, Section 6 of the Constitution of the State of Florida.

L. Should negotiations be completed after the start of a fiscal year, benefits agreed to under the terms of the settlement shall apply for the entire fiscal year unless expressly agreed to by the parties. In order for an employee to be eligible for retroactive salary/benefits, the employee must be on active pay status at the time this Agreement is ratified by both parties.

ARTICLE V MANAGEMENT RIGHTS

Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools and the direction of employees are vested exclusively in the Board.

ARTICLE VI DURATION

This Agreement shall become effective on the first day of July, 2008, and shall continue in full force and effect until the 30th day of June, 2011, with the following exceptions:

A. The Agreement shall be amended at any time during its term by mutual consent and ratification of parties as provided in Article IV of this Agreement.

B. Either party desiring to submit proposals for bargaining shall so notify the other party in writing during the calendar year in which the proposals are

intended to become effective. Upon tender and receipt of such notification, representatives of the parties shall meet for bargaining as provided in Article IV of this Agreement.

C. Either party desiring renewal of this Agreement may do so by giving written notification to the other party at any time not less than sixty (60) calendar days in advance of this termination date. A notification given under this provision must include a complete statement of the reason or reasons upon which the renewal is based.

D. The parties agree that the economic provisions of this agreement (including Article XXXIX "Teaching Hours and Teaching Loads") were bargained under extreme financial conditions and severe district revenue shortfalls. Therefore, the parties agree to continuously monitor the district budget and at the earliest possible time to reopen negotiations on salaries, economic benefits, and teaching hours and loads, with the joint goal of restoring any lost step increments as soon as it becomes financially feasible.

ARTICLE VII GRIEVANCE PROCEDURE

Section A. DEFINITIONS:

1. A "grievance" is a complaint by a teacher or group of teachers based on an alleged violation, misinterpretation, or inequitable application of the provisions of this Agreement.
2. The "aggrieved" is a person or group of persons making the complaint. It will be used synonymously with the term "grievant."
3. A "party in interest" is the person or persons making the complaint and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
4. The term "days" when used in this article shall, except where otherwise indicated, mean working school days.
5. "Association" shall mean the Pinellas Classroom Teachers Association.
6. "Board" shall mean the School Board of Pinellas County, Florida.

Section B. PURPOSES:

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems or grievances which may from time to time arise.
2. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
3. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration or with any appropriate representative of the Association at any time.

Section C. TIME LIMITS:

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at any level should be considered as a maximum, and every effort should be made to expedite the process. In order for a grievance to come within the scope of the grievance procedure outlined herein, it must be filed within thirty (30) working days of the day of the event giving rise to the grievance unless an extension is mutually agreed upon in writing. The deadline for filing a grievance shall be automatically extended if the incident that gave rise to the grievance was predicated upon a district level decision which was not made known to the grievant until after the thirty day time limit had expired.
2. In the event that a grievance is filed on or after April 15, the time limits set forth herein should be reduced so that the grievance procedure may be exhausted prior to the end of the school term.

Section D. PROCEDURES:

The parties agree that it is most desirable for an employee and the immediate supervisor to whom the employee is responsible to discuss the matter informally in an effort to resolve the problem. An Association representative may be requested to assist in efforts to resolve the problem informally with the principal or appropriate supervisor. The Association will provide an opportunity for a meeting with the grievant to discuss the merits of the case within five (5) days after receiving notice of the grievance. Should informal procedures fail to satisfy the aggrieved person, then the grievance shall be formally processed as follows:

LEVEL 1. The grievant, with the assistance of the Association, shall create a written grievance and present it to the grievant's immediate supervisor who will arrange for a meeting within five (5) days after receipt of the grievance. Under no circumstances will a grievance be accepted at this level which is not timely filed pursuant to Section C. 1. of this article. The grievant, an Association Representative, and the supervisor to whom the teacher is responsible shall be present for the meeting. The supervisor must provide the Association and the grievant a written answer on the grievance within three (3) days from the date of said meeting.

LEVEL 2. If the Association is not satisfied with the disposition of the grievance at Level 1, it shall notify the office of Human Resources within five (5) days of receipt of the level 1 response and expeditiously schedule a Level 2 hearing at a date and time mutually acceptable to the Board and the Association. Under no circumstances will a grievance be accepted at this level which is not timely filed pursuant to this section.

LEVEL 3. If the Association is not satisfied with the disposition of the grievance at Level 2, or if the time limit for a response at Level 2 has expired without the issuance of the Superintendent's written answer, the grievance may be filed within ninety (90) days for final and binding arbitration according to the rules of the American Arbitration Association. Under no circumstances will a grievance be accepted at this level which is not timely filed pursuant to this section.

The above time limits may be extended by mutual consent of the parties to facilitate resolution or due to extenuating circumstances.

Section E. COSTS:

1. Should either party request a transcript of the proceedings at Level 3, then the party shall bear the full costs of the transcript. If each party requests a transcript, the cost of the two transcripts will be divided equally between the parties.
2. Grievance arbitration expense shall be borne equally by the parties.
3. Each party shall bear the full cost of its representation at all levels of the grievance procedure.

Section F. MISCELLANEOUS:

1. The parties will cooperate in the investigation of any grievance and provide all pertinent information as may be requested for the processing of any grievance.
2. No reprisals of any kind shall be taken against any party in interest participating in the grievance procedure.
3. Decisions rendered at each level of the formal procedure shall be in writing and shall set forth the reasons therefor.
4. No records dealing with the processing of any grievance shall be placed in the personnel files of the individual teachers.
5. No teacher shall be required to discuss a grievance if an Association representative is not present.
6. Forms and other necessary documents for filing and processing grievances shall be jointly developed by the Board and the Association. Said forms shall provide for naming the specific Board policy or Agreement provision which is alleged to have been violated. Forms will be made available to teachers by both parties.
7. In order to prevent the filing of a multiplicity of grievances on the same question of interpretation or compliance and/or where the grievance covers a question common to a number of teachers, it shall be processed as a single grievance. Any group grievance shall set forth thereon the names of the persons of the group and the title and specific assignments of the people covered by the group grievance.
8. Grievances arising at a level other than the building level shall be processed in the same manner as building grievances except that the grievance will be initiated with the appropriate county administrator rather than with the principal.
9. The Association reserves the right to initiate grievances on behalf of groups or individuals without direct consent.
10. As provided for by law, the Association reserves the right to exclusive management of the grievance procedure. The Association shall determine the extent of its involvement in all grievances initiated by members of the unit.

ARTICLE VIII LEAVES OF ABSENCE

DEFINITION: A leave is permission for an employee to be absent from his/her duties for a specified time, and includes the right and responsibility to return to work at the end of this time.

Section A. SHORT TERM LEAVES (30 days or less)

1. Sick Leave: All employees will be given one (1) day of sick leave per month worked. A month of service for this purpose shall be defined as employment in a paid status for eleven (11) or more days during the same month. Sick days will be allowed to accumulate without limit. All unused sick leave earned previously in Pinellas County will be credited to the employee upon return.

a. Accumulation of Sick Leave: Each full-time employee shall be entitled to four (4) days of sick leave as of the first day of employment of each school year, and shall, thereafter, earn one (1) day of sick leave for each month of employment, for a total of ten (10) sick days per current year for ten (10) month contract, eleven (11) for eleven (11) month contract, twelve (12) for 235 day employees, which shall be credited to the employee at the end of that month, and which shall not be used prior to the time it is earned and credited to the employee. Should an employee terminate or otherwise enter an unpaid leave status, upon termination or leave, the employee shall be entitled to payment only for one (1) day times the number of months actually worked in the school year in computing final compensation. Returning employees shall suffer no loss under the provisions of this subsection. Accumulated sick leave may be transferred from another Florida county upon request of the employee. The employee can only receive credit for transferred leave at the rate of one (1) day per day earned in Pinellas County.

b. Any employee who finds it necessary to be absent from his/her position because of illness shall notify his/her immediate supervisor, if possible, before the opening of the day's work of his/her absence.

c. The Board provides workers' compensation insurance for all employees. Payment for sick leave salary by the Board and the payment for compensation under workers' compensation insurance provided by the Board shall not be made to result in double payment for any period of service or disability.

d. Teachers who are unable to perform their duties because of illness or death in the teacher's immediate family shall be provided with sick leave. Immediate family shall include the father, mother, sister, brother, husband, wife, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, nephew, niece, aunt, uncle, foster children, step-parents, step-children, grandparents, grandchildren, or a member of his/her own household.

e. Returning teachers, who because of illness or accident are unable to report for duty at the beginning of the school year, may utilize eligible accumulated sick leave.

f. District employees should utilize the benefits afforded under the family medical leave act in conjunction with the benefits above.

g. Use of Sick Leave by Family Members: Under the following guidelines district employees may authorize their spouse, child, parent or sibling who is also a district employee, to use sick leave that has accrued to the authorizing employee.

1. The recipient must have used all of his/her personal accumulation of sick leave (and vacation leave, if applicable).

2. Maximum transfer for any one (1) illness, injury or complications arising thereof, shall be thirty (30) days per school year.

3. Days used may not result in double compensation when combined with other benefits such as workers compensation or tort damage awards.

4. The recipient and the donor must complete the appropriate form from the human resources office.

5. The human resources administrator approving the form may require documentation of the recipient's relationship to the authorizing employee.

2. Personal Leave: Teachers shall be provided four (4) days of personal leave each year which shall be charged against accrued sick leave and which shall be governed by the provisions of this subsection. All such leaves shall be requested two (2) days in advance, unless an emergency condition prevails.

a. Personal leave shall not be cumulative from year to year, and should be used for personal business arising from extenuating circumstances.

b. Personal leave will be subject to the following restrictions:

- (1) Such leaves shall be for a period not less than one-half (1/2) of the assigned teacher work day.
- (2) Principals/supervisors shall have the right to request reasons for personal leave and to deny such leave when personal leave is being requested on an inservice/staff development day or pre- and post-holidays.

3. Military Leave: Military leave with pay may be granted an employee when the request is supported by a copy of the military orders, up to seventeen (17) days per school year to perform military service. Such leave is not charged as vacation. It shall be established that the period selected is not at the convenience of the employee but a military necessity, if it falls within the school year. An employee called to active military service shall receive full pay for the first thirty (30) days of military leave, and the remainder of such leave shall be without pay. After two years of leave, the employee must apply for reemployment within one year after date of discharge, and the school system shall have six months after application in which to reassign the employee. An employee shall not suffer loss of pay and benefits if called to active military service during periods of national emergency or wartime service that extend beyond the thirty day limit and the following provisions will apply:

(a) If the employee's combined military salary and benefits is less than that received while working for the School Board, the Board will pay the difference in this amount in an effort to make whole any employee who must forfeit some portion of his or her salary and benefits as a School Board employee during service in the United States military.

(b) This "hold harmless" provision shall apply only during the specified period of time during which the employee is scheduled to work for the Board but required to serve on active duty as defined by his or her official military orders.

4. Association Leave: The Association may, at its discretion, request leave for teachers to promote Association business. The Association agrees to reimburse the Board the full daily rate of pay for teachers assigned as substitutes for NEA delegates during summer school.

5. Court: Any regular employee of the school system when called for jury duty or subpoenaed as a witness, shall be given temporary duty elsewhere and shall receive his/her full salary.

6. Pre- and Post- School Leave: Professional leave with pay for employees shall be granted during pre- and post-school periods for attendance at summer sessions at colleges and universities. Reasonable travel time shall also be allowed if such leaves do not interfere with the applicants teaching duty. No leave of absence shall be granted for both pre- and post-school periods during the same summer, except leave may be granted where applicants may need to attend two (2) sessions of school to complete work for a degree. Professional leave for pre-school will not be granted teachers new to Pinellas County. Such leave is limited to a maximum of ten (10) days. Employees will be expected to furnish the Personnel Department with evidence that the leave was used for the stated purpose.

7. The parties agree to maintain a sick leave bank into which teachers may place days and withdraw same in the event of catastrophic illness. Guidelines pertaining thereto shall be established by the parties.

Section B. - LONG TERM LEAVES (in excess of 30 days)

1. Professional Leave: Regularly appointed teachers in the Pinellas County School System shall be granted, upon request, leaves up to one (1) year, one (1) semester, or the balance of a year or semester, without pay for professional study, approved travel, or research, etc. Professional study for college course work shall require enrollment for a minimum of nine (9) semester hours for each semester of leave granted or verification by the university of full-time enrollment each semester. Such leaves may be extended for one (1) year or one (1) semester without pay. Upon returning after the first year, a teacher will enter service at the increment level that he/she would have obtained at the end of one (1) year's leave and shall be allowed the same or similar position. In order that credit be given for one (1) year increment on the salary schedule, the teacher shall furnish evidence that the purposes of the leave were adhered to for a period of at least one-half (1/2) of the year of said leave. Prior to granting the leave, experience credit shall be determined if the Board affirms that the leave will be beneficial to accomplishing the district's objectives. In order to be eligible for professional leave, a teacher shall have worked not less than three (3) continuous years in Pinellas County schools, received a

satisfactory evaluation during the second year, and have been recommended for professional service contract.

2. Maternity Leave: Any full-time member of the instructional staff may be granted maternity leave for a period not to exceed two (2) years unless the second year of maternity leave results in a total of three (3) or more long term leaves in a five (5) year period. Such leave will commence on the date specified by the employee and her physician and all benefits will expire upon notification by the doctor that the employee is physically capable of performing her duties. Upon return, at the end of one year, the teacher shall be reassigned to the same school position. At the conclusion of two (2) years, the teacher may be reassigned to a similar position in the district. All assignments shall be contingent upon available position vacancies at the time of return.

a. No teacher shall lose contractual status as a result of maternity leave.

b. In special circumstances, the teacher may request a return to duty with the attending physician's written approval. Such request may be granted when a similar teaching position becomes available.

3. Extended Personal Leave: Unpaid leave not to exceed one (1) year shall be granted for adoption, child care, and long-term sick leave. Personal leave for other reasons shall be at the discretion of the Board. Upon return, the teacher shall be assigned to the same or similar position. Such leave may be renewed. Subsequent to ten (10) years of continuous Pinellas County service, a teacher may be granted a personal leave for any reason. Such leave may not exceed one (1) year.

4. Sabbatical Leave: The parties to this Agreement agree to establish a limited number of sabbatical leaves at half salary. Provisions for such leaves shall be based upon sufficient fiscal resources within the district and the demand for teachers in the areas identified. Eligibility for sabbatical leave shall require a minimum of ten (10) years of Pinellas County service and, upon completion of the sabbatical, the employee must commit to return to the district for a minimum of two (2) consecutive years of service. In extraordinary circumstances and when deemed in the best interest of the school system, upon mutual agreement, the parties may waive the ten (10) year limitation.

5. **Political Leave:** A teacher has the right to become a candidate for public office and to serve in such elective office unless there is a specific legal prohibition. Upon request, regularly appointed teachers shall be granted a leave of absence without pay in order to serve in public office. Upon return from such leave, a teacher shall be given full increment on the salary schedule and shall be assigned the same or similar position. Full-time elected officials shall be given a maximum of one (1) year's credit on the salary schedule.
6. **Illness/Injury in Line of Duty Leave:** Any member of the instructional staff who must be absent from duty because of personal injury received in the discharge of duties or because of illness certified by a physician from contagious disease contracted in school work shall be entitled to illness in line of duty leave. Such leave shall be authorized for a period not to exceed ten (10) days and shall be applicable only to the year during which the accident or illness occurred. Any extension beyond this amount shall require action from the Board.
7. **Association Leave:** The Board agrees that no more than one (1) teacher designated by the Association will, upon request, be granted a leave of absence for not more than one (1) year per request without pay, for the purpose of engaging in Association activities. Upon return from such leave, a teacher will be given full increment on the salary schedule and shall be assigned the same position.
8. **The President of the Association shall be granted temporary duty different from his/her regular duties and place of employment for the purpose of performing other educational services and attending professional meetings. Such duties shall be considered equal to the regular duties of the individual performing such assigned temporary duties and said individual shall not be considered to be on leave, but, rather, a continued employee of the Board. The Association shall reimburse the Board for incurred costs.**
9. **Peace Corp, VISTA, Exchange Teachers, and Department of Defense Dependent Schools:** A leave of absence without pay for not more than one (1) year per request may be granted to any teacher who joins the Peace Corps or serves as a VISTA volunteer or serves as an exchange teacher, provided that such programs are instructionally related and the teacher is a full-time participant in any such program. Upon return from such leave, a teacher shall be given a full increment on the salary schedule at the point he/she would

have attained at the time of return from the leave and receive the same position or a substantially equivalent position.

Section C. MISCELLANEOUS LEAVE PROVISIONS:

1. Temporary Duty Elsewhere Leave: An employee rendering service in the performance of his/her contractual duties is not considered on professional leave even though he/she is away from his/her usually assigned classroom or office (e.g., a sponsor of the Student Council attending a Student Council convention). In such cases, the employee is performing his/her assigned duty and is not on regular duties and places of employment for the purpose of performing educational services through action initiated by the Board. Employees on temporary duty receive their regular pay and may be allowed expenses as provided by the Board.
2. Contract status shall not be forfeited in case of leave, provided the contractual status is not changed and the certificate is kept valid.
3. The period for which leave is granted shall count as regular service for the purpose of retirement if contributions to the retirement fund are continued by the individual, provided the requirements of the retirement system are met.
4. An employee who is absent without permission or fails to return at the end of the leave may be dismissed. Leaves must be officially granted in advance and cannot be granted retroactively. Leaves made necessary by sudden emergencies will be considered as granted in advance if the employee makes a prompt report concerning his/her leave of absence to his/her principal or other appropriate supervisor.
5. A request for leave must clearly state the reason for absence.
6. With the exception of maternity leave, no employee shall be granted more than two (2) long term leaves in a five (5) year period, unless approved by the Board. If delivery of the child occurs during the summer vacation period, one additional year of leave may be granted.
7. Teachers who are granted a long-term leave of absence from Pinellas County schools may not receive full-time compensation from any other employer during the period authorized unless approved by the Board. To do so shall release the Board from any obligations specified in this Agreement.

ARTICLE IX ASSOCIATION RIGHTS

A. Faculty members may hold Association meetings, on prior notification to the principal, which are closed to non-members, providing that such meetings shall not interfere with the normal student day. Meetings may not interfere with regularly assigned duties. When such meetings have been scheduled, conflicting meetings shall not be scheduled.

B. The use of designated areas for such meetings shall be arranged with the principal in advance. All requests for building use shall conform to Board rules and regulations provided, however, that there shall be no cost to the Association for such meetings so long as no overtime custodial cost is involved.

C. A copy of the official Board agenda and folder material shall be provided to the Association prior to each regular Board meeting. Copies of the official minutes of each regular Board meeting will be provided to the Association upon approval of the minutes of the Board.

Table space, where available, will be provided at all Board meetings for two (2) Association representatives.

D. Upon prior notification, the officers and staff of the Association or their designees shall be free to visit in any work location provided that they do not interfere with actual student instruction.

E. The Association shall be provided ample bulletin board space in each work location for the posting of Association information, notices and material. To the extent provided by law, the Association shall have the right to use the in-school mail system (pony) and school mail boxes.

F. Association members in each building shall have the exclusive right to elect their Faculty Representatives according to the Constitution and Bylaws of the Association. Where there is no Faculty Representative, the Association President shall either appoint one or shall act as Representative for that faculty until such time as an official representative is elected. Announcements of Association building meetings may be made by the Faculty Representative over the school communication system before the arrival or after the dismissal of the students. Announcement of time, place, and date of meetings may be made during regularly scheduled announcements. The Faculty Representative shall act as the official representative of the Association in the building.

Principals and Faculty Representatives shall maintain regular communication in the schools on professional matters. In double session schools, Association building meetings may be held at reasonable times so long as classroom activity is not interrupted, even though students are present. In addition, Faculty Representatives will be allowed to attend once a month 4:45 p.m. Council meetings. Faculty Representatives' classes shall be covered at such times by substitutes, either volunteer or paid for by the Association.

G. The above privileges are for the exclusive use of the Association and may not be granted to any other employee organization which represents or purports to represent members of the bargaining unit.

ARTICLE X CLASS SANCTITY

A. Except for an emergency, a teacher will not be disturbed in class, whether by visitors or communications, unless advance notification is given the teacher. The administration shall cooperate with teachers in screening visitors wishing to visit classrooms within their building. Administrative supervisory personnel may visit the classroom for professional purposes provided such visits are not so frequent as to disturb the learning environment.

B. Except for emergencies, all intercom announcements shall be made during homerooms or a specially designated period and at such other times as will not interrupt classroom instruction. Scheduled events (e.g., school pictures, hearing tests, etc.) are not considered emergencies. Emergency circumstances dictate immediate action.

C. Individual announcements shall be placed in teachers' mailboxes or presented before the instructional period begins. If an announcement affects more than one (1) person, the announcement should be given in writing to those concerned instead of orally passing this information.

D. Students should not be called from class except in an emergency or as scheduled for certain school activities as approved by the principal. These special interruptions of class instruction should be scheduled and kept to a minimum.

E. Faculty check lists, material lists, message deliveries, and routine announcements should be limited to the school bulletin, to homeroom periods, to faculty meetings, to bulletin boards, or outside the instructional day.

**ARTICLE XI
ACADEMIC AND PERSONAL FREEDOM**

A. The value of individuality, the right of dissent, majority rule and minority rights are all inherent in a democratic society and should be fostered by professional educators.

B. Both parties agree that no legitimate issue of controversy in our society should be excluded from the classroom. However, all sides of controversial issues must be presented.

C. No employee shall on the basis of race, color, creed or religion, sex, legal marital status, national origin, age, disability, sexual orientation or any other basis prohibited by law be excluded from participation, be denied the benefits of or be subjected to discrimination/harassment under any educational program, activity, service or in any employment conditions, policies or practices conducted by the Pinellas County School Board.

**ARTICLE XII
TEACHER ASSAULT PROTECTION**

A. Teachers will immediately report to the school principal in writing all cases of assault/battery suffered by them in connection with their employment.

B. This report will be forwarded to the Superintendent who will apprise the principal who shall notify the teacher as situations develop if said situations affect the teacher.

C. If a pupil is found guilty of assaulting or battering a teacher and no teacher negligence is proven, any damages, injuries, or material loss suffered by the teacher shall be fairly compensated for by the Board. Claims for psychological damages as a result of such incidents shall not be compensable and are not covered by this provision.

D. All disciplinary actions regarding assaults/batteries upon teachers shall be administered in compliance with the adopted code of student conduct. Unless otherwise prohibited by law, if a pupil is found guilty of assaulting or battering a teacher, said student will be expelled.

E. If a teacher is sued in tort for accidents which occurred while the teacher was on active duty supervising students, the Board will provide for legal counsel for the teacher.

ARTICLE XIII STUDENT DISCIPLINE

A. Disciplinary control of students' conduct in the classroom is the teacher's responsibility. Upon referral by the teacher, extreme behavioral problems are the principal's responsibility for appropriate disciplinary actions.

B. In cases of persistent disciplinary problems, corrective action shall include counseling and interviews with both the student and parents. Where any teacher has found it necessary to send a student to the office, such student shall not immediately be returned to the classroom but shall instead be excluded from the classroom for a reasonable length of time.

C. After reasonable attempts have been made to modify pupil behavior by the teacher and specialists and whenever it appears to the classroom teacher and/or counselor, and in conjunction with the principal, that a pupil or pupils require the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, reasonable steps shall be taken to relieve the teacher of responsibilities with respect to such pupil.

D. Removal of disruptive students shall be consistent with the District Code of Student Conduct.

E. Consistent with Florida law, discipline is the responsibility of all personnel in the school.

F. A teacher may use such reasonable physical restraint as is necessary to protect the teacher from disruptive pupils, to protect other pupils from disruptive pupils, and to maintain general control and to keep good order in the classroom and in other places where the teacher is assigned to be in charge of pupils. No teacher shall be required to inflict corporal punishment.

G. The parties agree to the ongoing codification and enforcement of standards of student conduct.

ARTICLE XIV PROFESSIONAL EDUCATION/TRAINING

A. Provisions for all professional education activities shall be consistent with guidelines and procedures established by the Professional Development Department and its Advisory Committee.

B. Professional development activities shall be developed cooperatively between the faculty and the administration and shall be evaluated on a regular basis.

C. The Association shall be actively involved in the selection of teacher appointees to committees that directly impact the professional education of teachers.

D. The parties affirm that professional development activities should involve educators being given the choice to attend activities that are relevant to the delivery of instruction. Therefore, educators shall be provided greater choice in the selection of training opportunities except under the following conditions:

1. Where the administration has identified a deficiency that would require training for remediation.

2. Where the training is required to effectively implement curriculum or instructional strategies as determined by the Required Training Process Team.

3. Where the training is mandated by district, state or federal program requirements.

ARTICLE XV CURRICULUM AND INSTRUCTIONAL IMPROVEMENT

Section A. INVOLVEMENT

1. The Board and the Association agree that teachers shall participate regularly in curriculum development, individually and in committee.

2. The Board agrees to Association involvement in curriculum.

3. All programs shall be evaluated periodically by the administration and teachers and discussed with the Board. The Board agrees that it shall seek opinions of teachers using these programs before the continuance of said programs.

Section B. INNOVATION

1. The Board and the Association agree that innovative programs may be relevant to the learning process and that adequate financing is a prerequisite to the development of such programs.

2. The parties also agree that innovative programs shall be thoroughly investigated as to their potential for the improvement of instruction before district funds are committed and programs implemented.

3. Faculties that desire to investigate innovative programs should be allowed to volunteer their efforts. Teachers who wish to participate in pilot programs should contact their principal.

4. Should a school adopt an innovative program, teachers who desire to keep their former status in the same school may so request or shall be allowed to transfer.

5. The parties will investigate alternative ways to deliver training (e.g. distance learning).

Section C. DEVELOPMENT AND IMPLEMENTATION

1. The Board and the Association agree that the professional staff is and should continue to be a major source of development and innovations in improving the educational programs carried on in the schools. The parties agree further that it is important for the professional staff to participate in the overall coordination of studies, projects, and other activities directed toward the development, improvement, and implementation of such programs, toward the evaluation of existing programs, toward the devising, testing and introduction of new programs, and toward research in pertinent and educationally related areas. The parties recognize that there are other institutional and community resources capable of great contributions toward these ends and that the utilization of such resources should be coordinated with the efforts of the school administration and professional staff.

2. Any major innovative program/experiment shall be in effect for a reasonable period of time before being expanded to other schools. During the experimental period, teachers who might be affected at some future date shall observe the program.

3. Prior to the application of new programs, a document shall be developed which will detail the responsibilities of the staff and the administration. The document will include, but will not necessarily be limited to, the following: staffing, supporting assistance, materials, and evaluation.

Section D. The Board and the Association agree that all members of the professional staff are partners in the educational process. The parties shall encourage schools to develop programs that provide means to meet the

district's goals and objectives through a site-based decision-making model. The Board and the Association agree to provide resources necessary to help schools who wish to participate in this process.

Section E. The parties agree that individual faculties shall be given greater flexibility to develop innovative programs to meet the common goals of the Association and the Board. The parties agree that local school professional staffs will be empowered to identify ways of improving the educational process and to determine alterations to this agreement necessary to implement those improvements. Any adjustments must be approved by the school administration, a vote of 75% of the faculty, and be endorsed by the parties. All such proposals shall be submitted in writing to the parties for consideration. Access to the grievance process is not affected by participation in a site-based school restructuring project. When specific contract waivers are determined pursuant to this article, individual faculty members would not have access to the grievance procedure on matters related to the waivers.

ARTICLE XVI PROFESSIONAL RESPONSIBILITY

A. Both parties agree that an effective school system requires mutual understanding and cooperation. Accordingly, the parties agree that they will mutually develop and implement programs and activities for the improvement of instruction. The parties agree that teachers will serve on committees and in such other capacities to further the common goals of the parties.

B. Teachers shall develop with the principal annually a plan for the improvement in the quality of some aspect of student learning. A report of completion of the plan, including subjective and objective evaluation, must be submitted annually. It is understood that this is a cooperative effort. The program shall not be part of the teacher evaluation process.

C. The parties agree that special circumstances occasionally dictate that teachers will provide additional time for students made necessary by factors beyond the control of the teacher. Under such circumstances such time will be determined cooperatively by the teacher and the principal provided that the time expended will not unduly interfere with normal preparation for related class work.

D. Each teacher is to be treated in a professional manner at all times.

E. Teachers are to treat other employees of the system in a professional manner at all times.

ARTICLE XVII VOLUNTARY TRANSFER

Section A. DEFINITION

A voluntary transfer is a teacher request for a change in teaching position from one school to another.

Section B. PROCEDURES

1. The voluntary transfer process shall be consistent with the Request for Voluntary Transfer application form and the corresponding timeline.

2. Annually, the details of this process: specific guidelines and timeline are reviewed and agreed upon through collaborative bargaining.

3. Transfers may be considered outside the negotiated guidelines for promotional opportunities, to accept a higher paying position, or if in the best interest of the District. A qualified replacement must be obtained before a transfer can become effectuated.

4. The voluntary transfer process may be suspended by mutual consent of the parties in order to address reduction in force issues or other changes in the financial status of the district.

5. The Board reserves the right to adjust the composition of the staff when it becomes necessary to comply with legislative requirements and this shall take precedence over the negotiated process of teacher transfer and placement.

6. In the event of opening a new school, the Board may establish reasonable limits on transfers approved from any school.

7. It is understood that all transfers shall be made in the best interests of the teacher and the system. It is understood that each position shall be filled by the best qualified applicant. When, in the opinion of the Personnel Department, the best qualified applicant is not the senior applicant, sufficient cause shall be given.

8. Positions which are filled at the conclusion of the school year by long-term substitutes or second semester contract teachers in non-protected assignments shall be vacated for use in the voluntary and involuntary transfer process. If such positions are not filled by transfer, the Board shall select the best qualified applicant from outside the system.

ARTICLE XVIII INVOLUNTARY TRANSFERS

Section A. DEFINITION

An involuntary transfer is a transfer instituted by the Administration.

Section B. PROCEDURES

1. Involuntary transfers will be made in the best interests of the school system.

2. Under no circumstances shall a teacher be involuntarily transferred for discriminatory or capricious reasons.

3. The convenience, wishes, and years of service of the individual teacher shall be considered to the extent that these considerations do not conflict with the instructional requirements and best interest of the school system and the pupils.

4. A teacher in a regular program shall not be transferred into a federal or state program without the teacher's consent.

5. The Board and the Association shall establish guidelines for the process of involuntary transfers which shall recognize the seniority of teachers and which shall provide for:

- a. the identification and protection of essential ongoing supplementary responsibilities; and
- b. the protection of critical curricular responsibilities.

6. Racial composition of the staff shall take precedence over seniority in the involuntary transfer process.

7. Involuntarily transferred teachers shall be recalled consistent with procedures developed by the parties and under no circumstances shall transfers be effectuated during the school year unless it can be shown that such transfers can be made without disrupting the educational process.

ARTICLE XIX SENIORITY

Seniority shall accrue on the basis of one (1) year for each year of continuous service in the district. Leaves shall not constitute an interruption of service but shall not be counted as a year of service. In the event of equal seniority, the date of official notification shall be the date. In the event of simultaneous

notification, disputes shall be resolved by lot. Interruptions of service less than thirty (30) calendar days shall not constitute a break in service if the interruption was caused by a temporary reduction in force or delays in receipt of test scores for the FTCE.

**ARTICLE XX
TERMINAL PAY**

A. Terminal pay shall be granted to an employee at retirement or to his/her beneficiary if service is terminated by death. "Retirement" shall mean eligibility for retirement benefits under the Florida Retirement System (FRS), the Teachers Retirement System (TRS), or the State and County Officers and Employees Retirement System (SCOERS) at normal retirement or disability retirement as provided by law. Evidence of service retirement shall be determined by a signed copy of the "Application for Service Retirement." Evidence of disability retirement shall be determined by a statement of disability from the retirement office. Payment for such terminal pay benefits shall be as follows:

1. Retirement: Subsequent to six (6) years of service in Pinellas County School System, the employee shall receive payment for unused accrued sick leave under the following formula:

Subsequent to six (6) years	40%
Subsequent to ten (10) years	65%
Subsequent to fifteen (15) years	70%
Subsequent to twenty (20) years	80%
Subsequent to twenty-five (25) years	90%
Subsequent to thirty (30) years	100%

2. Termination by death: The employee's beneficiary shall receive payment based upon the following formula:

a. During the first three (3) years of service, the daily rate of pay shall be multiplied by thirty-five percent (35%) times the number of accumulated sick leave days.

b. During the next three (3) years of service, the daily rate of pay shall be multiplied by forty percent (40%) times the number of accumulated sick leave days.

c. During the next three (3) years of service, the daily rate of pay shall be multiplied by forty-five percent (45%) times the number of accumulated sick leave days.

d. During and after the tenth year of service, the daily rate of pay shall be multiplied by fifty percent (50%) times the number of accumulated sick leave days.

e. Subsequent to thirteen (13) years of service, the daily rate of pay shall be computed using the percentages applicable if the employee had retired.

B. Terminal pay benefits shall be payable within three (3) weeks of the last work day of employment indicated in the official Board agenda book authorizing the employee's termination. Earlier payment may be authorized by mutual consent of the parties.

ARTICLE XXI TEACHER ASSIGNMENTS

A. Teachers shall be given a reasonable opportunity to participate in the formulation of the master schedule for their schools, particularly that part of the master schedule that pertains to them and their schedule or class assignment. The schedule for the following year shall be formulated as soon as possible and shall not be altered except in the case of circumstances that did not exist or were not apparent at the time the schedule was created. Each principal shall submit said schedule to administration and copies shall be made available to the Association. Each member of the instructional staff shall have access to the master schedule.

B. If conditions arise which necessitate changes, teachers affected shall be notified as soon as possible. Present members of the teacher staff who have applied in writing and are qualified shall be given first consideration in any such reassignments. Principals who are aware of significant staff changes shall notify affected teachers prior to the close of the transfer period if possible. When such circumstances requiring change(s) to the master schedule occur or become apparent after the close of the school year, principals shall make reasonable attempts to contact department chairs/team leaders to solicit their input in adjusting the schedule to accommodate those changes in the best interest of the students.

C. Except in limited circumstances, teachers shall be assigned to teach only in the grades and subject fields for which they are qualified, as well as in accordance with the regulations of the State Board of Education.

D. A teacher with appropriate qualifications will be given an opportunity to work with classes of varying grades and achievement levels.

E. The Board recognizes the value of a counseling program within the total school program. The Board agrees that it will establish policies jointly with the counselors that provide an opportunity for the full utilization of counseling resources.

F. The Board and the Association agree that physical education specialists are a necessity in the total elementary school program. A physical education specialist is a requirement in order to develop skills and positive growth at the elementary school level. Physical education specialists shall be provided within the existing physical education program.

G. No teacher assistant, paraprofessional, or other non-member of this unit shall be permanently assigned to position normally occupied by a member of this unit.

H. Every effort shall be made to place teachers who are on temporary assignment and doing satisfactory work.

I. In rare instances and when approved by the Association, teachers may be assigned to an alternative schedule which might involve evening, weekend, or summer employment. In such incidences where it relates to reduction in force, the benefits to the employee shall be proportional to those enjoyed by employees who work in the day program. Persons assigned to alternative schedules will be afforded the applicable rights of transfer. Specific provision which will relate to affected teachers will be determined jointly by the parties and given to affected teachers prior to their being reassigned.

J. The Association shall be consulted with respect to any change in district certification requirements which may adversely affect employee status.

ARTICLE XXII REDUCTION IN FORCE

A. Should economic circumstances dictate a reduction in personnel, the Board shall take whatever steps are necessary to assign personnel to

appropriate positions within the district for which they are qualified, consistent with this Agreement and law.

B. Should the Board be unable to maintain all employees, it shall immediately meet with the Association to provide for an orderly method of reducing, retraining, and recalling affected employees.

ARTICLE XXIII VACANCIES

A. The Superintendent or the Superintendent's designee shall post notice in each school inviting qualified persons to apply for administrative or supervisory vacancies which may become available at the beginning of or during the next school year. The following positions will be announced: district administration staff, principal, director, assistant principal, assistant director.

B. The notice will be accompanied by a general description of duties, list of qualifications, a salary schedule and the deadline for filing applications.

C. Upon receipt, notices of vacancies shall be posted immediately and remain posted for at least five (5) days.

D. Application will be made through the Human Resources Office.

E. No individual will be contacted in regard to a specific position until such time as the vacancy has been posted in all schools. An appointment to positions other than teaching, length of service in the county school system, as well as academic qualifications and successful performance, shall be included in the criteria for selection. However, none of the above provisions shall be implied to supersede the Superintendent's authority as established in Florida Statutes.

ARTICLE XXIV SUMMER SCHOOL

A. Positions for summer school teaching shall be filled in compliance with the established procedures for application and selection developed by the Human Resources Division and the Association. Teachers who apply shall be notified of their selection by the appropriate level of administration.

B. In filling such positions, quality of performance, attendance record, experience, teaching background in the specific content area, and seniority in the county school system shall be the criteria for selection.

C. Employment practices for summer school shall be fairly applied. Upon request, a teacher denied a summer school position shall be given good and sufficient reason.

D. Summer employees shall be accorded all applicable rights of regularly employed teachers.

ARTICLE XXV EVENING PROGRAMS

A. Teachers who wish to apply for positions shall make written application at any time.

B. Teachers applying for such positions shall apply through and be notified of the action taken on their application as early as is practicable by the Human Resources Office.

C. Positions in these programs will be offered first to Pinellas County teachers who are qualified for the position.

D. In filling such positions, quality of performance, past experience, attendance records, the minor and major fields of study, shall be criteria for selection.

E. Teachers who teach full-time in the regular day program shall not teach more than six (6) hours per week in the evening program except when working as an evening program administrator. Teachers will be allowed exception to this limit provided it is in the best interest of the system and does not violate the intent of this provision.

F. The evening program shall be advertised and applications from qualified personnel shall be solicited.

ARTICLE XXVI TEACHER FACILITIES AND MATERIALS

A. Each teacher shall be provided space (e.g., closets, file cabinets, storage container, desk) in which they may safely store instructional materials and supplies. Secure storage space shall be provided for traveling teachers.

B. A separate dining space shall be provided for the use of the teachers at each building in which lunchroom facilities are provided for students. If this is not practicable within existing facilities, an adequate number of separate tables shall be reserved for use of teachers. In all new construction a separate dining room shall be provided.

- C. A teacher's work area shall be provided. Adequate equipment and supplies to aid in the preparation of instructional materials will be available.
- D. Where possible, an appropriately furnished room for use as a teacher's lounge shall be provided. Said room is to be in addition to the above mentioned workroom. In all new construction, a separate workroom and lounge shall be provided.
- E. An adequate portion of the parking lot at each school building where parking lots exist will be reserved for teacher parking at no charge.
- F. A space shall be provided for all school personnel where confidential conversations may be held. Teachers shall be allowed the use of a school phone that will provide for confidential phone conversations. Use of phone shall be limited to school business, Association business, and personal business of an emergency nature.
- G. In all new construction, an adequate number of separate restrooms reserved for the use of male and female teachers shall be provided. In existing facilities, where feasible, separate restrooms shall be provided for the faculty. Adequate facilities shall be defined as facilities which conform to health department and industrial standards. Where possible, in large schools, restroom facilities shall be conveniently located throughout the school plant. Restroom facilities should be contiguous to planning and/or workroom areas.
- H. Adequate materials required in daily teaching responsibility shall be provided.
- I. A copy for each teacher's use of texts used in each course subject taught shall be provided.
- J. A dictionary shall be provided in every classroom.
- K. The Board and the Association agree that adequate instruction requires adequate equipment, material and facilities. In the event that this cannot be accomplished, the course or subject so affected should not be offered. Teachers shall be involved in decisions as to the adequacy of the above cited items.
- L. The Board and the Association agree that educational opportunity shall be as equivalent as possible throughout the school system given the special nature of particular programs and activities. The Board agrees to work to

provide those conditions necessary to assure equivalency within facilities, teaching supplies, class size, equipment, supporting personnel, and preparation time.

M. The Board and the Association agree that a functioning two-way communication system is essential in areas where the safety and health of teachers and students may be affected.

N. The Board recognizes the inconveniences created by not having adequate facilities during the instructional day. To that end, the Board will review the issue of inadequate facilities and address this concern in future budget considerations.

ARTICLE XXVII PLANNING PERIODS AND LUNCH TIME

The parties agree that the allocation of planning and lunch time is best determined jointly by the faculty and administration given unique circumstances in each building. Schools unable to reach agreement shall be governed by the following provisions:

A. Each elementary teacher shall have a minimum of thirty (30) minutes planning period daily in a six (6) hour instructional day and the equivalent of two (2) hours per week outside the instructional day.

B. The regular daily schedule of each secondary and full-time post secondary school teacher shall provide for one (1) full period or its equivalent of planning time during the pupil day and a minimum of two (2) hours per week outside the instructional day free from assigned duties except in cases of emergencies. When the nature of the subject that is taught is organized in such blocks of time as to make this provision unworkable without seriously hampering the instructional program, time shall be provided to the extent possible.

C. No teacher shall be required to forfeit planning time on a regular or continuing basis.

D. Early Release Day For Planning:

- 1) Students shall be released 60 minutes early on each Wednesday in order to provide uninterrupted planning time for faculty.
- 2) A schedule for early release days (not to exceed 32 days per year) will be provided prior to the start of each school year.

- 3) The class schedule that will be used on early release days will be developed during the pre-school period each year.
- 4) Student time lost on early release days will be redistributed to the remaining student attendance days so that there will be no net loss of instruction.
- 5) Except as expressly stated herein, all early release time shall be unscheduled and utilized at the discretion of the teacher for such professional responsibilities as: planning for instruction, required paperwork, parent conferencing, team planning and/or record keeping.
- 6) A maximum of eight (8) of these designated early release days per year shall be scheduled for required professional development consistent with the goals of the district or the school and/or to meet a state or district required mandate. Principals will collaborate with teachers in the delivery of such professional development. This time shall be in addition to any time currently devoted to training or meetings in the school's current schedule.
- 7) Implementation of early release days will not extend the normal teacher contract day. Instructional staff are required to complete the regular school day on early release days and may not shorten their day except where the administrator has provided expressed approval to leave early for a specific reason.

E. The regular daily schedule of each teacher shall provide for a minimum of thirty (30) minutes lunchtime, free from assigned duties or supervising students. Teachers can leave the school grounds during this period so long as regular classes are not interfered with and the office is notified of their absence. It is understood that certain emergency conditions may exist that would require an alteration to the schedule. Any significant alteration limiting the time requirement will qualify the teacher for compensatory time. Under no circumstances will teachers be required to limit lunch time on a regular or continuing basis.

Teachers shall use their planning time during the student day for preparation of their instructional program and work related activities.

F. When ever a teacher is present in a regular classroom for the purposes of fulfilling the provisions of Article XXVII, Paragraph A, the regular classroom teacher shall be excused from the room and any duties pertaining thereto. The

special opportunities provided by team teaching shall in no way be used to circumvent these provisions. The size of class or number of pupils under the control of any teacher shall not be increased to provide for the provisions of this Article. The needs of special programs (e.g., art, music, and P.E.) shall be considered. Planning time shall be of such length as to allow for appropriate activities.

G. Annually, the principal and staff shall establish a tentative planning time schedule. Normal planning time activities, outside the pupil day, shall be established at that time.

ARTICLE XXVIII COVERING CLASSES

A. Any employee who finds it necessary to be absent from duty because of illness shall notify the teacher's supervisor as early as possible before the opening of the day's work on the day of absence. The teacher shall be informed of a telephone number which the teacher must call to report the teacher's unavailability for work. Once a teacher has reported his/her unavailability, it is the responsibility of the administration to arrange for a substitute teacher.

B. Teachers may be requested to volunteer unless alternatives are available. A teacher who serves in such a situation shall be given compensatory time equivalent to the time spent in covering. Such time shall be mutually scheduled between the principal and the teacher.

C. Teachers who cover for absent colleagues may be compensated through a pro-ration of the savings from not paying a substitute. Details will be included in the district compensation manual.

ARTICLE XXIX SELECTION OF DEPARTMENT CHAIRS/ TEAM LEADERS/GRADE LEVEL CHAIRS

Selection of positions such as department head, pro-ed facilitator, site-based coach and any other position for which a stipend is paid shall be based upon criteria and a time frame established at the school level between the principal and the faculty, department or team affected. The criteria will be posted and communicated so all qualified, site-based personnel may apply. Utilizing the input of the faculty, department or team affected, the principal and teachers

will have the opportunity to select the candidate best suited to serve between the administration and faculty.

ARTICLE XXX
FINANCIAL SUPPORT

A. The Association will actively support all financial efforts of the School Board agreed to by the Association, such as bond issues and millage elections.

B. Annually, during the month of January, the Association and the Board will develop a list of mutual legislative priorities. The Board and the Association agree to mutually promote these goals. The Association will provide data and financial support as determined by the Association. The Board agrees to grant temporary duty elsewhere leave to teachers identified by the Association as a necessary for the promotion of these goals.

ARTICLE XXXI
NON-TEACHING DUTIES

A. The Board and the Association recognize that a teacher's primary responsibility is to teach and that his/her energies should be utilized to this end.

1. Non-teaching assignments are defined as those duties which are supervisory or clerical in nature and do not fulfill primarily educational functions. They include, but are not limited to: health services, supervision of study halls, corridors, playgrounds, cafeterias, streets, sidewalks, and buses.

2. Collecting money from students, delivering books to classrooms, taking inventories, duplicating instructional and other materials, calculating attendance records, and other similar clerical functions.

B. The educational value of community projects shall be given special emphasis in the schools during community drives, but the collection of funds from pupils shall not exceed three (3) drives per year. All collections will be made outside of the classroom. No collections shall be made by the teachers.

C. The Administration agrees to limit non-teaching duties during the term of this Agreement. However, should circumstances dictate a change which was not apparent at the time this Agreement became effective, the principal will meet with representatives of the faculty to determine an appropriate method of dealing with those conditions utilizing the following procedures:

1. It shall be the responsibility of the administrator to determine the need for all non-teaching duties in his/her school. Utilizing the input of faculty and staff, such duties shall be evenly distributed among the total faculty.

2. Non-teaching duties shall not be used as a punitive measure or as any form of discipline.

3. Unless otherwise prohibited by existing labor agreements, the administrator may utilize supporting services personnel to assist in the performance of non-teaching duties where fiscal resources are available.

D. All non-compensated duties outside the normal teaching assignment shall be distributed equally among the entire school staff.

E. The administration will endeavor to reduce instructional paper work where human and fiscal resources are available or where information may be processed by computer technology.

F. **WORKING CONDITIONS:** The parties agreed that teachers need more freedom from meetings, unneeded training and paper work. They recommend this:

The parties agree that each school site will create a working subcommittee comprised of the principal, or his/her designee, the faculty representative for PCTA and PESPA (where appropriate) and two additional staff members (1 selected by the administration, 1 selected by the faculty representative) that will meet to develop a plan by the close of pre-school of each year to address the following:

1. A review of the number and types of “mandatory” meetings held at the school level and a plan that reduces the number of mandatory meetings/training sessions, where possible during non-student contact time. The plan will include a calendar showing all mandatory meetings/training sessions and will provide for a minimum of two hours per week free of such requirements, in accordance with Article 27, sections A & B.

2. The amount and types of required paper work that might be streamlined or reduced through the consolidation and/or elimination of reports, etc.

3. The completed plan will be approved by the faculty and signed by the principal and the faculty representative. A copy of each school’s plan will be sent to the Regional Associate Superintendent and the PCTA office by October 15.

ARTICLE XXXII TEACHER TRAVEL

A. Teachers whose duties require travel between two (2) or more schools are authorized reimbursement for automobile use. They will be paid school board mileage rate for operating costs. When no "home school" exists in either practice or assignment, mileage shall be computed as follows: total authorized mileage per day minus round trip mileage to nearest assigned school from teacher's home.

B. If teachers are required to transport pupils to activities which take place away from the school grounds, they shall be reimbursed at the rate of school board mileage rate for the use of their personal automobile. Employees using personal cars for school business are required to carry liability insurance. Students riding in teachers' cars on field trips and to various school meetings are covered by the liability car insurance carried by the teacher. The Board has a non-owner's liability policy which extends beyond the limits of the teacher's insurance. In order for additional coverage to apply, the name of the driver and the insurance carrier must be registered with the Board's administrator of risk management prior to the trip.

C. Annually, the Board shall allocate an amount of discretionary travel funds to each school.

ARTICLE XXXIII TEACHER EVALUATION AND FILES

Section A. TEACHER EVALUATION

All observation of the teaching performance of any teacher shall be conducted openly, objectively with the full knowledge of the teacher, and include periodic classroom visitations. Annual contract teachers, teachers new to the system, or teachers showing inefficiency shall be observed and evaluated a minimum of two (2) times during the school year. No teacher shall receive adverse comments from any observer in the presence of pupils or faculty members. All comments regarding a teacher's professional performance shall be communicated directly to the affected teacher. Written records shall be maintained. Evaluation shall involve only the:

1. evaluator and evaluatee.

2. It is the philosophy of this Agreement that evaluation is a developmental process. All evaluation shall be directed to identifying strengths as well as weaknesses. Evaluation shall be the responsibility of the principal. Under no circumstances will members of the bargaining unit be permitted to complete the teacher evaluation form.
3. Within ten (10) days of the evaluation observation, each teacher shall be given his/her evaluation report and shall have the opportunity to discuss such report with his/her evaluators. After such discussions, the teacher shall sign the report, but the teacher's signature does not necessarily indicate agreement with its contents. It is the responsibility of the evaluator to apprise the evaluatee of the data that led to the evaluation.
4. Participation in extracurricular activities shall not constitute a valid basis for evaluating a person's classroom teaching performance, but this provision shall not restrict evaluating such participation in the total evaluation. A separate evaluation form shall be jointly developed for evaluation of extracurricular performance.
5. Discipline of teachers including but not necessarily limited to dismissal, reprimand, suspension, or assignment, shall be fair and for just cause.
6. The evaluation of teachers is the responsibility of the Administration. Periodic evaluations will be given to each teacher. The evaluation shall be in writing and shall include a statement of the teacher's strengths. Statement of the areas needing improvement, professional assistance to be given, suggestions for improving performance, length of the time for achieving the performance and the consequences if there is not improvement shall be included in the evaluation, if applicable.
7. The parties establish the following exclusive method of evaluation review: Teachers shall have the right to request an appeal through the Regional Associate Superintendent of evaluations which do not meet Minimum Expectations for Level 1, or which contain ratings of Expectation in Progress in two or more categories. This appeal process shall replace the grievance procedure in resolving teacher evaluation concerns except where the Association believes the review was biased, in which case the Association, not the evaluatee, may file a grievance.

8. The Association shall assist teachers in the investigation of disciplinary actions.

Section B. TEACHER FILES

1. Each teacher shall have the right to review by appointment the contents of his/her personnel file. Upon prior notification in writing by the teacher, another individual may accompany the teacher in such review. The review shall be made in the presence of the administrator responsible for the safekeeping of such file. Wherein jeopardy of the teacher's position is involved, facilities shall be available for the teacher at his/her own expense to make photocopies of such contents and records as concerns his/her work or himself/herself. Costs associated with reproduction of such documents shall be paid by the employee at the time of the request.

2. No secret files shall be maintained either in the school or in Central Administration. Derogatory material that has not been brought to the attention of the teacher pursuant to Florida Statute shall not be admissible in any action against the teacher. These actions shall include, but not be limited to: termination, promotion, and/or transfer.

3. A teacher shall have the right to answer in writing any complaint filed in his/her personnel file (school based or county) and the answer shall be reviewed by the Superintendent or the Superintendent's designee and then attached to the complaint.

4. When, through the grievance procedure, any data is shown to be incorrect or unsubstantiated, a copy of the grievance award shall be attached to the file with the notation that the material contained therein was deemed inappropriate.

5. School files are considered to be personnel files as defined in Florida Statutes. These files will be handled according to district guidelines that are available in each school.

6. Standard rules of evidence shall apply to all materials admissible in any disciplinary action against the teacher.

Section C. All matters related to a teacher's performance or status shall be confidential within the scope allowed by the public documents law. Exemption will be allowed only when agreed to in writing by the teacher.

ARTICLE XXXIV COMPLAINTS

- A. The principal shall accept and acknowledge the complaints.
- B. The principal shall confer with the teacher and inform the teacher of the complaint. The principal shall inform the teacher of his/her response, the action the principal contemplates, and the results of such action. When any action will affect the status of the teacher, a written record shall be made. At the appropriate time, the teacher shall be informed of any complaint.
- C. No employee of the Board shall be subject to harassment, abusive language, and/or upbraiding by parents, other citizens, students and/or other Board employees.
- D. Anonymous complaints shall be so recorded. No action affecting the teacher's status shall be instituted based upon an anonymous complaint.

ARTICLE XXXV CONDITIONS FOR SUPPLEMENTAL COMPENSATION

- A. It shall be the responsibility of the principal or other designated agent of the Board to recommend, on an annual basis, those individuals who are to receive salary supplements. Should special circumstances dictate, the principal may realign the nature of supplements. All supplements shall expire on the last day of the employee's work year.
- B. Positions which qualify an individual for additional compensation shall be those maintained by the Personnel Office for budgetary purposes. Amendments to this listing shall be accomplished through the bargaining process. The parties encourage individual faculties to develop alternative supplement models. The parties shall provide adequate financial and planning resources to those schools that create staffing models which promise improved educational opportunities.
- C. It is the intent of the parties that supplements are paid for additional responsibilities requiring additional time during or after the school day. It is the responsibility of the supplement receiver and their immediate supervisor to determine the extent of the responsibilities. Disputes will be resolved by the parties.

ARTICLE XXXVI
CONTINUING/PROFESSIONAL SERVICES CONTRACT

A teacher shall be considered to have continuing employment rights pursuant to Board action to grant a professional service contract. All rights ascribed to such contractual status shall be consistent with Florida Statutes and procedures promulgated by the Florida Department of Education.

A. A person who has a continuing contract shall be entitled to continue in his/her position or a similar position in the county at the salary schedule agreed to by the Board and the Association without the necessity of annual nomination for reappointment. In order to be eligible for a continuing contract, a teacher must meet the following requirements on or before September 1 of the school year in which the continuing contract is to be effective:

1. Hold a regular certificate based on graduation from a standard four (4) year college, or as otherwise provided by law;
2. Have completed three (3) years of service in the same county of the state during a period not in excess of five (5) successive years, such service being continuous except for leave duly authorized and granted; who
3. Have been reappointed for the fourth (4th) year; and
4. Have been recommended by the Superintendent for such continuing contract based on successful performance of duties and demonstration of professional competence; such teacher shall be entitled to and shall be issued a continuing contract in such form as may be prescribed by regulations of the State Board.

B. Probationary status may be extended by the Board if agreed to in writing by the teacher.

C. A teacher holding a continuing contract will not lose his/her status when transferred from one school to another.

1. Should a teacher resign during the school year and return the same school year, status for continuing contract may be reestablished with the Board's approval.
2. Should a teacher resign at the close of the school year and be reappointed to teach at the beginning of the next school year, status for continuing contract may be reestablished with the Board's approval.

D. Eligibility for Professional Service Contract

1. Eligibility for a PSC shall require that the candidate meet all of the criteria listed below prior to the date upon which the Superintendent must make nominations to the Board for the subsequent year. Those individuals meeting the criteria after that date shall not be considered until the following academic year. The criteria shall be as follows:

a. Possession of a regular Florida teaching certificate as prescribed by Florida Statutes and Rules of the State Board of Education.

b. Completion of three (3) years of probationary service, one (1) of which must be the Beginning Teacher Program where required and shall be during a period not in excess of five (5) successive years.

c. Formal nomination by the Superintendent and approval by the Board including reappointment for the next school year.

d. The probationary period described herein may be extended when prescribed by the Board and agreed to in writing by the teacher.

E. Procedures Governing Contractual Status

1. A Professional Service Contract must be renewed each subsequent year unless the Superintendent charges the employee with unsatisfactory performance pursuant to procedures described in FS.231.36 Florida Statutes.

2. Any member of the Association holding a continuing contract may, but is not required to, exchange such contract for a PSC in the same district.

3. A Continuing Contract may not be issued retroactively nor may one be reinstated if an employee breaks service in such a manner as to render the Continuing Contract null and void subsequent to July 1, 1984. The only form of continuing employment at the time of return shall be a PSC if approved by the Board.

4. A teacher holding either a Continuing Contract or a Professional Service Contract shall not sacrifice contract status as a result of a transfer from one school to another.

ARTICLE XXXVII SUSPENSION, DISMISSAL AND RESIGNATION OF TEACHERS

A. Any teacher may be suspended at any time during the school year, provided that the teacher may have the opportunity to have a public hearing. Written charges will be given to the teacher within three (3) days after said

suspension. After receipt of written charges, the teacher may request an open hearing of the Board. The hearing will be held after at least fifteen (15) days to consider the sufficiency of the charges against the teacher. The charges must be based on immorality, misconduct in office, incompetence, gross insubordination, willful neglect of duty, drunkenness, or conviction of any crime involving moral turpitude. If the charges are not sustained, the teacher shall be immediately reinstated and the teacher's back salary shall be paid.

B. Any teacher who is under Continuing Contract may be dismissed or returned to annual contract status when a recommendation to that effect is submitted in writing to the Board, giving good and sufficient reasons therefor. The employee shall be notified in writing of the charges at least five (5) days prior to the filing of the written recommendation to the Board and the notice shall include the charges and the recommendations. The employee is entitled to a public hearing upon notification to the Board in writing within fifteen (15) days after notice. Any decision adverse to the teacher may be appealed by the teacher pursuant to F.S.120.68.

C. Whenever a hearing is requested, said hearing should be conducted by an administrative law judge appointed by the Division of Administrative Hearings.

D. Resignations shall be voluntary and in those instances wherein a resignation is requested, such request shall be made only by the Superintendent or designee. All resignations shall be irrevocable by the resignee once tendered unless the Superintendent otherwise consents in writing.

E. Parties agree to the establishment of an employee assistance program. Participation in such program shall be voluntary. Such program will depend on adequate funding by the Board.

ARTICLE XXXVIII
REVIEW FOR NON-APPOINTMENT OF TEACHERS ON
PROBATIONARY CONTRACT

A. Teachers newly hired to the system shall be employed in a probationary status for a specified period of time determined by the Board. Nothing contained herein shall be so interpreted as to extend said contract beyond the period of initial employment.

B. The principal shall arrange conferences with teachers during the probationary period for the purpose of advising, building confidence, and preventing discouragement. However, the principal shall arrange conferences with those teachers showing definite weaknesses in order to outline their deficiencies and make recommendations for their improvement. The principal shall exert reasonable efforts to help the teacher succeed in becoming an effective teacher.

C. If a probationary teacher is not to be recommended for reappointment, the teacher shall be notified by the Personnel Department via the principal at the time the principal makes his decision. For those on annual contracts, this time shall not be later than four (4) weeks prior to the end of the post-school year.

D. The Superintendent or the Superintendent's designee shall notify individually those that the Superintendent is not recommending for reappointment. This notification shall not come later than four (4) weeks prior to the end of the post-school year.

E. A teacher who is otherwise entitled to receive a continuing contract may be retained on annual contract status upon the recommendation of the Superintendent and action of the Board, if the teacher does not meet the desired standards. Such retention shall be based upon educational qualifications, efficiency, capability, character, and capacity to meet the educational requirements of the county.

ARTICLE XXXIX - TEACHING HOURS AND TEACHING LOADS

It is the philosophy of this agreement that a teacher's primary responsibility is to teach. The parties to this agreement recognize that there are certain other activities which must be performed during the teacher day that are essential to the safe and effective operation of the school. It is the intent of the parties that the individual school is the best source of determining the relationship of instructional time to non-instructional time and the duties to be performed therein. In keeping with the intent of school improvement, local school staffs are encouraged to use the provisions of Article XV to fashion the most beneficial schedule of activities for that particular school. They may elect to waive any or all of the provisions of this section of the Agreement and convert their schools to a thirty-seven and one-half (37.5) hour work week in lieu of a seven and one-half (7.5) hour/day schedule. Such decisions must be part of the

School Improvement Plan, approved by the school administration and a seventy-five percent (75%) vote of the faculty.

A. The regular school day for teachers is seven (7) hours and thirty (30) minutes. Except as otherwise provided, teachers will not be required to be on duty longer than the regular school day without additional compensation or compensatory time off.

1. The principal shall have authority to permit teachers divergence from the regular school day when circumstances necessitate such a procedure.

2. Except as provided for in Article XV, on Fridays and days before holidays, the work day shall be one-half (1/2) hour less than the regular day.

3. In-service, preschool, post-school, staff development days, and any other day when pupils are not in attendance shall be 8:30 a.m. to 3:30 p.m. with one of those hours designated for lunch.

4. The principal, with the consent of a majority of the faculty, may arrange hours in an approved way to facilitate special activities, provided that the sum of hours is as provided above and that no teacher's contractual rights are violated.

B. Teachers may be required to attend the following staff meetings:

1. Building meetings called by the principal except that if such meetings require more time than the regular school day permits, teachers will be given compensatory time off.

2. All meetings during work hours shall be used only to ensure effective school operation.

3. Except as provided for in Article XV, teachers may be required to attend two (2) activities each semester outside the regular working day. Said meetings are to be involved with the communications of instruction (e.g., parent visitation, back-to-school). During the preschool period, the staff shall develop a tentative schedule of evening activities for the year. In schools which do not utilize the optimum number of meetings as described above, faculties shall establish reasonable and appropriate activities as substitutions for the above. If said activity involves the control and supervision of students, the assignments shall be fairly and equitably distributed among the entire staff.

4. All other non-voluntary activities outside the regular school day which involve the supervision of students will qualify the teacher for compensatory time or satisfactory supplemental compensation.

C. Parent-teacher conferences shall be arranged so as not to interfere with classroom activities.

D. Within the parameters established by the Agreement, it shall be the responsibility and prerogative of the Board to establish the schedule and courses of instruction to be offered to students at all grade levels. Secondary students will be provided seven (7) courses of instruction per semester during the life of this agreement. The daily/weekly schedule for all teachers shall be designed to maximize instructional contact time with students in the classroom. Any high school credit classes shall comply with Sec. 1003.436, F.S. Instruction shall be provided in accordance with the schedule created for each school. Sufficient staffing shall be provided to meet required state statutes. In developing the master schedule, the principal will:

1. Use a differentiated budgeting process to provide for the needs of his/her school.

2. Solicit and utilize input into the development of the master schedule. Input provided through departmental, team and/or Small Learning Community (SLC) structures shall include: required daily planning time for faculty; balancing loads among staff; maximizing teaming opportunities; utilizing individual experience and strengths for maximum effect; utilizing blocks of time when best suited for delivery of instruction; and number of preparations required of individual teachers pursuant to Section F. of this Article.

3. Maximize teaming opportunities where appropriate, utilize the individual strengths and qualifications of staff and consider the effective use of blocks of time when best suited for delivery of instruction.

4. Where a faculty wishes to develop a schedule that requires a waiver of specific contractual provisions and is viable from a financial and logistical perspective, a 75% vote shall be required pursuant to current contract language in effect.

E. Instructional related time may include planning time, necessary faculty meetings, assisting students, parent conferences, and other activities directly related to instruction.

F. Secondary class teaching assignments shall not include classes requiring more than two (2) separate academic preparations or distinctly different lesson plans per day unless the teacher voluntarily accepts an additional preparation.

G. All assignments shall be established so that staff members have equivalent opportunities to teach subjects for which they are qualified.

H. Teachers may leave at the close of the pupil day for good cause with the approval of the principal.

I. Grading periods:

1. Except as it relates to graduating seniors, at least two (2) working days from the close of the grading period shall be allowed before grades are due. During the post-school period, the above requirement may be changed should special circumstances dictate.

2. The school calendar shall establish the end of each grading period. Said day shall be the day to which the above time applies.

J. The Board agrees to Association involvement in the development of the school calendar.

K. Teachers will be allowed to leave school on election days for purposes of voting provided they have no student responsibilities and provided they are registered voters in the municipality or area in which the election is to be held.

ARTICLE XL EQUAL RIGHTS

The Board shall adopt policies to ensure equal rights to all teachers.

ARTICLE XLI PAYROLL DEDUCTIONS

A. Payroll deductions shall be made by the Board when authorization has been given by the teacher for insurance coverage, credit union, U.S. Savings Bonds, Workplace Giving Campaign, tax sheltered annuities, and Association dues.

B. All coverage shall be considered as continuous from year to year except where the recipient of the deductions allows otherwise.

C. Any deduction shall be terminated through the recipient of the deduction according to the published policy of that recipient.

D. Association Deductions

1. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Association an assignment authorizing deduction of membership dues in the Association. Such authorization shall continue in effect from year to year thereafter unless revoked in writing as prescribed by law. Pursuant to such authorization, the Board shall deduct such sum as authorized in equal biweekly payments from the teacher's regular salary check beginning with the salary check received by the teacher in the month following the date of authorization. The deductions shall be remitted not less frequently than biweekly to the Association. Upon termination of a teacher's employment, the Board shall deduct all unpaid Association dues from the remaining paycheck(s).

2. Annually during the month of June, the Association shall contribute to the Board of Education a sum equal to five cents (.05) for each member on payroll deduction.

3. The parties agree to the ongoing provision of data services to the Association. Said services not to be in excess of those provided prior to the application of this Agreement without the approval of the Administration. The Association agrees to reimburse the Board for reasonable costs incurred in fulfillment of this provision. Consistent with Board policy, said services will be subject to reasonable restrictions on the availability of software and computer time.

ARTICLE XLII USE OF PRE- AND POST-SCHOOL PLANNING TIME

Teachers shall be free to use the pre- and post-school planning time to prepare for the opening and closing of the school year within their own school except as follows:

- A. At least one (1) hour shall be allotted for Association meetings.
- B. One (1) hour during post school may be scheduled by each faculty for a faculty social.
- C. Internal meetings shall be held to a minimum to allow maximum preparation time by teachers. One day or two half days during the pre-school period shall be designated as instructional excellence day and no meeting or

activities will be scheduled by the Administration or Association. Should the pre-school period be reduced, this subsection will be readdressed by the parties.

D. Teachers may be required to attend necessary countywide and school-based meetings.

E. Teachers not attending any of the above functions shall be expected to be working in their own buildings.

F. In twelve (12) month programs, special attention shall be paid to providing adequate pre- and post-school and pre- and post-grading period time. Board will review and implement where feasible methods allowing teachers assigned to alternative schedules to participate in professional education activities.

ARTICLE XLIII SCHEDULE OF SALARY PAYMENTS

A. Teachers shall have the option to receive their salary on a ten (10) month or twelve (12) month basis.

B. Except for the first and last paycheck, payment shall be made biweekly with the annual salary divided into equal payments, as close as possible, for the period of employment.

C. Whenever non-working days separate a pay period, payment shall be made on the last prior school day unless impractical or unworkable.

D. Any balance of the Board's contractual salary commitment shall be included in the last check of the year.

E. Whenever negotiations are concluded after the start of the school year, the Board shall pay the accrued retroactive salary and then prorate the balance over the remaining pay periods.

F. The parties agree to work cooperatively in the best interest of the employees and the system to resolve the conflicts arising from the payroll system.

ARTICLE XLIV PART-TIME TEACHERS

A. In rare instances it may be expedient to employ persons to teach in the regular school program for a few hours each day, or for a sporadic number of

days which will be less than the total number of days in the school year. The standard net time for purposes of computing salary on a daily basis will be seven (7) hours per day.

B. A teacher employed for three and a half (3 1/2) clock hours or less per day will be paid on the hourly schedule based on rank. Such person will not be eligible for sick leave nor for any other regular benefits.

C. A teacher employed for more than three and a half (3 1/2) hours per day will be paid on a fractional basis, based on rank and experience, using seven (7) hours as the denominator. A person employed during a school year on a fractional basis equivalent to more than half the number of hours which a person teaching the full school day for one hundred ninety eight (198) days would teach, will be granted credit for a year of experience for such work. The teacher will therefore be eligible for sick leave according to state law. Employees who have been reduced from full-time contracts due to reduction in force to 4/7, 5/7 or 6/7 contracts shall receive pro-rated benefits for a period not to exceed two school years.

D. A teacher cannot be placed on professional service contract status while teaching on a part-time basis. However, a person may satisfy probationary service toward professional service contract status if he/she works more than half-time as provided for by law.

E. The Board and the Association agree to develop and maintain a "Job Sharing" program. Annually, the parties shall identify a specific number of units which should be available for job sharing.

ARTICLE

SALARIES AND SALARY SUPPLEMENTS

A. The annual salary for members of this bargaining unit shall be set forth in Appendix A. It is understood that these rates are for the established one hundred ninety eight (198) days. It is further understood that incremental steps on the salary schedule are subject to renegotiations every year and are not automatically payable until such time as a new salary schedule has been ratified.

B. Credit on the salary schedule shall be given in the amount set forth in this Agreement. Any teacher completing more than one-half (1/2) of a year (99 days) shall be granted a full year's placement on the schedule. Current

employees seeking long-term leaves must complete ninety- six (96) days of service in order to be granted a full year's placement on the schedule.

C. Personnel appointed by the Board shall be issued contracts for a period not to exceed 198 days except under the following conditions:

1. Regular full-time post-secondary vocational instructors shall receive contracts for 235 days of service except for temporary appointments. Such contracts shall be based on curricular and program needs for specific instructional areas and shall be contingent upon sufficient student enrollment as determined by accepted staffing ratios and shall not be for less than 198 days.

2. In the event that student enrollment is insufficient to warrant 235 days of continuous service, the number of days may be reduced by administration using as the criteria: needs of the program, certification, qualification, and seniority in the district.

3. A teacher on a 235 day contract who has taught ten (10) continuous years shall be permitted to return to 198 day contract once every five (5) years for personal or professional reason provided that adequate coverage is obtained. No more than three percent (3%) of the instructional staff in that school center shall be granted such leave during any school year. However, upon appropriate justification and approval by the director and the Chief Operating Officer/PTEC, a vocational teacher holding a 235 day contract may be granted a 198 day contract for a period not to exceed one (1) academic year. Such alteration of contract shall be contingent upon the availability of qualified instructors to replace the teacher and the ability of the center to provide adequate coverage of necessary program material. It shall be the responsibility of the director to establish limits on the number of employees to be approved under this provision.

D. Full-time instructors whose 235 day contract commences July 1 will receive the new rate of pay effective that date. Similarly, all periods of additional duty, exclusive of summer school employment, which commence on July 1 or which continue beyond that date shall be compensated at a proration of the daily rate of the employee for hours worked retroactive to July 1. Under both circumstances, for an employee to receive retroactive compensation, he/she must be in active pay status on the date this Agreement is ratified.

E. Summer school teachers shall be paid their hourly base rate of pay which was paid during the prior school year according to the teacher salary schedule for that year. There shall be no retroactive adjustment to summer school teaching salaries.

F. The Board agrees that the unique nature of certain programs requires additional time and resources. Consequently, when circumstances dictate the need, additional duty contracts may be granted to designated personnel.

G. Credit for channels on the salary schedule shall be granted on the basis of earned degrees from accredited institutions, appropriate vocational certification, and approved college credit which may be applied toward a degree or contribute to teacher effectiveness. A committee composed of an equal number of teachers appointed by the Association and administrators shall develop criteria and hear appeals to level placement. An hour is defined as one (1) semester hour. A quarter hour is $\frac{2}{3}$ of a semester hour. In converting quarter hours to semester hours, fractions will be rounded to the nearest whole number.

H. Supplements shall be paid in the manner set forth in the District Compensation Manual.

I. Summer school will be paid in the amount set forth in Appendix B.

J. The Association and the Board mutually agree that henceforth, any oral or written agreement made by an employee of the Board, including administrators, concerning any term or condition of employment or compensation, that may conflict with or be inconsistent in any way with the collective bargaining agreement, policies, procedures, laws or applicable regulations including adopted salary schedules, shall be given no effect nor form the basis for any claim whatsoever against the Board.

ARTICLE XLVI SUMMER PROGRAMS

The summer salary schedule (Appendix B) shall apply to all teachers appointed to summer programs such as summer enrichment, summer academic school, summer reading, etc. Payment shall be for periods established by the Board for the operation of such extended programs. Personnel assigned to the summer program shall receive all benefits provided by this contract.

ARTICLE XLVII
CREDIT FOR PRIOR SERVICE ON SALARY SCHEDULE

A. Except for instructional personnel rehired following completion of the DROP program or those re-employed who are receiving benefits from the Florida Retirement System (FRS), credit on the instructional salary schedule will be granted for all verified public school experience in accordance with state law. Instructional personnel rehired following completion of DROP or those re-employed who are receiving benefits from the Florida Retirement System, shall be provided experience consistent with Section B. below.

B. Teachers who are extended or rehired after completing the DROP program and those who are re-employed following retirement from FRS, shall be entitled to a maximum of eight (8) years of experience on the salary schedule. Where teachers have less than eight (8) years of Florida experience, "out-of-county" experience may be combined to a maximum of eight (8) years of credit. The term "out-of-county" includes full-time teaching experience outside Pinellas County, full-time private school teaching experience and related work experience as provided for in this contract. No additional "out-of-county" experience is allowed to teachers who have eight (8) or more years Florida teaching experience.

C. A maximum of three (3) years of credit is allowed for service in the armed forces of the United States subsequent to January 1, 1940, such credit to be included in the maximum of eight (8) years allowed for "out-of-county" credit.

D. Full-time vocational and/or technical shop and technical laboratory instructors, related instructors, cooperative coordinators, vocational business teachers, DCT teachers, and other related members of the unit will receive credit for each year required for certification. One (1) year for each year or major fraction thereof spent full-time in the occupation is acceptable up to a maximum of six (6) years. Should a teacher change positions and no longer occupy a full-time unit, he/she will lose all previously granted work experience. An employee involuntarily reassigned from a position which provided work experience credit shall be allowed to maintain his/her present step on the salary schedule until such time as the schedule equals actual experience or until the employee returns to a vocational position, whichever

comes first. Should an employee be offered reinstatement to a position that warrants work experience credit and the employee declines placement, the employee's salary shall be adjusted as if it were a voluntary assignment.

E. Former Pinellas County teachers who re-enter teaching service will receive credit for all teaching experience previously granted. This provision shall not apply to instructional personnel extended or rehired after completion of DROP or those receiving benefits from the Florida Retirement System.

F. Hourly and/or part-time teaching experience in Pinellas County schools, shall be allowed to teachers who subsequently are employed as regular full-time teachers. One (1) year of experience will be allowed for each fiscal year in which a teacher accrues at least nine hundred (900) hours. Such experience will be in addition to out-of-county, military, and related work experience as prescribed above.

G. Long-term substitute teaching experience is allowed to teachers who hold Bachelor's degrees and are subsequently employed as regular full-time teachers. Long-term substitute teaching experience completed within three (3) years prior to accepting full-time assignment, as a regular full-time teacher shall be granted. One (1) year of experience will be allowed for each fiscal year in which a teacher accrues more than one half (1/2) the number of days in service in place of the same teacher. (the number of days will be 100 days for a ten month teacher.)

H. The parties may grant additional years of experience for related work experience or supplemental one year compensation when mutually agreed to by the parties. Such determinations shall be considered pre-employment conditions or shall address salary equity questions.

I. The Board and the Association agree to provide related work experience credit to employees whose service prior to employment meets the following criteria:

1. The work experience must have been in an area substantially similar to that which the employee is expected to perform.
2. The work experience must have been in a position which normally requires a baccalaureate or a technologically advanced level of training.
3. Annually, the parties shall identify a maximum number of years to be granted and the specific areas in which such credit shall be allowed.

J. Credit for prior service or for transfer of accrued sick leave shall only be given prospectively from the date the employee requests, in writing, verification of such service. All adjustments shall be made from the date of verification forward.

ARTICLE XLVIII EMPLOYEE BENEFITS

A. Benefit Program - The Board agrees to provide a comprehensive benefits program to include but not limited to health, dental, life, vision, accidental death and dismemberment and income protection insurance. Health Care Reimbursement and Dependent Day Care Reimbursement Accounts are also provided. The amount of board contribution and employee deductions will be determined annually through the bargaining process.

For 2008-09, the Board will pay 80% of the health insurance increase for 2009 and will continue to pay approximately 80% of the total health insurance premium. Individual amounts will vary based on the plan selected.

B. Section 125 Cafeteria Plan - The Board agrees to provide a Cafeteria Plan with a premium conversion option, which enables employees to pay their portion of most insurance premiums on a pre-tax basis. Enrollment in the Flex Plan is automatic for eligible employees and participation continues from year to year, unless the risk management and insurance department is notified by the employee in writing to cancel participation. The cancellation request must be received by the department within thirty (30) days of a qualifying life event or during the annual open enrollment period.

Premium payments for insurance coverage are deducted from the employee's gross salary before taxes are taken. Because FLEX is considered by IRS as a salary reduction plan elections may only be made annually. Employees may not change their election during the calendar year unless a change in family status occurs. The IRS defines a change in family status as: marriage, death, divorce, birth, adoption, loss or gain of spouse or dependent's employment, loss of plan eligibility, change of residence or work, entitlement to Medicare or Medicaid, or a judgment decree or court order requiring coverage of dependents. Regulations for salary reduction are independent from insurance carrier provisions for change in coverage.

C. Eligibility - Regular employees who work at least thirty (30) hours per week, job-share employees and employees who work two part time regular jobs totaling more than 30 hours per week are eligible for benefits.

D. Enrollment

Initial Enrollment - Enrollment and change forms are due in the risk management and insurance department within thirty (30) calendar days of hire or change of eligibility status. Coverage becomes effective the first day of the month following 60 days of employment or change of eligibility status.

Open Enrollment: The Board provides an annual open enrollment period during which an employee may add, cancel, or change coverage. If no action is taken by the employee to change coverage, previous coverage will continue for the next calendar year.

E. Changes in Coverage - In accordance with IRS guidelines and carrier contracts, employees may make certain changes during the plan year if a change in family status occurs. A completed Enrollment & Change Form and supporting documentation must be received by Risk Management within 30 days of the qualifying event. The change in coverage will be effective the first of the month following the qualifying event and receipt of the enrollment form by risk management.

F. Termination of Coverage - Insurance coverage ends the last day of the month in which an employee no longer meets eligibility requirements, retires, terminates employment or fails to pay the required premiums when due.

G. Basic Board Life - The Board shall provide, to eligible employees, group term life insurance in the amount of one times annual salary rounded up to the next one thousand dollars with a minimum amount of \$15,000.

H. Board Contribution - Recognizing the importance of stabilizing the health insurance rates and expanding the number of persons participating in the group health insurance programs, the parties agree to continue a plan of variable Board contributions and to minimize the adverse impact of annual health insurance premium increases.

The Board contributes toward the cost of employee benefits each pay period August through May when a Board issued paycheck is received (not to exceed twenty (20) contributions per calendar year) In any period during which a paycheck is not earned, the employee will owe both the Board contribution

amount and normal insurance deductions. Board contribution amounts vary and are negotiated annually.

When an employee chooses health insurance coverage, the Board contribution amount is automatically credited toward the per-pay-period health insurance premium.

No Health Option: If an employee does not select health insurance coverage, the employee may apply the predetermined “No-health Board contribution” toward the purchase of certain supplemental insurance benefits. The parties agree to provide benefits eligible employees who do not elect health insurance up to \$75 a pay period in flex credits to be used to purchase supplemental benefits including Dental, Vision, AD & D, Short-Term and Long-Term Disability, the Hospital Confinement Plan and the Health Care Reimbursement Account (HCRA). The maximum amount of board provided flex credits elections into the HCRA may not exceed \$25 a pay period and the minimum election amount may not be less than \$5.00.

Funds deposited into the HCRA will be administered in accordance with IRS guidelines and the district’s administrative procedures governing its Flex plan. The maximum amount that the district will continue annually to the HCRA is \$500. Any unused flex credits will be forfeited. Due to the monthly administration fee, a minimum of \$5.00 per pay has been established.

Employees may not use these credits to purchase Optional Employee or Dependent term life or apply toward the dependent care reimbursement accounts or MetLife Voluntary products. Board contribution is not cumulative and Board contribution not used is forfeited.

Eligible married Board employees, both working for the District, who wish to be covered by the same health insurance plan and have at least one additional dependent (total of three persons), may select the Two Board family option. Eligible married Board employees, who do not have additional dependents, must choose separate single plans.

Eligible married Board employees, both working for the District, who wish to be covered by the same health insurance plan and have at least one additional dependent (total of three persons), may select the Two Board family option. Eligible married Board employees, who do not have additional dependents, must choose separate single plans.

I. Insurance Deductions - Premiums for insurance plans are due in advance; therefore deductions begin the month before the insurance effective date. Deductions are taken over 20 pay periods with no scheduled deductions taken in the summer. In the event that an employee's coverage in any insurance plan is effective after January 1 or if a change in coverage occurs due to a change in family status, the employee's payroll deduction will be adjusted to insure that adequate premiums have been collected.

For all insurance programs, payment of premiums does not guarantee that coverage is in effect. Coverage and eligibility are determined by the insurance contract and the policies and procedures of the Risk Management Department. If premiums are collected in error, a refund will be issued. In the event of a discrepancy in coverage, Risk Management records are determinative, unless the employee can provide a copy of an approved enrollment form to the contrary.

Enrollment in a Board benefit plan authorizes the Board to payroll-deduct any and all required insurance premium(s). Employee rates are reflected in the Beneflex Guides, which are distributed each year during Pinellas County Schools' annual open enrollment.

J. Waiver of Health Insurance Premium - An employee on an approved leave of absence who cannot work because of total disability and has used all available sick leave and vacation time may apply for waiver of his/her health insurance premium. Employees must apply for the waiver within thirty (30) days of the date of eligibility notification from the risk management and insurance department. Waiver of premium (total cost of health insurance) will begin 90 days from the beginning of his/her disability and after exhaustion of FMLA, whichever is later, and will be considered while on an approved leave through Personnel. Waiver of premium documentation must be submitted at least every six months or upon request. Failure to provide this documentation will result in cancellation of the waiver of premium option.

K. Payment of Insurance While on Leave - While on an approved, non-FMLA, unpaid leave of absence, employees are required to pay the entire cost of all insurance plans, including Board paid life insurance in order for coverage to continue. Payment must be received by the risk management and insurance department by the first of each month. Insurance coverage will be canceled for nonpayment if full payment is not received by the due date. When an employee is on an approved Family Medical Leave (FMLA), the employee is responsible only for payment of the portion of premium(s) the

employee normally pays. Nonpayment of premiums will result in cancellation of coverage.

L. Payment of Insurance While Suspended Without Pay - While on suspension without pay, an employee is considered to be on unpaid leave of absence. As such, the employee is entitled to maintain insurance coverage by paying the total cost of insurance. If the employee elects to continue insurance and is reinstated, the employee will be refunded the Board contribution paid during the period of suspension. If the employee elects to continue insurance and is not reinstated, the insurance will terminate the last day of the month in which the employee is dismissed. If the employee chooses not to continue insurance and is reinstated, insurance will be reinstated the first of the month following the date of the final order and the employee will be responsible for any regular employee contribution.

M. Retiree Insurance - An employee who retires with six or more years of service and elects to receive a state retirement check or retirees under the FRS investment plan with 30 or more years of service may participate in the retiree insurance program. Benefit election must be made within thirty (30) days of the effective date of retirement. Employees who do not enroll at retirement shall be ineligible for future participation in the Board retiree insurance program.

Retirees may only continue the health insurance in effect at the time of retirement. Basic board provided life insurance benefits may be continued or decreased but may not be increased. Life insurance benefits are subject to age reduction formulas as determined by the carrier. Retirees may also maintain dental coverage only as allowed by the provider and may also maintain coverage in the vision plan. Accidental death and dismemberment and Optional term life insurance benefits may be continued as an individual contract subject to insurance company procedures. Income protection coverage ends upon retirement.

Retirees may make changes in coverage due to a change in family status in accordance with carrier guidelines.

N. Employee Assistance Program - The Board provides an Employee Assistance Plan (EAP) to all part and full-time employees, retirees, and family members living with an employee or retiree. Employees, retirees and family members may utilize the EAP even if they are not enrolled in the Board health

plan. Participation in the EAP is voluntary and all records and discussions with the EAP are confidential.

O. Voluntary Retirement Programs - Pinellas County Schools provides eligible employees an optional 403(b), 457 and Roth deferred compensation programs. The Board is not responsible for the actions of nor recommends any company or investment product. Contributions must be made through payroll deduction and therefore are considered a salary reduction. Change requests must be in writing on the appropriate form to the attention of Risk Management & Insurance.

P. Workers' Compensation - The Board provides Workers' Compensation benefits pursuant to Florida Statute, Chapter 440. Workers' Compensation indemnity benefits paid in combination with an employee's sick leave or vacation time shall not exceed the employee's bi-weekly salary. Whenever possible the Board will provide for up to 90 days, light or modified duty for any employee returning to work after a job-related injury. Reasonable accommodations will be made in accordance with restrictions of the authorized treating physician. The employee is required to report for work on the day indicated by the authorized treating physician.

Q. Employee Benefit Guidelines - All other provisions regulating group benefits shall be governed by the policies and procedures of the Risk Management Department, insurance contracts, and this Agreement.

R. Dental Coverage – The Board will contribute towards the cost of optional dental coverage. The annual amount will be determined through the bargaining process.

S. Vision Coverage – The Board agrees to provide vision insurance at no cost to all employees and their dependents enrolled in the district sponsored health plan. Employees not enrolled in health may elect optional vision coverage.

T. Employee Well-Being & Satisfaction Committee - The parties agree to convene, on a regular basis, the Employee Well-Being & Satisfaction Committee composed of representatives of the administration, instructional, and supporting services personnel. The committee shall be charged with reviewing the present group insurance programs and examining possible alternatives for future consideration.

U. Employee Benefit Guidelines - All other provisions regulating group benefits shall be governed by the policies and procedures of the Risk Management Department, insurance contracts, and this Agreement.

APPENDIX B. – OTHER COMPENSATION

1. The hourly rate for summer school shall be the teacher's hourly rate.
2. Teachers who teach part-time in an approved program shall be paid their hourly rate established by the parties and according to the district compensation manual. For the purpose of the Article, "approved program" shall be defined as Adult General Education, Vocational-Technical Adult Education, Homebound, or such other program as defined prior to employment by the Superintendent.
3. Junior Reserve Officer Training Corp (JROTC) instructors shall have the option of being paid according to the military pay formula or this salary schedule.
4. The parties agree to develop alternate hourly rates that recognize programs that are financially self-sufficient.