

ARTICLE X - SALARY AND TEACHER WELFARE

Section A - Salary Schedule and Remunerations

1. Same.
2. The placement schedule contained in Addendum A will be used to establish the starting salary for teachers hired on or after July 1, 2017-2016.
3. through 8. – Same.

Section B - Fringe Benefits

1. Health Insurance
 - a. The Board agrees to contribute \$6785.00-~~\$6,642.98~~ per eligible employee toward the cost of the benefits package for the 2018-2017 insurance plan year.
 - i. Same
 - ii. Same
 - b. Same
 - c. Same
 - d. Same
 - e. Same
 - f. Same
2. Retirement – Same.

Section C – Payroll Deduction for Additional Benefits – Same

Section D – Early Retirement Monthly Benefit – Same

Section E – Deferred Retirement Option Program (DROP) – Same

Section F – Retiree Healthcare Premium

1. Same.
2. Same.
3. The Board agrees to contribute the same amount toward the retiree's life insurance premium each year as it does toward the premium of an active, regular employee. To receive Board contribution towards life insurance, the retiree must be eligible for Board-paid health premiums.
4. Any employee hired on or after January 1, 2014, will not be eligible for the benefits provided for in this section. Any employee hired prior to January 1, 2014, will continue to be eligible for the benefits provided for in this section.

Section G – Meritorious Attendance Incentive Pay – Same

Section H – Group Medical Benefits Recovery Incentive Program (Indemnity – PPO and HMO Programs) – Same

Section I- Employee Assistance Program (EAP) – Same

ARTICLE XIII – DURATION

1. This Agreement shall remain in full force and effect until midnight, ~~June 30, 2020~~, June 30, 2019, except as provided in paragraphs 3 and 4 below and shall automatically be renewed from year to year thereafter unless written notice to modify or amend is given by either party at least ninety (90) days before the aforementioned expiration date. In the event such notice is given, negotiations shall commence within a reasonable time after the giving of such notice.
2. During any reopening of negotiations for changes to take effect during the term of the Agreement, the existing provisions of the Agreement shall remain in full force and effect until modified sections are executed.
3. This Agreement may be reopened upon request of either party if any item is affected by legislature or by mutual consent of both parties.
4. This Agreement shall be reopened for the ~~2017-2018 and 2018-2019~~ and 2019-2020 school years upon request of either party on Article X and Addenda A and B. Other items may be reopened if affected by legislation or by mutual consent of both parties. In addition, the Union and Board may each select three (3) additional items for reopeners.
5. The agreements contained herein constitute a full and complete Agreement between the Union and the Board and shall not be changed, altered, modified or amended by either party except as provided in paragraphs 3 and 4 above.

ADDENDUM A- INSTRUCTIONAL SALARIES – RULES GOVERNING INSTRUCTIONAL SALARIES

1. Instructional Salaries

- a. Instructional Pay Plans
Instructional Pay Plans - All teachers shall be paid according to the applicable performance pay or grandfathered pay plans, established by the economic proposal of this agreement and the rules governing its application. Both plans utilize the Instructional Salary Range, which consists of a minimum and maximum base salary. The attached placement schedule will be used to establish the starting salary for teachers hired on or after July 1, 2017-2016.

b.-j. Same

2. Differentiated Pay – Same.

3. Teaching/Related Creditable Work Experience – Same.

4. Advanced Degree/18 Hour Credit – Same.

5. Full Year of Experience – Same.

6. Pay Dates

For the 2017-2018 school year, all instructional employees shall be paid in twenty-six (26) equal installments. Teachers and school psychologists on a 196 day contract shall receive their first paycheck on August 25, 2017, ~~August 26, 2016~~ and subsequent paychecks will be issued at two (2) week intervals thereafter and five (5) paychecks on ~~May 30, 2018~~ May 31, 2017. All teachers and school psychologists on a 196 day contract will receive a sixth (6th) paycheck on ~~June 13, 2018~~ June 14, 2017, less any unpaid leave time from the final pay period. Instructional employees who work 206 days shall receive their first paycheck on August 25, 2017 ~~26, 2016~~, and all subsequent paychecks at two (2) week intervals thereafter, and will receive five (5) paychecks, including the final, on ~~June 15, 2018~~ June 16, 2017. Instructional employees who work 216 days will receive their first paycheck on August 11, 2017 ~~12, 2016~~, and four (4) paychecks on ~~June 15, 2018~~ June 16, 2017.

7. Termination Pay Dates – Same.

8. Daily Rate Calculation – Same.

9. Hourly Rate Calculation – Same.

10. Marchman 1.2 Salary Rate – Same.

11. James Irvin Education Center and Harry Schwettman Education Center and Achieve Centers of Pasco – Same.

12. Teachers Providing an Additional Period of Instruction – Same.

ADDENDUM A-1

| | |
|---|--|
| Student supervision (voluntary, non-instructional time outside of contract hours) | \$15.00 per hour |
| Attending focus groups | \$14.75 per hour. Effective July 1, 2015, \$15.00 per hour. |
| Training participation | \$14.75 per hour. Effective July 1, 2015, \$15.00 per hour. |
| Attending user groups | \$14.75 per hour. Effective July 1, 2015, \$15.00 per hour. |
| Attend vendor demonstrations | \$14.75 per hour. Effective July 1, 2015, \$15.00 per hour. |
| Training delivery and facilitation (includes development) | Instructors shall receive one and one-half (1 1/2) times their regular hourly rate of pay except those provided for advanced degrees for each meeting hour taught. |
| Training development (no facilitation) | \$18.00 per hour |
| Evaluations (outside of contracted days) | Hourly Rate, exclusive of all supplements except those provided for advanced degrees |
| Head Start Program Requirements | Hourly Rate, exclusive of all supplements except those provided for advanced degrees |
| IEPs (outside of contracted days) | Hourly Rate, exclusive of all supplements except those provided for advanced degrees |
| Screenings (outside of contracted days) | Hourly Rate, exclusive of all supplements except those provided for advanced degrees |
| Servicing Equipment (Job-related, outside of contracted days) | Hourly Rate, exclusive of all supplements except those provided for advanced degrees |
| Staffings (outside of contracted days) | Hourly Rate, exclusive of all supplements except those provided for advanced degrees |
| ESE Testing (outside of contracted days) | Hourly Rate, exclusive of all supplements except those provided for advanced degrees |
| Bid evaluations | \$18.00 per hour |
| Curriculum development | \$18.00 per hour |
| Curriculum mapping | \$18.00 per hour |
| Curriculum revision | \$18.00 per hour |
| Manual revisions | \$18.00 per hour |
| Procedure development | \$18.00 per hour |
| Program development | \$18.00 per hour |
| Test blueprints | \$18.00 per hour |
| Test development | \$18.00 per hour |
| Test review | \$18.00 per hour |
| Item writing | \$25.00 per approved item |
| Item review | \$5.00 per item |
| Teachers working during a declared emergency | Two times their hourly rate |

| 2016-2017-2018 Instructional Salary Range (Base Pay): \$38,790 - \$63,230 \$38,650 - \$63,090 | | |
|---|-------------------|---------------------------------------|
| FL Statute 1012.22 (1)(c)3 -- A district school board may not use advanced degrees in setting a salary schedule for instructional personnel or school administrators hired on or after July 1, 2011, unless the advanced degree is held in the individual's area of certification and is only a salary supplement. | | |
| New Hire Placement Schedule | | |
| Years | Base Pay | |
| | 196 Days | 216 Days |
| 0 | \$38,790 \$38,650 | \$42,748 \$42,593 |
| 1 | \$38,840 \$38,700 | \$42,803 \$42,648 |
| 2 | \$38,890 \$38,750 | \$42,858 \$42,704 |
| 3 | \$38,940 \$38,800 | \$42,913 \$42,759 |
| 4 | \$38,990 \$38,850 | \$42,969 \$42,814 |
| 5 | \$39,040 \$38,900 | \$43,024 \$42,869 |
| 6 | \$39,140 \$39,000 | \$43,134 \$42,979 |
| 7 | \$39,500 \$39,360 | \$43,531 \$43,376 |
| 8 | \$39,850 \$39,710 | \$43,916 \$43,762 |
| 9 | \$40,260 \$40,120 | \$44,368 \$44,213 |
| 10 | \$40,710 \$40,570 | \$44,864 \$44,709 |
| 11 | \$41,220 \$41,080 | \$45,426 \$45,271 |
| 12 | \$41,780 \$41,640 | \$46,043 \$45,888 |
| 13 | \$42,390 \$42,250 | \$46,716 \$46,561 |
| 14 | \$43,050 \$42,910 | \$47,443 \$47,288 |
| 15 | \$43,760 \$43,620 | \$48,225 \$48,071 |
| 16 | \$44,520 \$44,380 | \$49,063 \$48,908 |
| 17 | \$45,330 \$45,190 | \$49,956 \$49,801 |
| 18 | \$46,140 \$46,000 | \$50,848 \$50,693 |
| 19 | \$46,960 \$46,820 | \$51,752 \$51,597 |
| 20 | \$47,770 \$47,630 | \$52,644 \$52,490 |
| 21 | \$48,580 \$48,440 | \$53,537 \$53,382 |
| 22 | \$49,390 \$49,250 | \$54,430 \$54,275 |
| 23 | \$50,250 \$50,110 | \$55,378 \$55,223 |
| 24 | \$51,120 \$50,980 | \$56,336 \$56,182 |
| 25 | \$51,980 \$51,840 | \$57,284 \$57,129 |
| *Supplements for Advanced Degrees | | |
| Degree | Supplement | Supplement (adjusted for 216 days) |
| Bachelors + 18: | \$800 | \$882 |
| Masters: | \$2,700 | \$2,976 |
| Masters + 18: | \$3,400 | \$3,747 |
| Ed Specialist: | \$4,400 | \$4,849 |
| Doctorate: | \$5,400 | \$5,951 |
| *A salary supplement will be paid for advanced degrees. For all employees hired after July 1, 2011, the advanced degree must be held in the employee's area of certification. In order to receive credit for an advanced degree, employees must provide an official transcript of record showing the award of the earned degree to the Office for Human Resources and Educator Quality. | | |

ADDENDUM B - SUPPLEMENT SCHEDULE

1. through 7. – Same.

SUPPLEMENT SCHEDULE - SAME WITH THE FOLLOWING EXCEPTIONS

| ACADEMIC SUPPLEMENTS | DOLLAR AMOUNT |
|---------------------------------------|---------------|
| * Guidance Certified School Counselor | 1568 |
| Assessment Coordinator | 1568 |

ADDENDUM C - Instructional Bargaining Unit Description - SAME WITH THE FOLLOWING EXCEPTION

Assessment Coordinator

*Guidance Certified School Counselor

ADDENDUM E

CONTRACT WAIVER REQUEST

1-8. SAME

School Utilization of Expanded Homeroom/Skinny Periods

The Board and the Union agree to the following procedures when a secondary school wishes to implement an expanded homeroom or "skinny" period that does not alter any existing provision of the Instructional Master Contract:

Applicability

An expanded homeroom or "skinny" period is an additional period of assigned student contact beyond what has been historically expected of teachers at the school, requiring additional time each week planning for instruction, delivering instruction, or assessing student work. It does not include a teacher's performance of traditional homeroom duties like the taking of attendance, facilitation of announcements, supervision of students during club activities, activation of a video or podcast, supervision of sustained silent reading, performance of periodic student scheduling or graduation planning activity, or administering of other infrequently required incidental student activities.

Notification and Implementation Procedures

1. As soon as possible, but no later than February 1, the Principal must submit a written plan for the implementation of the expanded homeroom or "skinny" period to the Director of Employee Relations and the USEP President. The written plan must include a description of how the expanded homeroom or skinny period will provide learning related opportunities for students, how instructional staff members will have input into the development of the homeroom or "skinny" period, and when the staff will vote on the proposed homeroom or "skinny" period.
2. The Principal, Director of Employee Relations, and USEP President shall mutually determine and agree upon the teachers who will be affected by the proposed homeroom or "skinny" period.
3. The final proposal of the homeroom or "skinny" period shall be presented to all bargaining unit members at the school and fully explained by the Principal. The teachers in the bargaining unit, the President of USEP, and the Director of Employee Relations will be given five (5) days' notice of such meeting. At least five (5) days prior to the explanatory meeting, the Principal shall provide a written copy of the proposed plan.
4. A secret ballot will be held under the supervision of the Principal of the school, the Director of Employee Relations/designee, and the President of USEP/designee. The Principal, President of USEP and Director of Employee Relations shall agree to the date, time, method of the vote, and procedures for absentee ballots. The affected teachers in the bargaining unit, the President of USEP, and the Director of Employee Relations will be given three (3) days advance notice of the voting date. A ballot must be given to each teacher eligible to vote and each teacher shall be given the opportunity to cast such ballot. Approval by two-thirds of the teachers eligible to vote is required. A valid vote shall not be rescinded.
5. Any challenge of the voting process, procedure, or results will be referred to the President of USEP and the Director of Employee Relations for resolution.
6. The Principal shall notify the Director of Employee Relations and the President of USEP of the results of the balloting. Approved plans are effective for the following school year and are non-precedent setting.
7. All other provisions of the *Instructional Master Contract*, including Addendum E, Contract Waiver Request, remain unchanged and in full force and effect.

INSTRUCTIONAL ECONOMIC PROPOSAL 2017-2018

The grandfathered pay plan and performance pay plan shall refer to the grandfathered salary schedule and performance salary schedule required by Florida Statute 1012.22. A teacher on an annual contract as of July 1, 2014, shall be automatically placed on the performance pay plan described in this proposal. A teacher on continuing contract or professional services contract will be placed on the grandfathered pay plan as described in this proposal as the default. These employees may opt into the performance pay plan if they affirmatively elect to do so and relinquish their continuing contract or professional services contract and agree to be employed on annual contract, as required by law. An employee who relinquishes his/her continuing contract or professional services contract may not return to the grandfathered pay plan or his/her continuing contract or professional services contract. Accordingly, the Board and Union have agreed to the following:

1. Salaries

A. Salary Schedules

- 1. Salary increases for 2017-2018 will be in compliance with Florida Statute 1012.22 and will be paid according to the performance pay plan and grandfathered plan as described in this proposal.
- 2. \$1,617,242 will be provided for total instructional salary increases. One half of this amount, \$808,621, will be provided for instructional employees to receive a cost of living increase of point three seven five (.375%) of their current base pay, exclusive of all supplements. Instructional employees with an instructional seniority date before June 1, 2017 will be eligible for the cost of living increase described in this paragraph.
- 3. The following formula will be used to determine the distribution of the remaining \$808,621 which will be made available for instructional salary increases pursuant to the performance pay plan and grandfathered pay plan.
 - a. Define the number of teachers in each base category: Grandfather (GF), PFP Effective (E), PFP Highly Effective (HE). Grandfather equals 1 salary factor, PFP Effective equals 1 salary factor and PFP Highly Effective equals 1.33 salary factors.
 - b. For the 2017-2018 school year, summative evaluations for 2015-2016 shall be used to determine whether a teacher on the performance pay plan is Effective or Highly Effective. Teachers who are on the performance pay plan who received less than an Effective summative evaluation for 2015-2016 will not be eligible for an increase in salary under the performance pay plan. Teachers who are on the performance pay plan who did not receive a summative evaluation for 2015-2016 will receive one half of the grandfathered salary factor increase if they worked sufficient days in 2016-2017 to have met the year of service requirement. Teachers who are on the performance pay plan will receive the appropriate increase for earning Highly Effective or Effective as described above if they worked sufficient days in 2016-2017 to have met the year of service requirement. Teachers who are on the grandfathered pay plan will receive the grandfathered salary factor increase if they worked sufficient dates in 2016-2017 to have met the year of service requirement.
 - c. Multiply the number of teachers in each category by the corresponding factor.
 - d. Divide the total amount of funds available by the total teacher factor.
 - e. Multiply the amount determined by the factor for each category to determine salary increase.

| <u>Base Categories</u> | <u>Salary Factor/Share Value</u> |
|-------------------------------|----------------------------------|
| PFP if worked sufficient days | .5 |
| but no 15-16 evaluation | |
| Grandfathered | 1 |
| PFP Effective | 1 |
| PFP Highly Effective | 1.33 |

- 4. Eligible instructional staff will also receive a scholarship under section 1012.731, Florida Statutes (F.S.). The Florida Best and Brightest Teacher Scholarship Program. Any teacher whose summative evaluation for the 2016-2017 school year reflected a rating of "highly effective" shall receive a scholarship of \$1200. Any teacher whose summative evaluation for the 2016-2017 school year reflected a rating of "effective" shall receive a scholarship of up to \$800. The amounts of these scholarships are completely dependent on state funding, and the amounts are subject to change based on the funds dispersed by the state on or before February 1, 2018. The scholarship amounts listed in this proposal are the gross amounts of the scholarships, prior to any employer or employee withholdings (federal income tax, social security, etc.). In addition, the District will provide up to \$585,183 from non-recurring funds to match the final scholarship amounts for instructional staff members that are excluded from the State scholarship program, but otherwise meet the eligibility criteria.
 - 5. The District will cover the cost of additional required contributions to the Florida Retirement System. The District will also continue to provide \$250,000 for non-recurring one-time supplements for teachers who meet the criteria for differentiated pay categories. Teachers will be eligible for this supplement provided that they are employed in Title One eligible or DDD/F schools or are employed and properly certified in critical shortage subject areas as defined by the District from October 1, 2017 – April 30, 2018. For the 2017-2018 school year, Critical Shortage for the purposes of differentiated pay is defined as: Speech Language Pathologist, Teacher - Autism Spectrum Disorder, Teacher - Emotionally Behaviorally Disabled, Teacher - High School Math, Teacher - High School Science, Teacher - Middle School Math, Teacher - Technology Education, Certified School Counselor: Elementary, Middle and High, Teacher - Varying Exceptionalities.
- Teachers are eligible to receive a supplement meeting the criteria for Title One eligible or DDD/F but not both. Teachers on the performance pay plan and grandfathered pay plan are eligible for these supplements.

Differentiated Pay Categories/Supplements

Title One eligible or DDD/F
Critical Shortage

- 6. The placement schedules contained in Addendum A will be used to place instructional employees hired on or after July 1, 2017, onto the instructional salary range.
 - 7. Following the ratification of this agreement and processing of the salary increases outlined above, all teachers will be provided a copy of their contract that will reflect their base salary for the 2017-2018 year.
 - 8. Instructional employees hired after July 1, 2018, will be paid year round on the 26-pay cycle. Those hired before July 1, 2018, will have the option of remaining on the 22-pay cycle with a lump sum payment at the end of the school year or may choose to enter the year round 26-pay cycle. When an employee moves to a 26-pay cycle, he/she will remain on the year round 26-pay cycle and may not opt back into the 22-pay cycle.
- B.** Except as otherwise noted, supplement schedule amounts will remain the same as during the 2016-2017 school year.
- C.** The payment and increases shown above will be provided retroactively to July 1, 2017, for current bargaining unit members employed on the date of Board ratification. However, such increases will not be provided to bargaining unit members who left the District prior to Board ratification for any reason other than retirement.
- D.** In addition, should the District's budgetary status improve during the 2017-2018 school year, the Board and the Union agree to meet to examine the possibility of compensation improvement.

2. Additional Compensation for Secondary Teachers Providing an Additional Period of Instruction

For the 2017-2018 school year, teachers who agree to provide an additional period of instruction beyond what is expected of other teachers at his/her school shall continue to be paid a supplement of \$5,000 annually, or \$2,500 on a semester basis. Full time teachers at Marchman Technical College, except those employed prior to July 1, 1997, shall receive this supplement.

3. Fingerprint Retention Fees

The Board will continue to pay fingerprint retention fees for teachers, estimated to be \$33,960 for the 2017-2018 school year.

4. Fringe Benefits

The Board agrees to contribute \$6785.00 (an increase of \$142.02) per eligible employee, toward the cost of the health insurance benefits package for the 2018 insurance plan year.

The Board's contribution will be used to pay those premiums associated with the fully-insured benefits contained in the health insurance benefit package, to pay all claims and administrative costs incurred and associated with the self-insured benefits contained in the health insurance benefit package, and to contribute towards the insurance reserve account for the self-insured benefits contained in the health insurance benefit package. For the 2017-2018 school year, the District will continue to offer the annual health risk assessment incentive of up to \$250 per employee.

Should there be any surplus once the District has set aside funds to pay all fully insured premiums, all self-insured incurred claims, all administrative costs associated with the health insurance benefits package, and funded the insurance reserve/surplus account to the level identified by the District Insurance Committee, then such surplus will be placed in the insurance reserve/surplus account and applied towards the insurance costs and/or reserve for the 2019 plan year. Should increases in costs for the products and services contained in the health insurance benefit package require an additional District contribution in excess of the operating dollars budgeted for the 2018 benefit year, the Board and the Union will meet to decide how to balance any such deficit.

In addition, the alternative "opt-out" program shall be provided to bargaining unit members with existing coverage who do not choose one of the Board-approved health insurance plans. The amount of this "opt-out" will be \$1,200.

Effective with the 2013-2014 school year, employees receiving the District's health insurance benefit package who terminate employment after working through the final day of his/her respective work calendar shall continue to receive Board contributions towards his/her health insurance benefit package through the end of August of that plan year.

Processing Pay Increases in Anticipation of Ratification

It is the District's and Union's goal for employee pay increases to be paid as soon as possible; therefore, the District and Union agree to process pay increases upon execution of the Tentative Agreement but prior to anticipated ratification. If the bargaining unit does not ratify the 2017-2018 contract, the District and Union agree that the District will collect pay increases paid to employees in anticipation of ratification in the next pay period, unless the District and Union agree otherwise.

MEMORANDUMS OF UNDERSTANDING

ADDITIONAL INTENSIVE READING INSTRUCTION REQUIREMENTS IN THE LOWEST 300 PERFORMING ELEMENTARY SCHOOLS FOR 2017-2018

In July, 2017, the Florida Department of Education (FDOE) identified Pasco Elementary (PES), Fox Hollow Elementary (FHES), West Zephyrhills Elementary (WZES) and Rodney B. Cox Elementary School (RBCES) as among the 300 lowest performing elementary schools in the state. For the 2017-2018 school year, schools including PES, FHES, WZES and RBCES identified as among the 300 lowest performing elementary schools in reading are required by law to provide an additional hour of instruction beyond the normal school day for each day of the 2017-2018 school year for intensive reading instruction.

PES, FHES, WZES and RBCES will be required to schedule a minimum of 900 annual instructional hours for students in grades K-3 and 1,080 annual instructional hours for students in grades 4-5. All four schools already exceed 900 hours per year for students, and the District will be able to adjust students' daily schedule to increase the intensive reading instructional time in compliance with the law. To increase the intensive reading instructional time for grades 4-5 in compliance with the law, in addition to adjusting students' daily schedule, the District will also add fifty (50) minutes to the school day for grades 4-5 to increase the reading time. FHES will also increase the time for K-3 through the implementation of the SIG 4 grant. Accordingly, the District will need to increase the teacher work day by fifty (50) minutes per school day for approximately forty (40) teachers at PES, WZES and RBCES. PES, WZES and RBCES will also need support from an Learning Design Coach (LDC), should the LDC not be interested, instructional coaches will be offered the opportunity for an additional fifty (50) minutes per school day.

The District will ask teachers at PES, WZES and RBCES who are interested in working an additional fifty (50) minutes per school day during the 2017-2018 school year to assist students in grades 4-5 to receive the required additional intensive reading instruction to notify his/her principal by August 9, 2017. Preference will be given to current grade 4-5 teachers at PES, WZES and RBCES who are skilled in motivating students, classroom management, and facilitating blended instruction. Teachers who are selected to work the additional fifty (50) minutes per school day will receive their hourly wage for the 2017-2018 school year.

Nothing in this MOU is meant to conflict with or restrict FHES in the implementation of the SIG 4 grant, specifically additional instruction to be provided to grades K-3 as outlined in the SIG 4 MOU.

Pursuant to 1012.34 F.S., the District will monitor summative evaluation scores of the teachers in these schools. Teachers who are not rated at Effective or higher as defined by the District's approved evaluation system, are not eligible for rehire at these schools. Additionally, as defined in 1012.2315(2)(a), the District must also ensure that the percentage of temporarily certified teachers, teachers in need of improvement, or out-of-field teachers assigned to these schools does not exceed that of the District average.

DIFFERENTIATED ACCOUNTABILITY SCHOOLS TRAINING

For the 2017-2018 school year, the State has identified two (2) Pasco County schools, WZES and RHS, as Differentiated Accountability Schools.

During the 2017-2018 school year, teachers assigned to the DA Schools will be required to attend two three-hour trainings. Teachers will determine how the two, three-hour trainings are to be delivered based on a faculty vote. Options include:

- Three hours on the regularly scheduled planning days at the end of Quarters two and three, or
- Two, three-hour trainings held after school hours on dates determined by administration, or
- Two, three-hour trainings held on Saturdays selected by administration

Teachers who complete the entire training will be compensated at their regular hourly rate for an additional two hours for each of these two trainings. The awarding of professional development points will be consistent with the Staff Development Protocol Standards.

Teachers must be in attendance at an activity to receive compensation for that activity and leave time may not be used to substitute for attendance at any scheduled additional activity.

Transfer Right

Notwithstanding any provision of state law or state board rule, teachers at schools identified as needing assistance through the District's DA action plan who are evaluated by any measure as less than "Effective" for the 2017-2018 school year, may be involuntarily transferred to another position for which they are qualified in the judgment of the Superintendent.

Pursuant to 1012.34 F.S., the District will monitor summative evaluation scores of the teachers in these schools. Teachers who are not rated at Effective or higher as defined by the District's approved evaluation system, are not eligible for rehire at these schools. Additionally, as defined in 1012.2315(2)(a), the District must also ensure that the percentage of temporarily certified teachers, teachers in need of improvement, or out-of-field teachers assigned to these schools does not exceed that of the District average.

ELEMENTARY AND SECONDARY EDUCATION ACT/NO CHILD LEFT BEHIND IMPACT ON INSTRUCTIONAL STAFF

In an attempt to minimize the impact of the Elementary and Secondary Education Act (ESEA)/No Child Left Behind (NCLB) Act on instructional staff, the Board and Union agree to the following provisions.

- It is the Board's intent to keep teachers who are currently "highly qualified" in positions for which they hold a temporary or professional certificate with appropriate coverage.
- The Board shall make every effort to minimize the number of core academic subject areas for which a teacher must obtain a temporary or professional certificate with appropriate coverage.
- The Board shall provide at no cost to the teacher, staff development opportunities for those teachers seeking to add the reading endorsement to their certificate and shall give priority to those teachers identified as needing the reading endorsement.
- The Board shall provide reimbursement for subject area examination fees at the regular administration rate to teachers attempting to become "highly qualified." The Board shall also provide individual teachers reimbursement for a second attempt at passing a specific subject area examination if the teacher is unsuccessful on the first attempt.
- No new teachers will be hired to fill an advertised position vacancy until all current teachers who do not meet the ESEA/NCLB "highly qualified" definition are provided the opportunity to apply for and be interviewed for the position; provided they hold either a temporary or professional certificate with appropriate coverage.
- Teachers wishing to transfer under this provision will make their interest known to the principal within the advertised period and will identify that they are seeking assignment priority in accordance with this Memorandum of Understanding. The Board shall give priority to such current teachers over outside applicants when filling vacant positions. Such priority will not supersede priority for involuntary or voluntary transfers resulting from staff reduction.

The Board and Union agree to revisit and, if necessary, bargain the impacts of the Every Student Succeeds Act (ESSA) on the terms of this memorandum at the time technical assistance and guidance from the Florida Department of Education is available.

EXTENDED SCHOOL YEAR PROGRAM – SUMMER 2017

The following parameters will govern the working conditions of employees who work in a summer Extended School Year programs.

Program Dates: (Student Attendance)

24-Day Summer Reading Camp for Grade 3 June 12, 13, 14, 15, 19, 20, 21, 22, 26, 27, 28, 29, July 3, 5, 6, 7, 10, 11, 12, 13, 17, 18, 19, and 20

12-Day Title I Elementary K/1 Programs June 12, 13, 14, 15, 19, 20, 21, 22, 26, 27, 28, 29

24-Day Title I Part C Migrant Program June 12, 13, 14, 15, 19, 20, 21, 22, 26, 27, 28, 29, July 3, 5, 6, 7, 10, 11, 12, 13, 17, 18, 19, 20

16-Day PEACE Camp June 5, 6, 7, 8, 12, 13, 14, 15, 19, 20, 21, 22, 26, 27, 28, 29

10-Day ESE Program June 12, 13, 14, 15, 19, 20, 21, 22, 26, 27

MS Course Recovery Program Flexible days, up to 20, June 12 – July 20, including EOC remediation

HS Credit Recovery Program - Flexible Days, up to 20, June 12 – July 20, including EOC remediation

16 -Day Title III English Camp for English Language June 12, 13, 14, 15, 19, 20, 21, 22, 26, 27, 28, 29, July 10, 11, 12 & 13

Instructional and Non-instructional Employees

Filling positions:

- Assignment to this program is voluntary.
- Each school principal will notify the staff of the program dates by May 1, 2017.
- Each employee having an interest in working in the program will submit his/her name to the school principal by May 8, 2017.
- Tentative job openings will be announced by the last student day.
- The district's Office for Teaching and Learning will provide notices relative to the Pasco Environmental Adventure Camp Experience (PEACE) program on or about May 8, 2017.
- Each employee, including Bus Drivers, having an interest in working in the PEACE program will contact the Office for Teaching and Learning by May 15, 2017.
- When it is judged that professional qualifications and ability are substantially equal among applicants for the program to be offered, district seniority shall prevail.
- When filling positions, employees within the bargaining unit shall be given priority over other applicants.

- The previous procedure to select transportation employees for the school year assignments will continue to be used, with the following exception. Bus Drivers and Transportation Assistants who select a route and resign or work less than half of the days of the selected route in ESY for the summer of 2017 will be placed at the bottom of the selection list for ESY for the summer of 2018, unless the reason for resigning or working less than half of the days is for one of the following reasons and is supported by appropriate documentation as determined by Transportation Department administration: a health concern that prohibits the employee from working or a health concern of an immediate family member of the employee and the employee is needed to care for the family member, family emergency, or jury duty.

Work Schedule:

Teachers

10-Day ESE Program

- 1 day of pre-planning at 7.5 hours June 9, 2017 (hours are flexible)
- 10 days at 4.0 hours per day (3.5 hours of student instruction and .5 hour of planning)

Total Days: 11 Total Hours: 47.5

Middle School Course Recovery Program – up to 20 days as allocated by District

- 1 day of pre planning at 7.5 hours June 9, 2017
- 10 days at 8.5 hours per day (7 hours of student instruction 1 hour of planning and .5 hour of lunch)

Total Days: 11 Total Hours: 92.5

OR

- up to 20 half days at 4.0 hours per day (3.5 hours of student instruction and .5 hour of planning)

Total Days: up to 21 Total Hours: 87.5

16-Day Title III English Camp for English Language

- 1 day of pre-planning at 7.5 hours – June 9, 2017 (hours are flexible)
- 16 days at 4.0 hours per day (3.5 hours of student instruction and .5 hour of planning)

Total Days: 17 Total Hours: 71.5

16-day PEACE program (Elementary, Middle, & High School)

- Site-based Teacher - 2 days of planning @ 7.5 hours on June 2, 2017 (hours are flexible) and June 29.
- 16 days at 8.5 hours per day (student instruction)
- Non-site-based teachers - 4.25 hours per week of planning June 2, June 9, June 16, June 23
- 4.0 hours of voluntary training on May 31 (after hours) and June 1. Teachers who attend this training will be paid a stipend of \$15.00 per hour.
- 16-days at 8.5 hours per day (student instruction)

Total Days: 16 @ 8.5, 2 @ 7.5 for Site Based Teachers = 151 for Site Based Teachers

Total Days: 16 @ 8.5, 4 @ 4.25 for Site Based Teachers = 153 for Non-Site Based Teachers

24-Day Title I Migrant Portable Assistance Study Sequence (PASS) in home tutoring

- 1 day of pre-planning at 7.5 hours – June 9, 2017 (hours are flexible)
- 24 days at 4.0 hours per day (3.5 hours of student instruction and .5 hour of planning)

Total Days: 25 Total Hours: 103.5

12-Day Title I Elementary K/1 Programs

- 1 day of pre-planning at 7.5 hours - June 6, 2017
- 12 days at 4.0 hours per day (3.5 hours of student instruction and .5 hour of planning)

Total Days: 13 Total Hours: 55.5

24-Day Grade 3 Summer Reading Camp

- 1 day of pre-planning at 7.5 hours - June 6, 2017
- 24 days at 4.0 hours per day (3.5 hours of student instruction and .5 hour of planning)

Total Days: 25 Total Hours: 103.5

High School Credit Recovery -up to 20 days as allocated by District

- 1 day of pre planning at 7.5 hours – June 9, 2017
- 10 days at 8.5 hours per day (7 hours of student instruction, 1 hour of planning and .5 hour of lunch)

Total Days: 11 Total Hours: 92.5

OR

- up to 20 half days at 4.0 hours per day (3.5 hours of student instruction and .5 hour of planning)

Total Days: 21 Total Hours: 87.5

EOC Administration Window

- HS: 72 hours of test administration for the Algebra 1, Geometry, Biology and US History EOC.
- MS: 36 hours of test administration for the Civics EOC.

ESE Instructional Assistants

- 4.0 hours per day for either 10 or 24 day program.

Total Days: 10 (10 day program)

Total Hours: 40 (10 day program)

24 (24 day program)

96 (24 day program)

Pay Rate

All employees will be paid at their regular hourly rate based upon the 2016-2017 salary schedule or range.

Pay Dates

Employees working one of the programs will be paid as listed below:

| | <u>Pay Date</u> | <u>Pay/Work Period</u> |
|----------------|-------------------------------|------------------------|
| 10-Day Program | 6/30/17 (4 days + 1 Planning) | June 12-15 |
| | 7/14/17 (6 days) | June 19-27 |
| 12-Day Program | 6/30/17 (4 days + 1 Planning) | June 12-15 |
| | 7/14/17 (8 days) | June 19-29 |
| 16-Day Program | 6/30/17 (as worked) | June 5-15 |
| | 7/14/17 (as worked) | June 19-29 |
| | 7/28/17 (as worked) | July 1-14 |
| | 8/11/17 (as worked) | July 15-28 |
| 20-Day Program | 6/30/17 (8 days + 1 planning) | June 5-15 |
| | 7/14/17 (8 days + 1 planning) | June 19-29 |
| | 7/28/17 (4 day) | July 1-14 |
| 24-Day Program | 6/30/17 (4 days + 1 Planning) | June 12-15 |
| | 7/14/17 (8 days) | June 19-29 |
| | 7/28/17 (8 days) | July 1-14 |
| | 8/11/17 (4 days) | July 15-20 |

Sick Leave Accrual

Employees who work the 20 or 24 day program and high school teachers who work a full day (2 single sessions) will earn .5 day sick leave.

Absences

- All 10-16 day program employees' absences will be without pay. These employees are not eligible to use previously earned sick leave for pay purposes.
- 24 day program employees may use sick leave.

Substitutes

A regular employee who substitutes in this program will be paid his/her regular hourly rate.

FLORIDA'S K-12 COMPREHENSIVE RESEARCH-BASED READING PLAN AND PROFESSIONAL DEVELOPMENT PROTOCOL STANDARDS – DATE UPDATED

IMPLEMENTATION OF THE STUDENT SUCCESS ACT FOR THE 2015-2016 AND 2016-2017 2017-2018 SCHOOL YEAR

The Board and the Union have agreed to the following in an effort to comply with the Student Success Act passed by the Florida Legislature during the 2011 legislative session. This memorandum will supersede sections of the current collective bargaining agreement, where indicated, to comply with the Student Success Act. During the

2017-2018 school year, the Board and Union agree to continue improving the teacher evaluation system to provide greater emphasis on professional coaching and growth, with expected implementation in 2018-2019.

A. Definitions

1. The term state assessment shall refer to any standardized state-approved assessment for a given course or subject.
2. The term district assessment shall refer to any District-created and/or adopted assessment for a given course or subject.
3. The term alternative assessment shall refer to assessments other than state assessments or district assessments described above. The Board and the Union agree that they will continue discussions throughout the ~~2015-2016 and 2016-2017~~ 2017-2018 school year regarding the use of such alternative assessments.
4. The term value added model shall refer to any formulae adopted by the state for the purpose of measuring student learning growth for summative evaluation purposes.
5. The term student performance measure (or metric) shall refer to the percentage of students meeting or exceeding the expectations established by a state-approved value added model formula(e), state assessment standards, or District-approved assessment/instrument unless otherwise specified.
6. The term three years of data shall refer to the current year plus the two immediately preceding school years of student growth measures.
7. The term teacher observation instruments shall refer to the forms and rubrics developed by Dr. Robert Marzano and adopted and/or modified by the District for teacher evaluation purposes. These Marzano forms include the following:
 - a. Rubrics – Lesson Segments Involving Routine Events (5 components)
 - b. Rubrics – Lesson Segments Addressing Content (18 components)
 - c. Rubrics – Lesson Segments Enacted on the Spot (18 components)
 - d. ~~Rubrics – Planning and Preparing (8 components)~~
 - e. Rubrics – Reflecting on Teaching (5 components)
 - f. ~~Rubrics – Collegiality and Professionalism (6 components)~~
 - g. ~~Planning Conference – Structured Interview form (Pre-Conference)~~
 - h. ~~Reflection Conference – Structured Interview form (Post-Conference)~~
8. The term nonclassroom teacher observation instruments shall refer to the forms and rubrics developed by the District and the Florida Department of Education and adopted and/or modified by the District for teacher evaluation purposes or to the Marzano Causal Evaluation Model.
9. ~~The term formal/announced observation shall refer to extended classroom visits by administrators to document a teacher's use of the classroom behaviors and strategies identified on the classroom and nonclassroom teacher observation instruments, as well as to assess a teacher's progress towards his/her Deliberate Practice goal(s). For the purpose of conducting a pre-conference, teachers will be given a one week window during which the formal/announced observation will be held.~~
10. ~~The term formal/announced observation cycle shall refer to the pre-observation conference, the formal observation and the post-observation conference. The pre and post observation conferences are an integral part of the formal observation cycle, however only completion of the post observation conference shall be required in the electronic observation platform.~~
11. ~~The term informal/unannounced observation classroom visit shall refer to unannounced classroom visits by administrators to document a teacher's use of the classroom behaviors and strategies identified on the teacher and nonclassroom observation instruments, as well as to monitor a teacher's progress towards his/her Deliberate Practice goal(s). Such visits will generally be for the length of a lesson, not to exceed 50 minutes. Feedback will be provided to the teacher through the electronic observation platform and will be additional data points in the observation cycle.~~
12. The term scorable element shall refer to a classroom behavior or strategy that was used, or should have been used, by a teacher during an observed lesson.
13. The term electronic observation platform shall refer to the online instructional and leadership improvement system that the District has acquired to provide a technological platform for the new teacher evaluation system.

B. Summative Evaluation Components

The teacher evaluation system shall consist of three (3) components:

1. Status Score –The Status Score is generated through administrative observation using the classroom or nonclassroom observation instruments for Domain One. ~~Domains One (60%), Two (30%), and Four (10%) shall be weighted within this component.~~
2. Student Performance Measure Score –The Student Performance Measure Score for the State's Value Added Model (VAM) represents the percentage of students who meet or exceed the learning goal established by the appropriate assessment/instrument unless otherwise specified in Florida Statutes or State Board of Education rules.
3. Deliberate Practice Score – This component will be additive and represents points that will be added to the teacher's Status Score prior to it being averaged with the Student Performance Measure Score for the final summative evaluation score. Deliberate Practice score is generated through administrative observation of one (1) Domain 1 element that the teacher and observing administrator select as a targeted element of instructional practice focus. Deliberate Practice will be scored in Domain Three with twenty percent (20%) ~~fifteen percent (15%)~~ of the total score earned for this Domain being the additive points. Teachers design a Deliberate Practice Plan for continuous improvement and analyze progress on professional development activities, including those related to the Deliberate Practice Plan.

C. Instructional Practices Score

The District has selected the state approved Marzano Causal Teacher Evaluation Model, including Domains ~~One, Two, and Four~~, for the purposes of evaluating the quality of teachers' instructional practices and the Florida Department of Education model for some nonclassroom teachers. The District shall utilize the teacher observation instruments provided as part of these models. The Instructional Practices Score will be comprised of the Status Score plus the Deliberate Practice Score.

D. Administrative Observations

1. ~~Observations will include informal/unannounced and formal/announced observations. Regardless of the type of observation, it Not all administrative classroom visits will result in feedback. Data collected for the purposes of evaluation will have feedback entered into the electronic observation platform as close to the observation date as possible, but no later than ten (10) work days, to provide current and reliable feedback to teachers. Teachers will receive at least one formal/announced observation in the first semester of the year and at least one informal/unannounced observations in the second semester of the year. Should an administrator attempt an unannounced, informal observation – a classroom visit on a day or class period that the teacher believes will result in a less than Effective rating, the administrator and teacher will agree to conduct the observation classroom visit at another time, for one occasion only, unless a scheduling conflict precludes this option.~~
2. ~~For the purposes of evaluating Domain 1, data for scoring will come from a series of classroom visits over time teachers will have their observations individually rated and then averaged to determine the final Domain 1 score. Post conferences may be requested by administrator or teacher following any classroom visit. Teachers will have at least two visits with feedback prior to an administrator request to finalize scores. At such time, the teacher may choose to leave the observation open for additional classroom visits in order to collect additional data points. If Deliberate Practice has not been sufficiently observed during the classroom visits observations, the teacher will provide to the administrator a window of time (i.e. a week) during which an informal/unannounced observation additional classroom visits will take place for the purposes of capturing data for the teacher in this element.~~
3. ~~Teachers working less than half the year plus one day, either due to late hire or approved leave, will receive an informal/unannounced observation classroom visits solely for the purpose of providing exposure to the observation system and formative feedback.~~
4. ~~Teachers will be given a one week window during which the formal/announced observation will be held at which time a teacher may request a pre-conference. All summative teacher observations and feedback meetings for Domain 1 will be completed no later the last school day of April. The administrator will enter into the electronic observation platform a mid-year status for Domains 2, 3, and 4 no later than the end of first week of Semester Two in order to provide feedback to teachers. This will be a progress monitoring tool only. All observations classroom visits and feedback meetings for the Instructional Practices Score will be completed no later than the end of the third quarter, three weeks prior to the end of the school year. By mutual consent, the Domain 1 observation may be finalized earlier. Should the administrator responsible for providing the assessment not meet the date designated for the completion of the assessment, the administrator will inform the teacher of the reason for the delay.~~

E. Notification of the Evaluation Process and Performance Deficiencies

1. The timelines for explaining and discussing the evaluation process specified in Article VII, Section H shall be held in abeyance.
2. All teachers will receive continued development in the Marzano Causal Teacher Evaluation Model including embedded professional development. Information regarding the Marzano Causal Teacher Evaluation model will also be available on the ~~Office for Professional Development and School Supports myPGS Website.~~
3. The observation cycle has been designed to incorporate the elements of the NEAT process into the post-observation conference and reflection process. In the event that a principal determines that a teacher is performing at an "Unsatisfactory" or "Developing/Needs Improvement" level, the procedures outlined in Article VII, Section H-6 shall be implemented to the extent they are not included or already covered by the formal observation cycle. Teachers are entitled to Union representation in meetings scheduled outside of the formal evaluation/observation cycle to discuss the teacher's performance.

F. Student Performance Measure Score

Where less than three (3) years of data are available for teachers new to the District, the data that are available will be used.

G. Scoring of the Summative Evaluation

The District will use the state identified rating labels of "Highly Effective," "Effective," "Developing/Needs Improvement," and "Unsatisfactory." The District's adoption of the Marzano Causal Teacher Evaluation Model incorporates rubrics, weighting scales, and a scoring system to define and decide a teacher's summative evaluation rating. The following scoring system will be utilized for all teachers:

1. Status Score Component (65% of the overall summative score)
Teachers will receive a numeric score ranging from 1 to 4, with 4 representing "Highly Effective" and 1 representing "Unsatisfactory" ~~for each based on the elements rated in Domain One. An average of the weighted scores for Domains 1, 2, and 4 and will be designated as follows: serve as the Status Score.~~
~~For Domain 1 (6065% of the Status Score):~~
 - a. "Highly Effective" – All requirements for Effective At least 60% of scorable elements at Level 3 (Applying) or higher and no scorable elements at Levels 0 and/or 1 (Not Using and/or Beginning) and at least one (1) 15% of scorable elements in Domain One at Level 4 (Innovating) in 2015-2016, and 25% in 2016-2017.

- b. "Effective" – At least 60% of scorable elements at Level 3 (Applying) or higher
- c. "Developing/Needs Improvement" – Less than 60% of scorable elements at Level 3 (Applying) or higher and less than 50% of scorable elements at Levels 0 and/or 1 (Beginning and/or Not Using).
- d. "Unsatisfactory" – At least 50% of scorable elements at Levels 0 and/or 1 (Beginning and/or Not Using).

For Domain 2 (30% of the Status Score) and Domain 4 (10% of the Status Score):

- a. "Highly Effective" – At least 65% of scorable elements at Level 3 (Applying) and no scorable elements at Levels 0 and/or 1 (Not Using and/or Beginning);
- b. "Effective" – At least 60% of scorable elements at Level 3 (Applying) or higher.
- c. "Developing/Needs Improvement" – Less than 60% of scorable elements at Level 3 (Applying) or higher and less than 50% of scorable elements at Levels 0 and/or 1 (Beginning and/or Not Using);
- d. "Unsatisfactory" – At least 50% of scorable elements at Levels 0 and/or 1 (Beginning and/or Not Using).

- 2. Student Performance Component (35% of the overall summative score)

The Student Performance Component will be implemented as it was in the 2016-2017 school year. The parties agree to meet to review and discuss concerns regarding the application of any new measures introduced in the 2017-2018 school year.

The following will be used where a value added model is available and as appropriate, unless state statute or state board rule specifies otherwise. For other instruments an appropriate classification will be determined to best reflect student performance measure attributed to the teacher.

- 1. "Highly Effective" – At least 75% of applicable students meet or exceed the expectations established by the state approved value added model(s) for a rolling three (3) year period.
- 2. "Effective" – At least 40% but less than 75% of applicable students meet or exceed the expectations established by the state approved value added model(s) for a rolling three (3) year period.
- 3. "Developing/Needs Improvement" – At least 20% but less than 40% of applicable students meet or exceed the expectations established by the state approved value added model(s) for a rolling three (3) year period.
- 4. "Unsatisfactory" – Less than 20% of applicable students meet or exceed the expectations established by the state approved value added model(s) for a rolling three (3) year period.

- 3. Deliberate Practice Score (Additional points added to the Status Score)

The level at which a teacher attains his or her goal on the Domain 1 element will be given a numeric score ranging from 1 to 4, with 4 representing "Highly Effective" and 1 representing "Unsatisfactory." This number will be calculated as part of the average for Domain Three which will serve as the Deliberate Practice Score.

- a. "Highly Effective" – When a teacher improves three (3) levels on his/her target Deliberate Practice element(s), or when a teacher improves from "Applying" to "Innovating" on his/her target Deliberate Practice element(s).
- b. "Effective" – When a teacher improves two (2) levels on his/her target Deliberate Practice element(s), or when a teacher improves from "Developing" to "Applying" on his/her target Deliberate Practice element(s).
- c. "Developing/Needs Improvement" – When a teacher improves one (1) level on his/her target Deliberate Practices element(s).
- d. "Unsatisfactory" – When a teacher does not improve on his/her target Deliberate Practice element(s).

- 4. Final Score Calculation

- a. Teachers will receive numeric scores ranging from 1 to 4, with 4 representing "Highly Effective" and 1 representing "Unsatisfactory" for the Status Score, Student Performance Measure, and Deliberate Practice components.
- b. A teacher's Deliberate Practice Score will be multiplied by twenty percent (20%) ~~fifteen percent (15%)~~ and added to the teacher's Status Score to form the Teacher's Instructional Practices Score.
- c. The Instructional Practices Score (weighted at 65%) and Student Performance Measure Score (weighted at 35%) will be averaged together to provide the final summative evaluation score.
- d. Final scores between 3.5 and 4.0 will represent "Highly Effective;" final scores between 2.5 and 3.4 will represent "Effective;" final scores between 1.5 and 2.4 will represent "Developing/Needs Improvement;" and a final score of less than 1.5 will represent "Unsatisfactory."

- 5. Once the final summative score and ratings are calculated, an administrator will arrange to meet with the teacher to discuss the teacher's overall summative evaluation score for the school year. Any teacher receiving a summative evaluation rating of "Unsatisfactory," or any teacher receiving his/her second consecutive summative rating of "Unsatisfactory" or "Developing/Needs Improvement" will be entitled to union representation during this summative evaluation conference, and will also be provided the opportunity to participate in the Teacher Assistance Team.

H. Teacher Contracts and Impact of the Summative Evaluation of Teachers' Contractual Status

Effective July 1, 2011, the procedure for awarding employment contracts to teachers was amended as defined by Florida Statutes. Should any language in the Instructional Master Contract regarding employment contracts be contrary to Florida Statutes, Florida Statutes shall prevail.

I. Reduction in Force

- 1. Should the District need to reduce the number of teachers in the District, ~~prior to the completion of the summative evaluations for the 2013-2014 school year,~~ the provisions of Article VII, Section G shall apply with the following modifications:
 - a. Any required reductions will first be based upon teacher's previous school year's evaluations.
 - b. Those teachers with an "Unsatisfactory" rating or who are on performance probation in accordance with Florida Statute 1012.34 shall be reduced first.
 - c. If additional reductions are required, the provisions of Article VII, Section G shall apply.
- 2. After the completion of the summative evaluations for the previous school year, any required reductions will first be based upon teachers' most recent final summative evaluation rating. Teachers rated as "Unsatisfactory" shall be reduced first, teachers rated as "Developing/Needs Improvement" within the area of assignment being reduced shall be reduced next, teachers rated as "Effective" within the area of assignment being reduced shall be reduced third, and teachers rated as "Highly Effective" within the area of assignment being reduced shall be reduced last. The order of reduction within a given performance level shall be determined in accordance with Article VII, Section G.

J. Evaluation Review and Monitoring

- 1. The Board and the Union agree to establish a Teacher Evaluation System Sub-Committee to be comprised of members mutually agreed upon by the Superintendent and President of USEP. This committee will be convened as needed to review the implementation of the teacher evaluation system, to monitor the results of the evaluation process, the electronic observation platform, and to make recommendations for ways to modify the teacher evaluation system for compliance with applicable laws, grant requirements, and best practices.
- 2. The Board and the Union have reserved the right with the Florida Department of Education to amend the teacher evaluation process within the guidelines established by applicable laws, grant requirements, and the applicable collective bargaining agreement.

K. Conformity to Law and the Instructional Master Contract

Nothing contained herein shall be construed to deny teachers of any rights conferred by the Instructional Master Contract with the exception of the provisions contained within this Memorandum of Understanding and/or the state-approved Teacher Evaluation Plan submitted to the Florida Department of Education as agreed to by both parties. Should any provision of this Memorandum of Understanding or the statutes serving as its foundation be found to be contrary to law, the provisions of Article XII, Section A shall apply.

PASCO'S VIRTUAL INSTRUCTION PROGRAM – DATES UPDATED

RETENTION OF FINGERPRINTS, AND FIVE (5) YEAR NATIONAL CHECK

Florida Statutes require the submission of teacher fingerprints to the Florida Department of Law Enforcement (FDLE) automated fingerprint identification system, annual monitoring, and resubmission of the fingerprints every five (5) years.

The monitoring fee, currently \$6.00 per employee, must be paid each year, and the resubmission fee, currently ~~\$12.00~~ \$14.75 per employee, must be paid every five (5) years.

In order to comply with the law and provide a benefit to teachers, the Board and the Union agree to the following:

- 1. The Board will pay the monitoring fee.
- 2. The Board will pay the fee for the five (5) year resubmission.

The estimated fees for this year is ~~\$33,960~~ \$32,884.

SCHOOL CHOICE PREFERENCE EMPLOYEE REQUEST

- 1. A teacher assigned to a school site shall have ~~p~~Preference shall be given to the child(ren) of an employee his/her request to have his/her child(ren) (i.e., any child in his/her custodial care) to attend school at ~~the his/her employee's assigned worksite, or within the feeder pattern,~~ unless the following prevents granting the request:
 - a. The appropriate educational program does not exist at that site, or
 - b. Other extenuating circumstances (i.e., expulsion, serious disciplinary infractions, class size requirements, etc.) exist that may be cause for the child(ren)'s nonattendance.

The teacher ~~employee~~ may appeal any denied request to the ~~Director,~~ Office for Teaching and Learning, or designee. The decision of the ~~appeal Director, or designee~~ shall be final.

- 2. ~~In the event a teacher requests placement of his/her child in a school other than the actual school in which he/she works in order to continue the child's attendance in the feeder pattern of that school, subject to the approval of the Director of the Office for Teaching and Learning, or designee, and the Superintendent, the request will be granted. The decision of the Director of the Office for Teaching and Learning, or designee, and the Superintendent will be final.~~

The Board and the Union agree to meet to discuss the implementation of this MOU and its application to new legislation as needed during the 2017-2018 school year.

SCHOOL IMPROVEMENT GRANT – FOX HOLLOW ELEMENTARY SCHOOL

The 2017-2018 school year, will be the first of a five-year School Improvement Grant (SIG), authorized under section 1003(g) of Title I of the Elementary and Secondary Education Act of 1965 (Title I or ESEA) awarded to Pasco County Schools for Fox Hollow Elementary School. School Improvement Grants are grants made to state educational agencies (SEAs) that SEAs use to make competitive subgrants to local educational agencies (LEAs) that demonstrate the greatest need for the funds and the strongest commitment to use the funds to provide adequate resources in order to substantially raise the achievement of students in their lowest-performing schools. Based upon research and experience gained through the course of three SIG 1003(g) cohorts, the Florida Department of Education (FDOE) has developed the following theory of action to guide the work for SIG Cohort 4.

The grant is planned for and written in a deliberate way such that the school will be able to sustain improvements beyond the project time period. The project is front-loaded with professional development, including on-site coaching that focuses on high-impact strategies designed for overall student achievement. Working with Solution Tree to become a model PLC School, establishing and maintaining highly impactful PLCs will become the linchpin that drives overall school improvement. Through highly effective PLCs, teachers will plan for instruction and assessment in a way that reaches all students through a strong Tier I approach. Over time, as Tier I instruction improves, there will be less need to administer Tier II and Tier III structures. Teachers will be able to use the research-based and standards-aligned curriculum and instructional tools. As a result of the additional learning time in the first three years of the grant, in combination with the strategies previously listed, the achievement gap will close over time and the additional learning time will no longer be needed.

Additional Work Days

All instructional staff at FHES will work an additional two days during the 2017 summer. These days will be used to develop our vision and expectations for the 2017-2018 school year, as well as participate in professional development related to our new assessment system and student engagement tool. There will be three additional professional development days in the summer of 2018, prior to August 1, 2018.

Additional Work Time

Faculty and staff currently working 7.5 hours per day at FHES will work an additional fifty (50) minutes per day. This additional fifty minutes will be student contact time with a focus on reading instruction as directed under the Lowest 300 Performing Elementary legislation. Teachers will work an eight-hour and twenty-minute day (8:05-4:25) for the duration of the first year of the grant. With the combination of the Lowest 300 designation and the SIG 4 grant, FHES is using a school-wide approach to improvement by mirroring the work of K-3 with the work of the 4th and 5th grades.

Compensation for Additional Work Time

Any additional work days associated with this grant shall be paid at each individual teacher's regular daily rate of pay. Teachers who do not attend these additional days will not be compensated for this additional work time and are not eligible to utilize accumulated leave on these days.

The additional fifty (50) minutes per day worked in accordance with this Memorandum of Understanding will be paid at each individual teacher's hourly rate of pay. Because this time is in addition to the teacher's regular work calendar and work schedule, teachers utilizing leave will not be compensated for this additional fifty (50) minutes and all leave will be deducted at the standard 7.5 hours from the employees' available leave balance.

Performance Incentive

The terms of the grant provide for a bonus system based on student performance in the later phases of the grant. The 2017-2018 school year will be a baseline year and will not be included in the calculation of any such future bonuses. That Board and Union will meet during the 2017-2018 school year to negotiate the terms of this bonus system that are proper subjects of collective bargaining.

Teacher Training

Professional development will be offered throughout the year, both during the school day and outside the contracted day. In addition, faculty will attend a two-day retreat on August 1 and August 2, 2017, to define the way of work and participate in Nearpod and NWEA testing training. All staff will be expected to take part in professional development opportunities including PLC at Work by Solution Tree, Kagan Cooperative Structures, and content-specific professional development. Future professional development opportunities connected with this grant will be announced as they are determined, and any mandatory professional development will be negotiated prior to implementation.

Teacher Evaluation

Instructional staff are to be evaluated based on the District's approved teacher evaluation system. SIG funding will allow the District to incorporate student results in a research-based, vertically-aligned and standards-aligned student assessment system.

In accordance with Florida's Differentiated Accountability legislation and other requirements established by law, teachers at FHES who receive an overall summative evaluation rating of "unsatisfactory" or "needs improvement" shall be subject to probationary release as provided by law, non-reappointment as provided by law, termination as provided by law, or involuntary transfer into another position for which they are qualified in the judgment of the Superintendent.

School Transfers and Reassignments

In order to meet SIG requirements, FHES will be exempt from the provisions of Article VII, Sections F & G, to the extent that they require FHES to accept the transfer of a teacher into the school without the principal's and teacher's consent.

Monitoring of Grant Progress

In order to facilitate the flow of information and to help resolve concerns that may arise as part of the SIG implementation process, the District and Union agree to include discussions about the FHES SIG as part of their ongoing planning related to teacher evaluations, performance pay, and Differentiated Accountability.

As a condition of continued funding of this SIG grant, the State has clearly articulated the expectation that identified schools will add additional student contact time which will be required for the duration of the grant.

Agreement Contingent Upon Funding and Department of Education Approval

All funds used to implement the above provisions will come from SIG dollars, and not from general revenue sources that would otherwise be available for salary increases. Moreover, the provisions contained within this Memorandum of Understanding are contingent upon continued FDOE approval of FHES's SIG application and sufficient funding being provided through the SIG and Lowest 300 categorical dollars. Nothing in this MOU is meant to conflict with or restrict the implementation of the SIG 4 grant at FHES.

Upon entering the second year of SIG implementation, should FHES be identified by the state as a Lowest 300 school for the 2018-2019 school year, teachers employed by the school on or before August 7, 2017, and who remain at the school for the entire 2017-2018 school year will be offered the opportunity to enter the involuntary transfer process for placement at another school for the 2018-2019 school year. Teachers from other schools who are being involuntarily transferred because of staff reductions shall have priority in transfer and may be placed prior to teachers requesting a transfer out of FHES. A FHES teacher who wishes to request a transfer, shall do so in writing to their principal no later than May 1, 2018, in order to be considered for placement.

VOLUNTARY COVERAGE PROCESS– DATES UPDATED

VOLUNTARY PRE – K (VPK) PROGRAM – SUMMER -2017

The District School Board of Pasco County and the United School Employees of Pasco mutually agree to the following provisions in order to implement the state-mandated Voluntary PreK (VPK) program for Summer 2017. This program will continue to require considerable flexibility in order to be successful. Therefore, the parties agree to the following:

- a. Assignment to this program is voluntary.
- b. The District's PreK Services will provide notices relative to the VPK program dates with an attachment to the VPK instructional application on or about May 1, 2017.
- c. Each employee having an interest in working in the program will submit his/her application to the district's Early Childhood Programs department May 12, 2017.
- d. Tentative job openings will be announced by the last student contact day.
- e. In accordance with Florida Statute 1002.61(4) and DOE directive, the District shall give priority to teachers who have experience or coursework in early childhood education.

Prior experience in the following is also desired:

1. School District's Head Start/VPK program
 2. PreK VE Teacher
 3. Previous School District Summer VPK experience
 4. Kindergarten/Primary Teacher
 5. Previous Child Care Experience
 6. Elementary Teaching Experience
- f. Teachers must hold a valid Florida educator certificate under s.1012.56, F. S.
Certification in the following fields will be given priority:
 1. PreK/Primary (PreK- 3rd)
 2. Preschool Education (0-4)
 3. Primary Education (K-3rd) or Early Childhood
 4. Elementary
 5. Family and Consumer Science Education
 6. Any other certified staff
 - g. When it is judged that professional qualifications and ability are substantially equal among applicants for the program to be offered, district seniority shall prevail.

- h. If the option to split a position is offered, but there is not another applicant who applies with whom to split the position, priority will be given to an applicant who applies to work full-time position.

Program dates:

a. Full or Part Time Teachers

Teacher Calendar: June 5 through July 31, 2017 (34 work days)

Planning /Training Days: June 5 and July 31 – 7.5 hrs/day; June 6 – 9.5 hrs/day Staff would have the option to work full time or split a position. The split position would not to exceed 37.5 hours per week. The split will be determined by the worksite administrator (ie: 3 days/2 days; 2.5 days per week; half day per teacher). Planning time will be split in the same manner as the work week.

Work Day: Full Day Session: 7:00 am – 5:15pm (10.25 hrs/day)

Days: 34 Total Hours: Full Day: 342.25

b. Less Than Full Time

Teachers are eligible for employment in this program on a less than full time basis as needed to provide coverage. The total days and total hours of such an assignment will be dictated by the need.

Total Days: Determined by Need Total Hours: Determined by Need

c. Student Calendar

June 7 through July 27, 2017 (June 16, 23, 30 July 4, 14, 21, 28 off)

Student Day: 7:30 am – 5:00 pm

Job Expectations:

- a. Each teacher is assigned a maximum of 12 children.
- b. Every teacher is expected to eat meals with the children as part of the instructional program.
- c. Every teacher is expected to participate in outdoor play activities with the children.
- d. Children may need toileting assistance. There may be some who are not toilet trained.
- e. There will be specific curriculum/lesson plans that must be followed.
- f. The teacher will be co-located in a classroom with another teacher, where possible.
- g. Instructional materials and supplies will be provided to all teachers during this program.
- h. Teachers will be trained to administer pre and post assessments.
- i. Teachers must adhere to all VPK requirements for Standards, curriculum, assessment and any other program requirements according to the State and District.

Potential Reductions in Force (RIF):

Since this program is funded separately from other district programs and student attendance is the sole factor in determining funding, there may be a need to reduce staff at a specific worksite in order to be cost effective. The following provisions will guide the reduction of instructional staff:

- a. In compliance with State ratios, when funding does not sustain the cost of staffing enrollment reduction of staff may occur. Reductions in staff will be conducted by site and led by the site administrator in coordination with the Early Childhood Programs Department.
- b. For purposes of this procedure and in accordance with state statutes and DOE directives, should the need to reduce staff arise at any of the respective sites, the aforementioned certification areas will be the first factor considered.
- c. If funding or enrollment does not support the necessity to maintain staff, the District can consider changing a teacher allocation(s) to Instructional Assistant allocation(s).

Sick Leave Accrual:

Employees will earn one (1) day of sick leave for working the full 34-day schedule. The time earned will equal the length of the teacher's scheduled work day, 10.25 hrs. for full day teachers and less if part-time. Teachers who work a half-day or who work a split schedule totaling 20 or more days will earn .5-day sick leave. Teachers shall only have a right to use the sick leave earned during this program and not use days from their normal sick leave balance. Should a teacher complete this program and have the earned sick day remaining, that time shall be added to the teacher's regular sick leave balance for use during the regular school year.

Instructional Assistants:

Up to one (1) Instructional Assistant per class may be allocated if an odd number of classes are located at the site.

Pay Rate:

- Teachers will be paid an hourly rate of \$26.06 for all hours worked.
- Instructional Assistant(s) will receive their hourly rate of pay.
- Substitutes in this program will be paid an hourly rate of \$26.06 for all hours worked. Substitutes for this program are subject to the same qualification requirements as the full-time teachers.

Program Evaluation

The District and Union agree to meet at the conclusion of the Summer 2017 VPK program and evaluate the components of the program, its implementation and discuss any potential modifications to future years' program, should they exist.

Pay Dates:

| <u>Pay Date</u> | <u>Pay/Work Period</u> |
|-----------------|------------------------|
| <u>6/30/17</u> | <u>June 5 -16</u> |
| <u>7/14/17</u> | <u>June 19-30</u> |
| <u>7/28/17</u> | <u>July 3-14</u> |
| <u>8/11/17</u> | <u>July 17-31</u> |