

MEMORANDUM OF UNDERSTANDING

School Board of Pinellas County

And

Pinellas Classroom Teachers Association

This Agreement dated this 2nd day of November 2022 is between the School Board of Pinellas County, Florida (the "District" or "Board") and the Pinellas Classroom Teachers Association (PCTA).

WHEREAS, the parties met on May 23rd, July 21st, August 2nd, 11th, 22nd, 31st, Oct. 10th and 19th to negotiate an increase to the compensation package for all instructional staff, and

WHEREAS, the parties recognize that there are inflationary pressures experienced by all employees and further recognize that increases for wages and benefits are subject to the limitations in the funding formula under the Florida Education Finance Program.

NOW THEREFORE, the parties agree as follows:

1. The total compensation increase for the 2022-2023 fiscal year, excluding bonuses and increases to supplements, ranging between 6.46% and 7.67% on average, and comprised of the following:

A) a 4.25% average base salary increase in accordance with the statutory formula described in §1012.22 Fla. Stat., and

B) the School Board's payment of 100% of the increase to health care premiums equal to 1.00%, and

C) two additional paid days of planning for all instructional employees equal to a 1.21% raise and an additional two days of paid planning for ESE teachers equal to another 1.21% raise for those teachers.

2. Additional funds will be paid by the Board to increase certain supplements and provide for a non-recurring bonus as follows:

A) three million dollars (\$3,000,000) to be used for a non-recurring bonus. (The distribution of the bonus funds will be determined by PCTA in its sole discretion the details of which will be finalized and described on the attached Exhibit A prior to ratification and approval by the Board); and

B) a 3.25% increase to the Advanced Degree Supplements totaling approximately an additional \$257,000; and

C) an increase to the Academic, Athletic and Fine Arts Supplements totaling approximately \$108,000 and

3. A breakdown of the base salary increase is attached as Exhibit A.

School Board of Pinellas County, Florida

Pinellas Classroom Teachers Association

By: 
Paula Texel
Associate Superintendent, HR

By: 
Nancy Velardi
President, PCTA

Date: 11-2-22

Date: 11/2/22

By: 
Lindsey Blankenbaker
Executive Director, PCTA

Date: 11/2/22

Pinellas County Schools
Proposed Teacher Salary Increase
Fiscal Year 2021/22

Projected Increase % 4.25%
Projected Increase Cost \$ \$14,697,021

Cost of Salary Increase

Salary Schedule	\$ Increase	Cost of Increase
The Step Increase determines all other increases Grandfathered (Enter Amount)	\$1,925.00 *	\$4,333,755.97
Must be 125% of Grandfathered Performance Highly Effective	\$2,406.25 *	\$6,381,530.93
Must Be between 50% and 75% of Highly Effective Performance Effective	\$1,804.69 *	\$3,712,091.32
Must be < 50% of Effective COLA NI&U	\$884.30 *	\$48,386.07
Total		\$14,475,764.29
Remaining for Supplements Excess/(Defecit)		\$221,256.71
Current starting teacher salary		\$49,124.00
Must Increase by 75% of Grandfathered New starting teacher salary		\$50,567.75 **

Highlighted Cells are Protected

* This is in addition to the referendum increase of \$359.

** This amount is computed as follows:

Base starting salary	48,765.00
Salary increase	1,444.00
Referendum increase	359.00
	50,568.00

~~Starting Salary~~

~~\$1,000.00~~

All teachers with 10-19 years of service based on PCON and PNON will receive a one time bonus of \$735

All teachers with 20+ years of service based on PCON and PNON will receive a one time bonus of \$1,000

David [Signature]

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[Signature]

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[Signature]

11/2/22

ARTICLE 31 TEACHER EVALUATION

PREAMBLE

The teacher evaluation system is intended to evaluate the performance of duties and responsibilities of all teachers for the purpose of increasing student learning growth by improving the quality of instructional services in the schools. It is the intent of the parties to continue to refine the evaluation system ~~in order~~ to have a fair and reliable system for this purpose. The following contract language will be subject to re-openers and review each year.

Definitions:

- A. Deliberate Practice Plan: This consists of targeted elements and action steps designed to improve teacher practice as it relates to impacting student progress. The Deliberate Practice Plan and the progress made toward accomplishing the targeted element(s) and action steps will be discussed at each of the post-observation conferences. Teachers who have three or fewer years of experience or who are currently on a success plan and administrators will collaborate with their administrator to identify the targeted element(s). If the teacher and administrator cannot agree on a single targeted element, the administrator may choose a targeted element consistent with the school improvement plan or area of concern and the teacher may or may not choose one or more additional targeted elements and action step.
- B. Feedback: Written or verbal comments from the administrator to the teacher regarding the observation.
- C. Final Evaluation: This includes all components of the Teacher Evaluation System. Specifically, it includes the instructional practice score, the deliberate practice score and the student growth score. It is the Summative Evaluation plus the student growth score.
- D. Formal Observation: This consists of a pre-observation conference between the administrator and the teacher, the observation, (which should be a minimum of 30 minutes) and a post-observation conference with the teacher.
- E. Observation: This is the period of time in which the administrator watches the teacher instructing the lesson. During the observation, the administrator will collect data regarding the instruction. Feedback will be provided within three (3) days.
- F. Post-Observation Conference: A conference between the administrator and the teacher which shall be scheduled within five (5) days after the observation (whether formal or targeted) where the administrator provides feedback. The teacher may bring evidence

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relating to any element scored during the observation as well as evidence relating to Domain 1 “Standards-Based Planning” (“Planning and Preparing to Provide Support” for non-classroom teacher evaluation) and Domain 4 “Professional Responsibility.” Within five (5) days after the post-observation conference, a teacher may submit additional evidence related to any domain to be considered by the administrator. The administrator shall review the additional evidence submitted and will notify the teacher in writing of their decision.

- G. Pre-Observation Conference: A conference between the administrator and the teacher where the teacher advises the administrator what to expect during the classroom observation allowing the administrator to ask clarifying questions. The pre-observation form may be used in lieu of the face-to-face conference upon approval of both parties.
- H. Summative Evaluation: This evaluation includes all components of the Teacher Evaluation System except the student growth score. Specifically, it includes the instructional practice score and the deliberate practice score.
- I. Targeted Observation: This is an observation which may be requested by the teacher and will be limited to the observation of no more than four (4) elements, one of which must be “identifying critical content from the standards.” The targeted observation must be scheduled within five (5) days of a one (1) of the post-observation conference.
- J. Teacher Evaluation System: A collaborative system between teachers and administrators which focuses on increasing student learning growth by improving the quality of instructional services. The overall term used for the performance evaluation of a teacher.
- K. Walkthrough: A brief visit to the classroom which will not be used for evaluative purposes for Domain 2 “Standards-Based Instruction” (“Supporting Student Achievement” for non-classroom teacher evaluation) or Domain 3 “Conditions for Learning” (“Continuous Improvement of Professional Practice” for non-classroom teacher evaluation) as described on the evaluation instrument but may be used for other domains.

Section A. Teacher Evaluation-General Provisions

1. The Superintendent shall establish procedures for evaluating the performance of duties and responsibilities of all teachers and will consider input from the Appraisal Advisory Committee. The Appraisal Advisory Committee membership will be comprised of fifty percent (50%) instructional personnel appointed by the Union and fifty percent (50%) district staff. The evaluation forms and procedures to be used will comply with all requirements as set forth in s. 1012.34, F.S.
2. The evaluator shall be trained and certified in the evaluation tool and must be the person responsible for supervising the teacher.

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3. In accordance with s. 1012.34, F.S. teachers in their first three (3) years of employment will be rated as either Highly Effective, Effective, Developing or Unsatisfactory. All other teachers will be rated as either Highly Effective, Effective, Needs Improvement or Unsatisfactory. These ratings shall be described in the Evaluation Manual.

Section B. Evaluation of Teachers on a Probationary Contract

1. There will be ~~two~~ ~~three~~ (23) Formal Observations.
2. If the teacher starts employment at the beginning of the school year, the first Formal Observation will be completed after the first twenty (20) days but within the first sixty (60) days of their employment. Specific recommendations shall be provided to teachers to facilitate improvement in their instruction. The last ~~of the three (3)~~ Formal Observations must be scheduled no later than the end of the third grading period. If the teacher starts employment after the school year has commenced, the schedule for conducting the Formal Observations will be prorated. A teacher may also request a Targeted Observation as described in paragraph I above.
3. It is expected that the teacher be given support, feedback and assistance to help develop their teaching skills. A mentor teacher shall be assigned, except in rare circumstances where it is not practical to do so.
4. The Summative Evaluation shall be completed no later than four (4) weeks prior to the end of the post-school year.
5. The teacher will sign, or electronically acknowledge, the Summative Evaluation. The teacher's signature or acknowledgement indicates receipt of the Summative Evaluation and does not necessarily indicate agreement with its contents. The Final Evaluation shall be completed following the distribution of student achievement data results from the Florida Department of Education.
6. Pursuant to Florida law, a teacher on a probationary contract may be dismissed without cause, may be non-renewed without cause or may resign from the contractual position without breach of contract.
7. If an administrator has performance concerns regarding a probationary teacher, the teacher will be afforded assistance through professional development tailored to the needs of the probationary teacher.

Section C. Evaluation of Teachers on Annual Contract, Professional Service Contract (PSC) or Continuing Contract (CC)

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1. All Annual, PSC and CC teachers will be evaluated annually and must have one two (2) Formal Observations, ~~one (1) to occur during the first semester and one (1) to occur in the second semester. The second Formal Observation must be~~ scheduled by the end of the third grading period. A teacher may also request a Targeted Observation as described in paragraph I herein.
2. The Summative Evaluation shall be completed no later than four (4) weeks prior to the end of the post-school year.
3. The teacher will sign or electronically acknowledge the Summative Evaluation. The teacher's signature, or electronic acknowledgement, indicates receipt of the Summative Evaluation and does not necessarily indicate agreement with its contents. The Final Evaluation shall be completed following the distribution of student achievement data results from the Florida Department of Education.
4. If an administrator has performance concerns regarding an annual contract teacher, a PSC or CC teacher, the teacher will be afforded assistance through professional development and a prescribed improvement plan; provided, however, that any such development and plan will not affect the teacher's status as an annual contract teacher. An annual contract teacher may be nonrenewed at the end of their annual contract subject to the right to appeal as set forth in Article 35.

Section D. Teacher's Remedy if Evaluation Process Not Followed

A teacher may file a grievance if the teacher believes that the process for conducting the evaluation was not followed. A grievance is not available to challenge a rating in any of the categories on the evaluation, to challenge the student growth score or student achievement data, deliberate practice score, or to challenge the final rating. In the event that the process for conducting the evaluation was not followed, which includes any deviation from a timeline established in this Article, the exclusive remedy is for the evaluator to conduct that aspect of the flawed process over again. In order for this remedy to be available, the teacher must file a grievance within ten (10) days of the process violation giving rise to the grievance. The grievance will immediately be heard as a Level 2 grievance such that the remedy, if any, can be completed prior to the end of the school year.

Section E. Evaluation Appeal Process

1. Annual, PSC or CC teachers have the right to appeal their Final Evaluation if the rating would constitute grounds for termination pursuant to s. 1012.33, F.S. and s. 1012.335, F.S.
2. The appeal shall be reviewed by a three (3) member panel which shall include the Area Superintendent, the Associate Superintendent for Human Resources and the Superintendent's designee. This panel's decision is final but does not replace a right to a hearing under s. 1012.33, F.S. and s. 1012.335, F.S.

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ARTICLE 38 SPECIALIZED CLINICAL SERVICES

1. Instructional personnel under this agreement and applicable law, includes not only classroom teachers, but also specialized clinical services, who are responsible for advising students with regard to their abilities and aptitudes, educational and occupational opportunities, personal emotional and social adjustments, as well as providing academic supports, placement services, direct therapy supports, educational and social/emotional evaluations, crisis interventions, risk assessments performing educational evaluations and similar functions. This would include Sschool Ppsychologists, Ppsychology Ddepartment Eeducational Ddiagnosticians, Ssocial Wworkers, Sspeech-Llanguage Ppathologists, Tteachers, of Sspeech Language Impaired Correction, Ooccupational Ttherapists, Pphysical Ttherapists, and Audiologists and School Counselors. The parties acknowledge and understand that the expertise and role of staff members within the specialized clinical services category both reflect and differ from the expertise and role of classroom teachers. The parties also acknowledge and understand that the expertise and role of the staff members differ among the various categories of specialized clinical services personnel.

~~2. It is the intent of the parties to examine each of these positions and make recommendations to determine whether the nature of the services performed and the expertise of each group warrants consideration of case load caps, additional planning, job descriptions, or alternative evaluations from the provisions generally described in this Agreement. The parties agree that the Board will convene a committee to review these issues and make recommendations regarding the committee's conclusions.~~

~~3. The committee will be comprised of equal representation of all affected parties. Members of this committee will be appointed with equal numbers by Board and Union from among the various specialties. The parties agree to discuss daily schedules including lunch breaks, uninterrupted planning, covering classes for absent teachers, evaluations and other issues which may be raised by the staff members. The recommendations from these discussions may be reopened and reduced to a Memorandum of Understanding to be considered and approved in connection with an agreement on the 2022-2023 salary negotiations.~~

~~-3. Specialized Clinical staff members will meet with their Principal to collaboratively develop and review their schedule to ensure that their schedule includes a thirty- minute lunch period and Uninterrupted Planning time as required by Article 27. The parties will collaboratively discuss and review the expectations for participation in activities such as duty and proctoring tests to ensure that such participation is not excessive impeding their other responsibilities serving students. Modifications may be necessary to address student needs and, in such cases, notification will be provided by the specialized clinical staff member to the site based administrator.~~

~~4. Specialized Clinical staff members will be evaluated under an alternative performance evaluation form developed by the professional development department with input from the~~

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Appraisal Advisory Committee membership comprised of fifty percent (50%) instructional personnel appointed by the Union and fifty percent (50%) district staff.

5. Pursuant to Article 26 F, “[a] space shall be provided for all school personnel where confidential conversations may be held. This includes itinerant staff who will be provided an office or class area at their assigned school.” A private space will be provided for individual or small group confidential sessions.

6. Specialized Clinical staff members who are itinerant or have “split” schedules, will be excluded from the school’s duty schedule during the student day.

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