

# **AGREEMENT**

**Between**

**THE SCHOOL BOARD OF PINELLAS COUNTY,  
FLORIDA**

**And**

**THE PINELLAS CLASSROOM TEACHERS  
ASSOCIATION, INCORPORATED**

**2015-2018  
AGREEMENT**



## TABLE OF CONTENTS

ARTICLE 1 GENERAL PROVISIONS .....	1
ARTICLE 2 OBJECTIVES .....	1
ARTICLE 3 RECOGNITION .....	2
ARTICLE 4 BARGAINING PROCEDURES .....	3
ARTICLE 5 MANAGEMENT RIGHTS.....	4
ARTICLE 6 DURATION.....	5
ARTICLE 7 GRIEVANCE PROCEDURE .....	5
ARTICLE 8 LEAVES OF ABSENCE .....	8
ARTICLE 9 ASSOCIATION RIGHTS.....	13
ARTICLE 10 CLASS SANCTITY .....	14
ARTICLE 11 ACADEMIC AND PERSONAL FREEDOM .....	14
ARTICLE 12 TEACHER ASSAULT PROTECTION .....	14
ARTICLE 13 STUDENT DISCIPLINE .....	15
ARTICLE 14 PROFESSIONAL DEVELOPMENT .....	16
ARTICLE 15 CURRICULUM AND INSTRUCTIONAL IMPROVEMENT.....	16
ARTICLE 16 PROFESSIONAL RESPONSIBILITY.....	18
ARTICLE 17 VOLUNTARY TRANSFER.....	18
ARTICLE 18 INVOLUNTARY TRANSFERS.....	19
ARTICLE 19 SENIORITY .....	20
ARTICLE 20 TERMINAL PAY .....	20
ARTICLE 21 TEACHER ASSIGNMENTS.....	21
ARTICLE 22 REDUCTION IN FORCE .....	23
ARTICLE 23 VACANCIES.....	23
ARTICLE 24 SUMMER PROGRAMS.....	23
ARTICLE 25 EVENING PROGRAMS.....	24
ARTICLE 26 TEACHER FACILITIES AND MATERIALS .....	24
ARTICLE 27 TIME; RESPONSIBILITIES AND DUTIES DURING/AFTER THE SCHOOL DAY	25
ARTICLE 28 COVERING CLASSES .....	31
ARTICLE 29 SELECTION OF DEPARTMENT CHAIRS/TEAM LEADERS/GRADE LEVEL CHAIRS .....	31

ARTICLE 30 FINANCIAL SUPPORT .....	31
ARTICLE 31 TEACHER TRAVEL.....	32
ARTICLE 32 TEACHER EVALUATION .....	32
ARTICLE 33 TEACHER FILES.....	36
ARTICLE 34 COMPLAINTS .....	37
ARTICLE 35 CONDITIONS FOR SUPPLEMENTAL COMPENSATION.....	37
ARTICLE 36 TEACHER CONTRACTS.....	38
ARTICLE 37 DISCIPLINE, SUSPENSION, DISMISSAL AND RESIGNATION OF TEACHERS.....	39
ARTICLE 38 PROFESSIONAL SERVICE CONTRACT PERFORMANCE PROBATION.....	40
ARTICLE 39 TEACHING LOADS .....	41
ARTICLE 40 EQUAL RIGHTS .....	43
ARTICLE 41 PAYROLL DEDUCTIONS.....	43
ARTICLE 42 USE OF PRE- AND POST SCHOOL PLANNING TIME .....	44
ARTICLE 43 SCHEDULE OF SALARY PAYMENTS.....	44
ARTICLE 44 PART-TIME TEACHERS .....	45
ARTICLE 45 SALARIES AND SALARY SUPPLEMENTS .....	45
ARTICLE 46 SUMMER PROGRAM .....	47
ARTICLE 47 CREDIT FOR PRIOR SERVICE ON SALARY SCHEDULE.....	48
ARTICLE 48 EMPLOYEE BENEFITS.....	49
Appendix A .....	54
APPENDIX A1 GRANDFATHERED SALARY SCHEDULE .....	56
APPENDIX A2 PERFORMANCE SALARY SCHEDULE .....	58
APPENDIX B OTHER COMPENSATION.....	58
APPENDIX C PINELLAS' VIRTUAL INSTRUCTION PROGRAM.....	61
APPENDIX D RETENTION AND RECRUITMENT .....	63
APPENDIX E EXTENDED DAY COMPENSATION PLAN.....	66

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

## **ARTICLE 1 GENERAL PROVISIONS**

- A.** The Board and the Association recognize that the Board has certain powers, discretions and duties that under the laws and Constitution of the State of Florida may not be delegated, limited or abrogated by agreement with any party. Accordingly, if any provision of this Agreement or any application of this Agreement to any teacher covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or application of this Agreement shall continue in full force and effect.
- B.** This Agreement shall be governed and construed according to the Constitution, laws, and regulations of the State of Florida.
- C.** This Agreement constitutes the official position of the Board for the term of said Agreement. The Board empowers the Superintendent to execute the terms of the Agreement. The Superintendent and the Association will carry out the commitments contained herein and give them full force and effect.
- D.** All the rights and privileges granted under the terms and provisions of this Agreement are for the use of all employees in the bargaining unit.
- E.** The provisions of this Agreement shall be incorporated by reference into each teacher's individual contract and all holders of said contract shall be made aware of the agents responsible for this Agreement.
- F.** The parties agree as provided for above that this Agreement constitutes the full understanding of the parties. Accordingly, in fulfillment of the provision of F.S. 447 the parties are in accord that matters affecting the status of members of this unit have been discussed and are contained herein. Should it become necessary to alter the programs and/or personnel configurations within the district, the parties mutually agree that the impact of any such changes will be discussed with the Association prior to any action being taken by the Board.

## **ARTICLE 2 OBJECTIVES**

- A.** To coordinate the combined efforts of all concerned toward achieving the best possible education for each student in the county to the maximum of the student's capacity.
- B.** To provide a definite procedure for the bargaining of salaries, working conditions, and other conditions of employment for teachers.

- C. To commit to a written agreement to be available online at both the PCTA and PCS websites.
- D. To improve Teacher-Administrator-Board relationships and communications within the school system.

### **ARTICLE 3 RECOGNITION**

**A.** The Board recognizes the Association as the exclusive bargaining agent for salaries, working conditions, and other terms and conditions of employment for teachers who are employed by the School Board of Pinellas County, Florida. The term teachers includes all full-time certified instructional personnel including but not limited to: itinerant personnel, media specialist, psychologist, classroom teacher, guidance counselor, occupational specialist, social worker, curriculum assistant, curriculum coordinator, learning disability specialist, diversified education coordinator, vocational teacher coordinator, health coordinator, secondary education coordinator, work experience teacher, adult home economics teacher, and other personnel included on the instructional personnel list who do not effectively recommend hiring and/or firing or effectuate budgetary policy (or reasonably influence budget structure).

**B.** Recognition of the Association as the exclusive bargaining representative does not in any way preclude the individual right of any classroom teacher to present a request or opinion to the Board or Administration through any available channel. The Board and the Association agree that neither will discriminate for or against any teacher in any matter relevant to salary or conditions of employment because of membership or non-membership in the Association. Teachers have the right to join or refrain from joining, forming, or assisting professional organizations.

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

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

**E.** The Board shall have the right to discipline, including discharge, any teacher for taking part in any violation of this provision. In addition, any teacher or teachers violating this provision may be held liable by the Board for any and all damages, injuries and costs incurred. Prior to the taking of disciplinary or other action enumerated herein, the Board shall notify the Association of its intentions

and may also consult with the Association in connection therewith. It is expected that the Association will act to discipline its members pursuant to disciplinary procedures within the Association's constitution and/or bylaws. In the event that the Association does not adhere to, or abide by this provision, it shall be liable for any and all damages, injuries and costs incurred by the Board.

#### **ARTICLE 4 BARGAINING PROCEDURES**

**A.** All bargaining shall be conducted in accordance with Part II of Chapter 447, Florida Statutes, and the rules of the Public Employees Relations Commission, in a manner, which assures the implementation of Article I, Section 6 of the Constitution of the State of Florida.

**B.** The parties mutually agree that the terms and conditions set forth herein represent the full and complete understanding between the parties; except as may be amended as provided for in Article **6 VI**, Section A, that all negotiable items have been discussed leading to this Agreement. The parties have adopted a Collaborative Bargaining model with the mission to continuously refine a process to identify and meet the needs of educational stakeholders using a collaborative approach to attain common goals through continual quality improvement.

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

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

**E.** Employee Well-Being and Satisfaction Committee - The parties agree to convene, **OR** as needed, the Employee Well-Being and Satisfaction Committee composed of representatives of the administration, instructional, and supporting services personnel. The committee shall be charged with reviewing the present group insurance programs and examining possible alternatives for future consideration.

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

- G.** The parties to collective bargaining may call upon consultants to assist in preparing for bargaining and to advise them during conference sessions. The Executive Director of the Association and the Superintendent of Schools may attend at any time.
- H.** Either party desiring to submit proposals for bargaining shall so notify the other party in writing during the calendar year in which the proposals are intended to become effective. Upon tender and receipt of such notification, representatives of the parties shall meet for bargaining as provided in Article 4 of this Agreement.
- I.** During the bargaining process, either party may, with advance notice, request and receive from the other party information directly pertinent to matters under consideration.
- J.** When consensus is reached covering the areas submitted to negotiations, the proposed agreement shall be reduced to writing and submitted to the Board and the teachers for ratification. Until ratification by both parties has been accomplished, the Agreement shall have no power or effect.
- K.** Until agreement on all issues under consideration is reached, neither party shall be bound by tentative agreements on certain articles of the total package.
- L.** No change, rescission, alteration, or modification of this Agreement, in whole or in part, shall be valid unless the same is ratified by the Board and the Association and endorsed in writing herein.
- M.** If either party refuses to ratify the Agreement reached by the negotiation teams, the rejecting party shall state in writing to the other party the reasons for rejection. Said notification of the failure to ratify shall result in the resumption of negotiations within seven calendar days. When both parties approve the negotiated Agreement, upon receipt of official action by the teachers, the Board at the next official meeting will take action to adopt the Agreement.
- N.** The parties agree to negotiate in good faith to reach agreements which are in the best interest of education.
- O.** In the event that impasse is declared by either side, said impasse shall be resolved according to the rules of the Public Employees Relations Commission.
- P.** Negotiations shall be conducted at a time acceptable to the parties. Should such time conflict with the normal school day, representatives of the Association shall be granted temporary duty elsewhere leave.
- Q.** Should negotiations be completed after the start of a fiscal year, benefits agreed to under the terms of the settlement shall apply for the entire fiscal year unless expressly agreed to by the parties. In order for an employee to be eligible for retroactive salary/benefits, the employee must be on active pay status at the time this Agreement is ratified by both parties.

## **ARTICLE 5 MANAGEMENT RIGHTS**

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

## **ARTICLE 6 DURATION**

This Agreement shall become effective on the 1st day of July, 2015, and shall continue in full force and effect until the 30th day of June, 2018, unless amended as herein provided. The 2011-2012 contract period was a continuation of the 2008-2011 bargaining agreement.

A. The Agreement shall be amended at any time during its term by mutual consent and ratification of parties as provided in Article 4 of this Agreement. However, the Administration and Board may stipulate on matters not expressly provided for in the Agreement by means of a written memorandum of understanding between the Board and the Association. A memorandum of understanding is binding upon execution by the Superintendent and the Association President but requires subsequent ratification unless its duration is for a period of one year or less.

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

C. The parties agree to continuously monitor the district budget and at the earliest possible time to reopen negotiations on salaries, economic benefits, and teaching hours and loads, with the joint goal of restoring any lost step increments as soon as it becomes financially feasible.

D. The parties agree to continue to negotiate the following specific issues during the 2015-2016 school year:

1. Supplemental Salary- the parties agree to convene a committee to review current supplemental positions and make recommendations by April 1, 2016, related to salaries for these supplemental positions.

2. Virtual Teachers- the parties agree to continue negotiations related to virtual teachers and any terms and conditions of employment specific to virtual teachers.

## **ARTICLE 7 GRIEVANCE PROCEDURE**

### **Section A. DEFINITIONS:**

1. A "grievance" is a complaint by a teacher or group of teachers based on an alleged violation, misinterpretation, or inequitable application of the provisions of this Agreement.

2. The "aggrieved" is a person or group of persons making the complaint. It will be used synonymously with the term "grievant."



3. A "party in interest" is the person or persons making the complaint and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

4. The term "days" when used in this article shall, except where otherwise indicated, mean working school days.

5. "Association" shall mean the Pinellas Classroom Teachers Association.

6. "Board" shall mean the School Board of Pinellas County, Florida.

#### **Section B. PURPOSES:**

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems or grievances, which may from time to time arise.

2. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

3. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration or with any appropriate representative of the Association at any time.

#### **Section C. TIME LIMITS:**

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

2. In the event that a grievance is filed on or after April 15, the time limits set forth herein should be reduced so that the grievance procedure may be exhausted prior to the end of the school term.

#### **Section D. PROCEDURES:**

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

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

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

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

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

**Section E. COSTS:**

1. Should either party request a transcript of the proceedings at Level 3, then the party shall bear the full costs of the transcript. If each party requests a transcript, the cost of the two transcripts will be divided equally between the parties.

2. Grievance arbitration expense shall be borne equally by the parties.

3. Each party shall bear the full cost of its representation at all levels of the grievance procedure.

**Section F. MISCELLANEOUS:**

1. The parties will cooperate in the investigation of any grievance and provide all pertinent information as may be requested for the processing of any grievance.

2. No reprisals of any kind shall be taken against any party in interest participating in the grievance procedure.

3. Decisions rendered at each level of the formal procedure shall be in writing and shall set forth the reasons therefore.

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

## **ARTICLE 8 LEAVES OF ABSENCE**

### **A. Leave of Absence for Medical or Related Reasons**

Employees are entitled to a leave of absence from work in accordance with this Article and the Family Medical and Leave Act ("FMLA").

1. Sick Leave. Each full-time employee shall be entitled to four (4) days of sick leave as of the first day of employment of each school year. Thereafter employees will earn one (1) day of sick leave for each month of employment, for a total of ten (10) sick days per current year for a ten (10) month contract, eleven (11) for eleven (11) month contract, and twelve (12) for 235 day employees, which shall be credited to the employee at the end of that month, and which shall not be used prior to the time it is earned and credited to the employee. Should an employee terminate or otherwise enter an unpaid leave status, upon termination or leave, the employee shall be entitled to payment only for one (1) day times the number of months actually worked in the school year in computing final compensation. Accumulated sick leave may be transferred from another Florida county upon request of the employee.

- a. Sick Leave is to be used for illness of the employee or illness or death of an immediate family member and includes medical and related appointments. Immediate family shall include the father, mother, sister, brother, husband, wife, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, nephew, niece, aunt, uncle, foster children, step-parents, step-children, grandparents, grandchildren, or a member of his/her own household. Such leave shall be in increments of one-half day or one full day. Sick Leave is not to be used as a substitute for vacation or personal time.
- b. Any employee who finds it necessary to be absent from his/her position because of illness shall notify his/her immediate supervisor before the work day begins if possible. If not possible, notification should be made as soon thereafter as possible.

2. Qualifying Reasons and Length of FMLA and Military Family Leave. Under FMLA, eligible employees may take up to twelve (12) work weeks of job-protected, unpaid leave, or substitute appropriate paid leave if the employee has earned or accrued it, for the following reasons:

- a. the birth and/or care of a newborn child of the staff member, within one (1) year of the child's birth;
- b. the placement with the staff member of a child for adoption or foster care, within one (1) year of the child's arrival;
- c. the staff member is needed to provide physical and/or psychological care for a spouse, child, or parent with a serious health condition;
- d. the staff member's own serious health condition makes him/her unable to perform the functions of his/her position; or
- e. any qualifying exigency (as defined in applicable Federal regulations) arising out of the fact that the staff member's spouse, son, daughter, or parent is a covered military member (i.e., a member of the National Guard or Reserves, but not a member of the Regular Armed Forces) on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation ("Qualifying Exigency Leave").

3. Military Caregiver Leave under FMLA. In addition, an eligible employee who is a spouse, son, daughter, parent, or next of kin of a covered service member with a serious injury or illness may take up to a total of twenty-six (26) work weeks of job-protected, unpaid leave, or substitute appropriate paid leave if the staff member has earned or accrued it, during a "single twelve (12) month period" to provide physical and/or psychological care for the covered service member. A covered service member is defined as a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. Serious injury or illness for purposes of Military Caregiver Leave is defined as an injury or illness incurred by a service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his/her office, grade, rank, or rating. The "single twelve (12) month period" for leave to care for a covered service member with a serious injury

or illness begins the first day the staff member takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established below for general FMLA leave. During the "single twelve (12) month period", an eligible staff member is limited to a combined total of twenty-six (26) work weeks of unpaid leave for any FMLA-qualifying reason. (Only twelve (12) of the twenty-six (26) work weeks total may be for a FMLA-qualifying reason other than to care for a covered service member.)

4. Extended Leave. Any employee who has exhausted his/her FMLA, Military Caregiver Leave or any other leave approved under this Article may extend the leave for an additional twelve (12) week period or the end of the school year, whichever is longer, provided that satisfactory evidence that the qualifying reason described above, continues. If the FMLA leave was granted for reasons described in (a) and (b) above, however, the leave may be extended for longer of the twelve (12) week period or the end of the school year, to provide for child care. In all cases where an employee is on an extended leave:

- a. The employee will be returned to the same or similar position upon return from leave.
- b. While on an extended leave of absence without pay, employees are required to pay the entire cost of the insurance premium for coverage to continue.

#### B. Leave of Absence for Other Reasons

1. Personal Leave. Employees are entitled to four (4) days leave of absence for personal reasons, charged to unused sick leave.

- a. Notice of intent to take personal leave shall be made to the principal/supervisor two (2) days in advance, unless an emergency condition prevails. The principal shall have the final say as to whether an emergency condition exists.
- b. Principals/supervisors shall have the right to request reasons for personal leave and to deny such leave only when personal leave is being requested on an in-service/staff development day or pre- and post-holidays.
- c. Personal leaves shall be for a period not less than one-half (1/2) of the assigned teacher work day.
- d. Personal leave shall not be cumulative from year to year, and should be used for personal business arising from extenuating circumstances.

3. Military Leave. Military leave with pay may be granted to an employee when the request is supported by a copy of the military orders, in accordance with the provisions of Section 250.48, Florida Statutes.

4. Illness in the Line of Duty. Any employee who must be absent from duty because of personal injury received in the discharge of duties or because of illness certified by a physician from contagious disease contracted in school work shall be entitled to illness in the line of duty leave in accordance with Section 1012.63, Florida Statutes.

5. Association President. The President of the Association shall be granted temporary duty different from his/her regular duties and place of employment for the purpose of performing other

educational services and attending professional meetings. Such duties shall be considered equal to the regular duties of the individual performing such assigned temporary duties and said individual shall not be considered to be on leave, but, rather, a continued employee of the Board. The Association shall reimburse the Board for incurred costs.

6. Association Leave. One (1) employee designated by the Association shall, upon request, be granted a leave of absence without pay for up to two (2) years for the purpose of engaging in activities of the Association or its affiliates. Upon return from such leave, the employee shall be assigned to the same or similar position.

The Association may, at its discretion, request leave for teachers to promote Association business. Such requests must be made at least seven (7) working days in advance of the leave, except in extenuating circumstances. The Superintendent or designee shall have the discretion whether to grant the request. The Association agrees to reimburse the Board the full daily rate of pay for those teachers.

7. Sabbatical/ Professional Leave. Full-time regular employees who have completed three (3) years of continuous service may be granted, upon request, unpaid leave for educational purposes. The duration of the leave may not exceed one (1) year. Requests for such leaves shall clearly identify the program of study to be completed and why the leave will benefit the Board. For purposes of this leave, an employee must be enrolled in not less than nine (9) credit hours per semester or eighteen (18) credit hours per year in a planned program of studies. The employee shall, during the course of such leave, provide documentation to the Board of full-time attendance in a formalized course of studies, justifying the leave. Upon return, the employee shall be reassigned to a similar position contingent upon availability of vacancies at the time of return.

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

9. Political Leave. A teacher has the right to become a candidate for public office and to serve in such elective office unless there is a specific legal prohibition. Upon request, regularly appointed teachers shall be granted a leave of absence without pay in order to serve in public office. Upon return from such leave, a teacher shall be given full increment on the salary schedule and shall be assigned the same or similar position. Full-time elected officials shall be given a maximum of one (1) year's credit on the salary schedule.

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C. Miscellaneous Provisions Relating to Leave

1. Employees who are granted a long term leave of absence shall not be permitted to receive full-time compensation from any other employer during the period authorized. To do so will release the Board from any further contractual obligations.

2. Employees on a leave of absence will not have any greater contractual rights (e.g. evaluation, contract renewal) than employees who are not on a leave of absence.

3. Any employee who is willfully absent from duty without leave shall forfeit compensation for the time of such absence, and his or her employment shall be subject to termination by the district school board.

4. Temporary Duty Elsewhere is not considered leave. Rather, the employee is rendering services in the performance of his/her assigned duties and at the direction of his/her supervisor in a place other than his/her usually assigned work location. Employees on temporary duty shall receive their regular pay and may be allowed expenses as provided by the Board.

5. Legal Processes Leave. Temporary Duty Elsewhere shall be granted to employees who are called for jury duty or are subpoenaed as a witness in a legal proceeding in accordance with School Board policy. TDE is not available for employees who are plaintiffs or defendants in court actions.

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

- a. The recipient must have used all of his/her personal accumulation of sick leave (and vacation leave, if applicable).
- b. Maximum transfer for any one (1) illness, injury or complications arising thereof, shall be thirty days (30) per school year.
- c. Days used may not result in double compensation when combined with other benefits such as workers compensation or tort damage awards.
- d. The recipient and the donor must complete the appropriate form from the human resources office.
- e. The human resources administrator approving the form may require documentation of the recipient's relationship to the authorizing employee.

D. The parties agree to maintain a sick leave bank into which teachers may place days and withdraw same in the event of catastrophic illness. Guidelines are established and modified only by the parties.

## **ARTICLE 9 ASSOCIATION RIGHTS**

- A.** Faculty members may hold Association meetings, on prior notification to the principal, which are closed to non-members, providing that such meetings shall not interfere with the normal student day. Meetings may not interfere with regularly assigned duties. When such meetings have been scheduled, conflicting meetings shall not be scheduled.
- B.** The use of designated areas for such meetings shall be approved by the principal in advance. All requests for building use shall conform to Board rules and regulations provided, however, that there shall be no cost to the Association for such meetings so long as no overtime-custodial cost is involved.
- C.** A copy of the official Board agenda and folder material shall be provided to the Association prior to each regular Board meeting. Copies of the official minutes of each regular Board meeting will be provided to the Association upon approval of the minutes of the Board. Table space, where available, will be provided at all Board meetings for two (2) Association representatives.
- D.** Upon prior notification, the officers and staff of the Association or their designees shall be free to visit in any work location provided that they do not interfere with actual student instruction.
- E.** The Association shall be provided ample bulletin board space in each work location for the posting of Association information, notices and material. To the extent provided by law, the Association shall have the right to use the in-school mail system (pony) and school mailboxes.
- F.** Association members in each building shall have the exclusive right to elect their Faculty Representatives according to the Constitution and Bylaws of the Association. Where there is no Faculty Representative, the Association President shall either appoint one or shall act as Representative for that faculty until such time as an official representative is elected. Announcements of Association building meetings may be made by the Faculty Representative over the school communication system before the arrival or after the dismissal of the students. Announcement of time, place, and date of meetings may be made during regularly scheduled announcements. The Faculty Representative shall act as the official representative of the Association in the building. Principals and Faculty Representatives shall meet regularly and maintain regular communication in the schools on professional matters.
- G.** The above privileges are for the exclusive use of the Association and may not be granted to any other employee organization which represents or purports to represent members of the bargaining unit.



## **ARTICLE 10 CLASS SANCTITY**

- A.** Except for an emergency, a teacher will not be disturbed in class, whether by visitors or communications, unless advance notification is given the teacher. The administration shall cooperate with teachers in screening visitors wishing to visit classrooms within their building. Administrative supervisory personnel may visit the classroom for professional purposes provided such visits are not so frequent as to disturb the learning environment.
- B.** Except for emergencies, all intercom announcements shall be made during homerooms or a specially designated period and at such other times as will not interrupt classroom instruction. Scheduled events (e.g., school pictures, hearing tests, etc.) are not considered emergencies. Emergency circumstances dictate immediate action.
- C.** Individual announcements shall be placed in teachers' mailboxes or presented before the instructional period begins. If an announcement affects more than one (1) person, the announcement should be given in writing to those concerned instead of orally passing this information.
- D.** Students should not be called from class except in an emergency or as scheduled for certain school activities as approved by the principal. These special interruptions of class instruction should be scheduled and kept to a minimum.
- E.** Faculty checklists, material lists, message deliveries, and routine announcements should be limited to the school bulletin, to homeroom periods, to faculty meetings, to bulletin boards, or outside the instructional day.

## **ARTICLE 11 ACADEMIC AND PERSONAL FREEDOM**

- A.** The value of individuality, the right of dissent, majority rule and minority rights are all inherent in a democratic society and should be fostered by professional educators.
- B.** Both parties agree that no legitimate issue of controversy in our society should be excluded from the classroom. However, all sides of controversial issues must be presented.
- C.** No employee shall on the basis of race, color, creed or religion, sex, legal marital status, national origin, age, disability, sexual orientation or any other basis prohibited by law be excluded from participation, be denied the benefits of or be subjected to discrimination/harassment under any educational program, activity, service or in any employment conditions, policies or practices conducted by the Pinellas County School Board.

## **ARTICLE 12 TEACHER ASSAULT PROTECTION**

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

- B.** This report will be forwarded to the Superintendent who will apprise the principal who shall notify the teacher as situations develop if said situations affect the teacher.
- C.** If a pupil is found guilty of assaulting or battering a teacher and no teacher negligence is proven, any damages, injuries, or material loss suffered by the teacher shall be fairly compensated for by the Board. Claims for psychological damages as a result of such incidents shall not be compensable and are not covered by this provision.
- D.** All disciplinary actions regarding assaults/batteries upon teachers shall be administered in compliance with the adopted code of student conduct. Unless otherwise prohibited by law, if a pupil found guilty of assaulting or battering a teacher, said student will be expelled.
- E.** If a teacher is sued in tort for accidents which occurred while the teacher was on active duty supervising students, the Board will provide for legal counsel for the teacher.

### **ARTICLE 13 STUDENT DISCIPLINE**

- A.** Disciplinary control of students' conduct in the classroom is the teacher's responsibility. Upon referral by the teacher, extreme behavioral problems are the principal's responsibility for appropriate disciplinary actions.
- B.** In cases of persistent disciplinary problems, corrective action shall include counseling and interviews with both the student and parents. Where any teacher has found it necessary to send a student to the office, such student shall not immediately be returned to the classroom but shall instead be excluded from the classroom for a reasonable length of time. In cases where a teacher determines a student behavior interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn, the teacher may remove the student from class consistent with School Board policy and the provisions of Section 1003.32, Florida Statutes.
- C.** After reasonable attempts have been made to modify pupil behavior by the teacher and specialists and whenever it appears to the classroom teacher and/or counselor, and in conjunction with the principal, that a pupil or pupils require the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, reasonable steps shall be taken to relieve the teacher of responsibilities with respect to such pupil.
- D.** Removal of disruptive students shall be consistent with the District Code of Student Conduct.
- E.** Consistent with Florida law, discipline is the responsibility of all personnel in the school.
- F.** A teacher may use such reasonable physical restraint as is necessary to protect the teacher from disruptive pupils, to protect other pupils from disruptive pupils, and to maintain general control and to keep good order in the classroom and in other places where the teacher is assigned to be in charge of pupils. No teacher shall be required to inflict corporal punishment.
- G.** The parties agree to the ongoing codification and enforcement of standards of student conduct.

## ARTICLE 14 PROFESSIONAL DEVELOPMENT

- A.** Provisions for all professional learning activities shall be consistent with guidelines and procedures established by the Professional Development Department and its Advisory Committee.
- B.** School-based professional development activities shall be developed based upon the school improvement plan and the evaluation cooperatively between the faculty and the administration and shall be evaluated on a regular basis.
- C.** The Association shall be actively involved in the selection of teacher appointees to committees that directly impact the professional learning of teachers.
- D.** The parties affirm that professional development activities should be focused on improving practice and be relevant to the delivery of instruction. Therefore, educators shall be provided professional learning aligned with the evaluation results and the Individual Professional Development Plan (IPDP).

Training may also be required under the following conditions:

1. Where the administration or the teacher evaluation has identified a deficiency that would require training for remediation.
2. Where the training is required to effectively implement curriculum or instructional strategies as determined by the Advisory Committee.
3. Where the training is mandated by district, state or federal program requirements, or the school improvement plan.

**E.** The parties agree to continue the practice of Trade Days being used on non-student contact days as recognition for completion of professional development and staff training. A maximum of two (2) days may be earned and traded over the course of the year. The guidelines will be established jointly by the parties.

## ARTICLE 15 CURRICULUM AND INSTRUCTIONAL IMPROVEMENT

### **Section A. INVOLVEMENT**

1. The Board and the Association agree that teachers shall participate regularly in curriculum development, individually and in committee.
2. The Board agrees to Association involvement in curriculum.
3. All programs shall be evaluated periodically by the administration and teachers and discussed with the Board. The Board agrees that it shall seek opinions of teachers using these programs before the continuance of said programs.

## **Section B. INNOVATION**

1. The Board and the Association agree that innovative programs may be relevant to the learning process and that adequate financing is a prerequisite to the development of such programs.
2. The parties also agree that innovative programs shall be thoroughly investigated as to their potential for the improvement of instruction before district funds are committed and programs implemented.
3. Faculties that desire to investigate innovative programs should be allowed to volunteer their efforts. Teachers who wish to participate in pilot programs should contact their principal.
4. Should a school adopt an innovative program, teachers who desire to keep their former status in the same school may so request or shall be allowed to transfer.
5. The parties will investigate alternative ways to deliver training (e.g. distance learning).

## **Section C. DEVELOPMENT AND IMPLEMENTATION**

1. The Board and the Association agree that the professional staff is and should continue to be a major source of development and innovations in improving the educational programs carried on in the schools. The parties agree further that it is important for the professional staff to participate in the overall coordination of studies, projects, and other activities directed toward the development, improvement, and implementation of such programs, toward the evaluation of existing programs, toward the devising, testing and introduction of new programs, and toward research in pertinent and educationally related areas. The parties recognize that there are other institutional and community resources capable of great contributions toward these ends and that the utilization of such resources should be coordinated with the efforts of the school administration and professional staff.
2. Any major innovative program/experiment shall be in effect for a reasonable period of time before being expanded to other schools. During the experimental period, teachers who might be affected at some future date shall observe the program.
3. Prior to the application of new programs, a document shall be developed which will detail the responsibilities of the staff and the administration. The document will include, but will not necessarily be limited to, the following: staffing, supporting assistance, materials, and evaluation.

**Section D.** The Board and the Association agree that all members of the professional staff are partners in the educational process. The parties shall encourage schools to develop programs that provide means to meet the district's goals and objectives through a site-based decision-making model. The Board and the Association agree to provide resources necessary to help schools who wish to participate in this process.

**Section E.** The parties agree that individual faculties shall be given greater flexibility to develop innovative programs to meet the common goals of the Association and the Board. The parties agree that local school professional staffs will be empowered to identify ways of improving the educational process and to determine waivers to this agreement necessary to implement those improvements. Any waivers must be approved by the school administration, a vote of two-thirds of the faculty, and be

endorsed by the parties. Only instructional personnel who will be at the school when the waiver is implemented are eligible to vote. An eligible voter, at a minimum, must work at the school fifty (50) percent of the school day. No revote on the same waiver or variation of that waiver is permitted within a ten-month period from the original vote and must be for the next school year. All such proposals shall be submitted in writing to the parties for consideration. A secret-ballot election will be held by the Principal's Designee and the Lead PCTA Faculty Representative or a representative from the Association. Access to the grievance process is not affected by participation in a site-based school restructuring project. When specific contract waivers are determined pursuant to this article, individual faculty members would not have access to the grievance procedure on matters related to the waivers.

## **ARTICLE 16 PROFESSIONAL RESPONSIBILITY**

- A.** Both parties agree that an effective school system requires mutual understanding and cooperation. Accordingly, the parties agree that they will mutually develop and implement programs and activities for the improvement of instruction. The parties agree that teachers will serve on committees and in such other capacities to further the common goals of the parties.
- B.** The parties agree that special circumstances occasionally dictate that teachers will provide additional time for students made necessary by factors beyond the control of the teacher. Under such circumstances such time will be determined cooperatively by the teacher and the principal provided that the time expended will not unduly interfere with normal preparation for related class work.
- C.** Each teacher is to be treated in a professional manner at all times.
- D.** Teachers are to treat other employees of the system in a professional manner at all times.

## **ARTICLE 17 VOLUNTARY TRANSFER**

### **Section A. DEFINITION**

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

### **Section B. PROCEDURES**

1. The voluntary transfer process shall be consistent with the intent to Transfer application form and the corresponding timeline.
2. Annually, the details of this process: specific guidelines and timeline are developed through collaborative bargaining.
3. Transfers may be considered outside the negotiated guidelines for promotional opportunities, to accept a higher paying position, or if in the best interest of the District. If a qualified replacement is required, one must be obtained before a transfer can become effectuated.
4. The voluntary transfer process may be suspended by mutual consent of the parties in order to address reduction in force issues or other changes in the financial status of the district.

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

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

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

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

9. A teacher who has not been recommended for reappointment for the following year, who is listed as out-of-field, who is not Highly Qualified, who is on a DROP extension, or who is on a temporary contract, is not eligible for a transfer.

10. The District will make a reasonable effort to ensure that all vacancies are identified and posted for the transfer process.

11. The timeline for allocation of units will determine the beginning date for the voluntary transfer cycle. Whenever possible a voluntary transfer cycle will take place prior to the completion of the school year.

12. Schools designated as "priority" schools by the district shall have priority consideration in placing voluntary transfers at their school.

## **ARTICLE 18 INVOLUNTARY TRANSFERS**

### **Section A. DEFINITION**

An involuntary transfer is a transfer from one school to another that is initiated by the Administration.

## **Section B. PROCEDURES**

1. Involuntary transfers will be made in the best interests of the school system and/or when it becomes necessary to comply with legislative requirements.
2. Under no circumstances shall a teacher be involuntarily transferred for discriminatory or capricious reasons.
3. The convenience, wishes, and years of service of the individual teacher shall be considered to the extent that these considerations do not conflict with the instructional requirements and best interest of the school system and the students.
4. A teacher in a regular program shall not be transferred into a federal or state program without the teacher's consent. Such teacher retains all contractual rights and seniority.
5. The Board and the Association shall establish guidelines for the process of involuntary transfers which shall recognize the seniority of teachers and which shall provide for:
  - a) The identification and protection of essential ongoing supplementary responsibilities; and
  - b) The protection of critical curricular responsibilities.
6. Racial composition of the staff shall take precedence over seniority in the involuntary transfer process.
7. An involuntarily transferred teacher shall be recalled to the school from which the teacher was transferred up to August 1 following the next school year if a position is available for which said teacher is certified and highly qualified. Under no circumstances shall transfers be effectuated during the school year unless it can be shown that such transfers can be made without disrupting the educational process.

## **ARTICLE 19 SENIORITY**

Seniority shall accrue on the basis of one (1) year for each year of continuous service in the district. Leaves shall not constitute an interruption of service but shall not be counted as a year of service. In the event of equal seniority, the date of official notification shall be the date. In the event of simultaneous notification, disputes shall be resolved by lot. Interruptions of service less than thirty (30) calendar days shall not constitute a break in service if the interruption was caused by a temporary reduction in force or delays in receipt of test scores for the FTCE.

## **ARTICLE 20 TERMINAL PAY**

**A.** Terminal pay shall be granted to an employee at retirement or to his/her beneficiary if service is terminated by death. "Retirement" shall mean eligibility for retirement benefits under the Florida Retirement System (FRS), at normal retirement or disability retirement as provided by law. Evidence

of service retirement shall be determined by a signed copy of the "Application for Service Retirement." Evidence of disability retirement shall be determined by a statement of disability from the retirement office. Payment for such terminal pay benefits shall be as follows:

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

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

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

- a) During the first three (3) years of service, the daily rate of pay shall be multiplied by thirty-five percent (35%) times the number of accumulated sick leave days.
- b) During the next three (3) years of service, the daily rate of pay shall be multiplied by forty percent (40%) times the number of accumulated sick leave days.
- c) During the next three (3) years of service, the daily rate of pay shall be multiplied by forty-five percent (45%) times the number of accumulated sick leave days.
- d) During and after the tenth year of service, the daily rate of pay shall be multiplied by fifty percent (50%) times the number of accumulated sick leave days.
- e) Subsequent to thirteen (13) years of service, the daily rate of pay shall be computed using the percentages applicable if the employee had retired.

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

## **ARTICLE 21 TEACHER ASSIGNMENTS**

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



- B.** If conditions arise which necessitate changes, teachers affected shall be notified as soon as possible. Present members of the teacher staff who have applied in writing and are qualified shall be given first consideration in any such reassignments. Principals who are aware of significant staff changes shall notify affected teachers prior to the close of the transfer period if possible. When such circumstances requiring change(s) to the master schedule occur or become apparent after the close of the school year, principals shall make reasonable attempts to contact department chairs/team leaders and those teachers impacted by the change(s) to solicit their input in adjusting the schedule to accommodate those changes in the best interest of the students.
- C.** Except in limited circumstances, teachers shall be assigned to teach only in the grades and subject fields for which they are qualified, as well as in accordance with the regulations of the State Board of Education.
- D.** A teacher with appropriate qualifications will be given an opportunity to work with classes of varying grades and achievement levels.
- E.** The Board recognizes the value of a counseling program within the total school program. The Board agrees that it will establish policies jointly with the counselors that provide an opportunity for the full utilization of counseling resources.
- F.** The Board and the Association agree that physical education specialists are a necessity in the total elementary school program. A physical education specialist is a requirement in order to develop skills and positive growth at the elementary school level. Physical education specialists shall be provided within the existing physical education program.
- G.** In rare instances, and when approved by the Association, teachers may be assigned to an alternative schedule which might involve evening, weekend, or summer employment. In such incidences where it relates to reduction in force, the benefits to the employee shall be proportional to those enjoyed by employees who work in the day program. Persons assigned to alternative schedules will be afforded the applicable rights of transfer. Specific provision which will relate to affected teachers will be determined jointly by the parties and given to affected teachers prior to their being reassigned.
- H.** Change in assignments shall not be made for disciplinary or punitive reasons.
- I.** The Association shall be consulted with respect to any change in district certification requirements which may adversely affect employee status.

## ARTICLE 22 REDUCTION IN FORCE

- A. Should economic circumstances dictate a **reduction subrogation** in personnel, the Board shall take whatever steps are necessary to assign personnel to appropriate positions within the district for which they are qualified, consistent with this Agreement and law.
- B. Should the Board be unable to maintain all employees, it shall immediately meet with the Association to provide for an orderly method of reducing, retraining, and recalling affected employees.

## ARTICLE 23 VACANCIES

- A. The Superintendent or the Superintendent's designee shall email a vacancy notice, post notice on the District Intranet, and post notice in each school inviting qualified persons to apply for administrative or supervisory vacancies which may become available. The following positions will be announced: district administration staff, principal, director, and assistant principal.
- B. The notice will be accompanied by a general description of duties, list of qualifications, a salary schedule and the deadline for filing applications.
- C. Upon receipt, notices of vacancies shall be posted immediately and remain posted for at least five (5) days.
- D. Application will be made through the Human Resources Office.
- E. No individual will be contacted in regard to a specific position until such time as the vacancy has been posted in compliance with Section A of this Article. An appointment to positions other than teaching, length of service in the county school system, as well as academic qualifications and successful performance, shall be included in the criteria for selection. However, none of the above provisions shall be implied to supersede the Superintendent's authority as established in Florida Statutes.

## ARTICLE 24 SUMMER PROGRAMS

- A. Positions for summer programs teaching shall be filled in compliance with the established procedures for application and selection developed by the Human Resources Division and the Association. Teachers who apply shall be notified of their selection by the appropriate level of administration.
- B. In filling such positions, quality of performance, attendance record, experience, teaching background in the specific content area, and seniority in the county school system shall be the criteria for selection.
- C. Employment practices for summer program shall be fairly applied. Upon request, a teacher denied a summer program position shall be given good and sufficient reason.

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

## **ARTICLE 25 EVENING PROGRAMS**

- A. Teachers who wish to apply for positions shall make written application at any time.
- B. Teachers applying for such positions shall apply through and be notified of the action taken on their application as early as is practicable by the Human Resources Office.
- C. Positions in these programs will be offered first to Pinellas county teachers who are qualified for the position.
- D. In filling such positions, quality of performance, past experience, attendance records, the minor and major fields of study, shall be criteria for selection.
- E. Teachers who teach full-time in the regular day program shall not teach more than six (6) hours per week in the evening program except when working as an evening program administrator. Teachers will be allowed exception to this limit provided it is in the best interest of the system and does not violate the intent of this provision.
- F. The evening program shall be advertised and applications from qualified personnel shall be solicited.

## **ARTICLE 26 TEACHER FACILITIES AND MATERIALS**

- A. Each teacher shall be provided space (e.g., closets, file cabinets, storage container, desk) in which they may safely store instructional materials and supplies. Secure storage space shall be provided for traveling teachers.
- B. A separate dining space shall be provided for the use of the teachers at each building in which lunchroom facilities are provided for students. If this is not practicable within existing facilities, an adequate number of separate tables shall be reserved for use of teachers. In all new construction, a separate dining room shall be provided.
- C. A teacher's work area shall be provided. Adequate equipment and supplies to aid in the preparation of instructional materials will be available.
- D. Where possible, an appropriately furnished room for use as a teacher's lounge shall be provided. Said room is to be in addition to the above-mentioned workroom. In all new construction, a separate workroom and lounge shall be provided.
- E. An adequate portion of the parking lot at each school building where parking lots exist will be reserved for teacher parking at no charge.
- F. A space shall be provided for all school personnel where confidential conversations may be held. Teachers shall be allowed the use of a school phone that will provide for confidential phone

conversations. Use of phone shall be limited to school business, Association business, and personal business of an emergency nature.

**G.** In all new construction, an adequate number of separate restrooms reserved for the use of male and female teachers shall be provided. In existing facilities, where feasible, separate restrooms shall be provided for the faculty. Adequate facilities shall be defined as facilities, which conform to health department and industrial standards. Where possible, in large schools, restroom facilities shall be conveniently located throughout the school plant. Restroom facilities should be contiguous to planning and/or workroom areas.

**H.** Adequate materials, including computers and equivalent access to technology, required in daily teaching responsibility shall be provided.

**I.** A copy of both the teacher's textbook manual and the electronic version of that manual used in each course subject taught shall be provided.

**J.** A dictionary shall be provided in every classroom.

**K.** The Board and the Association agree that adequate instruction requires adequate equipment, material and facilities. In the event that this cannot be accomplished, the course or subject so affected should not be offered. Teachers shall be involved in decisions as to the adequacy of the above-cited items.

**L.** The Board and the Association agree that educational opportunity shall be as equivalent as possible throughout the school system given the special nature of particular programs and activities. The Board agrees to work to provide those conditions necessary to assure equivalency within facilities, teaching supplies, class size, equipment, supporting personnel, and preparation time.

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

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

## **ARTICLE 27**

### **TIME; RESPONSIBILITIES AND DUTIES DURING AND AFTER THE SCHOOL DAY**

It is the philosophy of this agreement that a teacher's primary responsibility is to teach. The parties to this agreement recognize that there are certain other activities which must be performed during the school day that are essential to the safe and effective operation of the school. This provision is intended to establish the parameters for the school day including the teacher's contractual day, the student instructional day, and the rights and responsibilities of teacher's within this time frame.

1. Hours of Work.

A. The regular school day for teachers is seven (7) hours and thirty (30) minutes. The regular school day on days when students are not in attendance, such as in-service, preschool, post-school, and staff development days, is seven (7) hours (8:30 a.m. to 3:30 p.m.). These hours constitute the "Teacher Contractual Day". In keeping with the intent of school improvement, local school staffs are encouraged to use the provisions of Article 15 to fashion the most beneficial schedule of activities for that particular school. They may elect to waive any or all of the provisions of this section of the Agreement and convert their schools to a thirty-seven and one-half (37.5) hour work week in lieu of a seven and one-half (7.5) hour/day schedule. Such decisions must be part of the School Improvement Plan, approved by the school administration and a two-thirds vote of the faculty. Only instructional personnel who will be at the school when the waiver is implemented are eligible to vote. An eligible voter, at a minimum, must work at the school fifty (50) percent of the school day. No revote on the same waiver or variation of that waiver is permitted within a ten-month period from the original vote and must be for the next school year. All such proposals shall be submitted in writing to the parties for consideration. A secret-ballot election will be held by the Principal's Designee and the Lead PCTA Faculty Representative or a representative from the Association.

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

C. The principal shall have authority to permit flexibility with regard to the Teacher Contractual Day when circumstances warrant.

D. Except as provided in Section 2 B (12) herein, teachers are not required to be on duty longer than the Teacher Contractual Day without additional compensation or compensatory time off.

2. Time Needed for Planning, Training, Meetings, and other Duties.

A. The parties recognize that there is limited time within the Teacher's Contractual Day to accomplish the numerous activities required in the education profession. This section is intended to define the numerous activities required to be performed and to define the allotted time for accomplishing such activities. For this purpose, the following definitions shall be used:

Definitions:

1. Student Instructional Day: This is the time that students are required to be present at school. The length of the student instructional day for elementary students is 6 hours. The

length of the student instructional day for secondary students is 6.5 hours. This time frame will vary for any school required, by state mandate, to extend the school day for additional instruction.

2. Non Student Contact Time: This is the difference between the Teacher Contractual Day and the Student Instructional Day. In elementary school this is 1.5 hours each day (7.5 hours a week) and in secondary this is one (1) hour of time each day (5 hours a week).

3. Uninterrupted Planning Time: This is time reserved for the teacher to work on their own to plan for instruction and prepare for classes, contact parents, participate in teacher initiated Parent Conferences, evaluate student work, meet with students, grade assignments and related activities.

4. Professional Learning Community: "Professional Learning Community" or "PLC" is an extended learning opportunity to foster collaborative learning among colleagues within a particular work environment or field. It is often used in schools as a way to organize educators into working groups focused on a targeted improvement issue.

5. Collaborative Planning: A research-based professional dialogue between two or more staff members working interdependently to develop and achieve common goals that are focused on the following: continuous improvement of student performance, professional practice, and/or the achievement of school improvement goals. It is grade level/content area specific and occurs on a consistent basis for teachers to utilize curriculum guides, resource guides, along with student data analysis that may include on-going progress monitoring, (formative assessments), district common assessments, and student work to make appropriate instructional adjustments. Teachers identify questions to be asked during instruction, barriers that may arise and the resources needed to support their instructional delivery. Optimally, the ESE, ELL, and other supporting personnel will be included. This can occur with or without a coach.

6. Lesson Study: "Lesson Study" is a form of long-term professional development in which teams of teachers systematically and collaboratively conduct research closely tied to lessons, and then use what they learn about student thinking to become more effective instructors.

7. Coaching: "Coaching" means serving as an instructional resource in a school to generate improvement in student achievement by improving the quality of instruction through professional development support to teachers in their respective content areas, as needed, based on an analysis of student performance and observational data.

8. Coaching Cycle: Coaching Cycles are intended to provide support to teachers to improve their practice whether in content knowledge, planning for instruction, or delivery methods (pedagogy of teaching and learning). They are conducted on a one-on-one basis, and may vary depending upon the need and/or request of the teacher. A Coaching Cycle may include:

a) Coach meets with the teacher and, with the consent of the teacher, the administrator(s) to determine priorities based on performance data/deliberate practice needs.

b) Coach meets with teacher to analyze data and plan for their collaborative instructional time.

- c) Coach models for teacher from the collaborative plan they had created (gradual release of responsibility).
- d) Coach debriefs with teacher after each session and provides feedback to the teacher and, with the teacher's consent, the administrator(s).
- e) Coach and, with the teacher's consent, the administrator(s) monitor for evidence of changed practice resulting from the coaching sessions.
- f) Repeat cycle if needed.

9. **Administrative Directed Coaching Cycle:** This cycle occurs based on specifically identified instructional deficiencies revealed through observation of the teacher's performance. This coaching cycle may include:

- a) Coach meets with the teacher and the administrator(s) to determine priorities based on performance data/deliberate practice needs.
- b) Coach meets with teacher to analyze data and plan for their collaborative instructional time.
- c) Coach models for teacher from the collaborative plan they had created (gradual release of responsibility).
- d) Coach debriefs with teacher after each session and provides feedback to both the teacher and the administrator(s).
- e) Coach and administrator(s) monitor for evidence of changed practice resulting from the coaching sessions.
- f) Repeat cycle if needed.

10. **Non-Teaching Duties:** These are duties which are supervisory or clerical in nature and do not fulfill primarily educational functions. These duties include, but are not limited to health services, supervision of study halls, corridors, playgrounds, cafeterias, streets, sidewalks, and buses, collecting money from students, delivering books to classrooms, taking inventories, duplicating instructional and other materials, and other similar clerical functions.

11. **Staff Meetings:** These are meetings called by the principal for teachers to attend during the Teacher Contractual Day.

12. **Parent Conferences:** These are meeting between the teacher and parents regarding the student. It is understood that the term is intended to exclude 504 meetings and I.E.P meetings.

B. **Daily Schedules**

1. The parties agree that the daily schedules for teachers are best determined jointly by the teachers and administration to accommodate the unique circumstances of each school and the best interests of the students. Each school site will create a working subcommittee comprised of the principal, or his/her designee, the faculty representative for PCTA and two additional staff members (1 selected by the administration, 1 selected by the faculty representative) that will meet to develop a plan by the close of pre-school of each year to establish a planning time schedule, address the number and types of "mandatory" meetings held at the school level and a plan that reduces, where possible, the number of mandatory meetings/training sessions during non-student contact time. The plan will be approved by the faculty and signed by the principal and the faculty representative. A copy of each school's plan will be sent to the Area Superintendent and the PCTA office by October 15. The plan will include:

- a) The school start and end times for the teacher and student day;
- b) The schedule for teacher planning and lunch;
- c) A calendar showing all mandatory meetings/training sessions and will provide for a minimum of two hours per week free of such requirements; and the amount and types of required paper work that might be streamlined or reduced through the consolidation and/or elimination of reports.

Schools unable to reach agreement shall be governed by the following provisions:

2. Except as described below, each elementary teacher shall have a minimum of thirty (30) minutes of Uninterrupted Planning Time daily during the Student Instructional Day and the equivalent of two (2) hours per week during Non-Student Contact Time. Planning time shall be distributed equitably to all bargaining unit employees at each school.

3. Except as described below, each secondary and full-time post-secondary school teacher shall have one (1) full period or its equivalent of Uninterrupted Planning Time during the Student Instructional Day and two (2) hours per week during Non-Student Contact Time. Where the subject taught is organized in such blocks of time as to make this provision unworkable without seriously hampering the instructional program, teachers shall receive no less than 330 minutes of Uninterrupted Planning Time per week.

4. In recognition that the activities defined in paragraphs 2 (A) 4 through 7 above assist teachers in the improvement of instruction, teachers may participate in a Professional Learning Community, Collaborative Planning, Lesson Study or Coaching Cycle during their Uninterrupted Planning Time should they choose. In elementary schools only, the administration may schedule the activities defined in paragraphs 2 (A) 4, 5, 6 and 8 during Uninterrupted Planning Time during the Student Day a maximum of one day per week. In such cases, an affected teacher cannot be required to attend other meetings on that day. The Administration in any school may schedule an additional mandatory meeting no more than one time per week outside the student day. This language is not intended to discourage teachers from collaborating with colleagues, participating in Collaborative Planning, Professional Learning Communities, Lesson Study or Coaching on an informal basis at any time.



5. No teacher shall be required to forfeit planning time on a regular or continuing basis. Teachers shall use their planning time during the student day for preparation of their instructional program and to assist in the preparation for or to follow through with assessments, grading and instruction.

6. Whenever a teacher is present in a regular classroom for the purposes of fulfilling the provisions of Article 27, Paragraph B.2, the regular classroom teacher shall be excused from the room and any duties pertaining thereto. The special opportunities provided by team teaching shall in no way be used to circumvent these provisions. The size of class or number of pupils under the control of any teacher shall not be increased to provide for the provisions of this Article. The needs of special programs (e.g., art, music, and P.E.) shall be considered. Planning time shall be of such length as to allow for appropriate activities.

7. Any in-service or professional development offered during the teacher's Uninterrupted Planning Time shall be voluntary for teachers, unless a TDE is provided.

8. Parent Conferences may be scheduled outside the student instructional day with at least one day's notice to the teacher. To the extent possible, Parent Conferences should not interfere with classroom activities. A minimum of one (1) day per week (and excluding Fridays) will be free of Parent Conferences.

9. I.E.P meetings and 504 meetings may take place at any time during the Teacher Contractual Day except their Uninterrupted Planning Time.

10. Teachers shall plan for instruction and maintain lesson plans either in a written or electronic format for the purpose of preparing daily lessons for each course they teach. Lesson plans shall be "standards based" and aligned to District curriculum resources and shall be followed with sufficient flexibility to allow for varying conditions, events, interruptions, and the varied needs of the students. Lesson plans shall be readily available for review by the administration and for the use of each potential substitute teacher who may be called upon to conduct the regular teacher's classes. At the discretion of the administrator, teachers may be required to submit their lesson plans to the administrator for review.

11. The administration will, to the extent possible, limit teachers' Non-Teaching Duties and assure that such Non-Teaching Duties are evenly distributed among all teachers. The assignment of Non-Teaching Duties shall not be used as a punitive measure or as any form of discipline. Elementary School Non-Teaching Duties shall be limited to no more than thirty (30) minutes per day for any teacher.

12. Teachers are required to attend two (2) activities each semester outside of the Teacher Contractual Day. These activities are to be related to instruction (e.g. parent visitation, back-to-school nights). During the preschool period, the administration and the teachers shall develop a tentative schedule of evening activities for the year. The assignments for attending and participating in these activities shall be fairly and equitably distributed among all the teachers.

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

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

### **ARTICLE 28 COVERING CLASSES**

When a teacher is absent, other teachers may be requested to volunteer to cover his/her class. If no teacher volunteers, the students will be disbursed among other classes (excepting planning time). Teachers who cover for absent colleagues may be compensated through a pro-ration of the savings from not paying a substitute. If a classroom teacher or a member of the instructional staff covers the class or classes of an absent teacher, he/she shall be eligible to receive twelve dollars (\$12) per hour or period for each hour or class period provided in coverage. If less than an hour or period, the amount will be prorated. If coverage extends beyond one hour, additional time will be compensated at the rate of six dollars (\$6) for each additional half-hour.

### **ARTICLE 29**

#### **SELECTION OF DEPARTMENT CHAIRS/TEAM LEADERS/GRADE LEVEL CHAIRS**

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

### **ARTICLE 30 FINANCIAL SUPPORT**

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

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

## ARTICLE 31 TEACHER TRAVEL

- A.** Teachers whose duties require travel between two (2) or more schools are authorized reimbursement for automobile use. They will be paid school board mileage rate for operating costs. When no "home school" exists in either practice or assignment, mileage shall be computed as follows: total authorized mileage per day minus round trip mileage to nearest assigned school from teacher's home.
- B.** If teachers are required to transport pupils to activities which take place away from the school grounds, they shall be reimbursed at the rate of school board mileage rate for the use of their personal automobile. Employees using personal cars for school business are required to carry liability insurance. Students riding in teachers' cars on field trips and to various school meetings are covered by the liability car insurance carried by the teacher. The Board has a non-owner's liability policy which extends beyond the limits of the teacher's insurance. In order for additional coverage to apply, the name of the driver and the insurance carrier must be registered with the Board's administrator of risk management prior to the trip.
- C.** Annually, the Board shall allocate an amount of discretionary travel funds to each school.

## ARTICLE 32 TEACHER EVALUATION

### PREAMBLE

The parties acknowledge that revisions to the agreement governing the teacher evaluation system are necessary because of recent changes in applicable law. 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 monitor this new system to ensure, as much as reasonably possible, that it is a fair, valid, and reliable teacher evaluation system and to make changes, as needed, to achieve this goal. The following contract language will be subject to re-openers and review within one year from its full implementation upon request by either party. Further, the parties agree that should at any time the Florida law applicable to such evaluation procedures be changed or overturned by final order of a court of competent jurisdiction to which the Pinellas County School Board is subject, then in that event the parties agree to promptly renew collective bargaining negotiations for the purposes of modifying the procedures set forth in this article.

### Definitions:

- A.** Feedback: Written or verbal comments from the administrator to the teacher regarding the observation.
- B.** Final Evaluation: This includes all components of the Teacher Evaluation System. Specifically, it includes the instructional practice score (sometimes referred to as the "administrative review"), the deliberate practice score and the student growth score. It is the Summative Evaluation plus the student growth score.

- C. 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.
- D. Formative Evaluation: This is the evaluation conducted with teachers on a probationary contract within the first sixty (60) workdays of employment. Its purpose is to help the teacher develop his/her practice.
- E. Informal Observation: This observation is approximately 10-20 minutes with feedback.
- F. 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. An observation can be “formal” or “informal” as defined above.
- G. Post-Observation Conference: A conference between the administrator and the teacher after the observation where the administrator provides feedback.
- H. 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.
- I. Summative Evaluation: This evaluation includes all components of the Teacher Evaluation System except the student growth score. Specifically, it includes the instructional practice score (sometimes referred to as the “administrative review”) and the deliberate practice score. The teacher will complete a self-evaluation and submit it to the administrator to be considered as part of the Summative Evaluation.
- 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 in “Domain 1” 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. The evaluation forms and procedures to be used will comply with all requirements as set forth in Section 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.
3. In accordance with Section 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 at least two Informal Observations and two Formal Observations.
2. The first Formal Observation and Formative Evaluation will be completed in the first sixty (60) workdays of their employment. Specific recommendations shall be provided to teachers to facilitate improvement in their instruction.
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. Within three workdays after the Post-Observation Conference held in connection with the Summative Evaluation, a teacher may submit additional evidence to be considered by the principal regarding "Domains 2, 3 and 4" as described on the evaluation instrument. An additional conference may be scheduled if the principal believes the evidence submitted requires clarification. The teacher will be notified in writing of the decision of the principal related to the additional evidence if an additional conference is not conducted.
5. The teacher will sign the Summative Evaluation. The teacher's signature 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.

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

1. All Annual, PSC and CC teachers will be evaluated annually and must have at least one Formal Observation and three Informal Observations. A minimum of three of these observations must occur no later than the end of the third grading period.
2. The Summative Evaluation shall be completed no later than four (4) weeks prior to the end of the post-school year. Within three (3) workdays after the Post-Observation Conference held in connection with the Summative Evaluation, a teacher may submit additional evidence to be considered by the principal regarding "Domains 2, 3 and 4" as described on the evaluation instrument. An additional conference may be scheduled if the principal believes the evidence submitted requires clarification. The teacher will be notified in writing

of the decision of the principal related to the additional evidence if an additional conference is not conducted.

3. The teacher will sign the Summative Evaluation. The teacher's signature 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 non-renewed at the end of their annual contract subject to the right to appeal as set forth in Section D.

#### 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 five (5) 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. Annual and Probationary Contract Teacher's Right to Appeal the Non-Renewal or Decision not to Grant a Contract

1. Teachers on a probationary contract, who have completed their contract term and received a score of Effective or Highly Effective on their Summative Evaluation, may appeal the principal's decision not to recommend the renewal of their annual contract.
2. Annual contract teachers who received a score of Effective or Highly Effective on their Summative Evaluation or who received less than Effective on their Summative Evaluation but had received Effective or Highly Effective on their Final Evaluations for each of the three preceding years, may appeal the principal's decision not to recommend the renewal of their annual contract.
3. To initiate the appeal, the teacher will submit a written request to the Assistant Superintendent for Human Resources who will schedule a meeting with the Area Superintendent, the teacher and his/her representative. The principal and other staff called upon by the Assistant Superintendent for Human Resources will also be present at the meeting. The principal will explain the basis upon which the decision not to renew or offer an annual contract, was made. The Area Superintendent and the Assistant Superintendent for Human Resources will determine the appropriateness of the recommendation. Such

determination shall be in their sole discretion and shall not require just cause. There shall be no appeal from or challenge to their decision nor shall it constitute a basis for grievance.

4. If the recommendation which is the subject of the appeal is determined to be appropriate, the teacher shall be notified. If the recommendation is determined to be inappropriate, the Assistant Superintendent for Human Resources may direct that the teacher remain at the school or may find alternative placement.

#### Section F. 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 Section 1012.33, F.S. and Section 1012.335, F.S.
2. The appeal shall be reviewed by a three (3) member panel which shall include the Area Superintendent, the Assistant 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 Section 1012.33, F.S. and Section 1012.335, F.S.

### **ARTICLE 33 TEACHER FILES**

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

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

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

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

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

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

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

### **ARTICLE 34 COMPLAINTS**

A. The principal shall accept and acknowledge complaints against teachers.

B. The principal shall confer with the teacher and inform the teacher of the complaint. The principal shall inform the teacher of his/her response, the action the principal contemplates, and the results of such action. When any action will affect the status of the teacher, a written record shall be made.

C. The Board will not tolerate harassment, or abuse of teachers by parents, other citizens, students and/or other Board employees.

D. Anonymous complaints shall be so recorded. No action affecting the teacher's status shall be instituted based solely upon an anonymous complaint.

### **ARTICLE 35 CONDITIONS FOR SUPPLEMENTAL COMPENSATION**

A. It shall be the responsibility of the principal or other designated agent of the Board to recommend, on an annual basis, those individuals who are to receive salary supplements. Should special circumstances dictate, the principal may realign the nature of supplements. All supplements shall expire on the last day of the employee's work year.

B. Positions which qualify an individual for additional compensation shall be those maintained by the Human Resource Office for budgetary purposes. Amendments to this listing shall be accomplished through the bargaining process. The parties encourage individual faculties to develop alternative supplement models. The parties shall provide adequate financial and planning resources to those schools that create staffing models which promise improved educational opportunities.

C. It is the intent of the parties that supplements are paid for additional responsibilities requiring additional time during or after the school day. It is the responsibility of the supplement receiver and their immediate supervisor to determine the extent of the responsibilities. Disputes will be resolved by the parties.



## ARTICLE 36 TEACHER CONTRACTS

### A. DEFINITIONS - As used in this Article, the term:

1. "Annual contract" means an employment contract for a period of one (1) school year that the Board may choose to award or not award without cause.

2. "Probationary contract" means an employment contract for a period of one (1) school year awarded to teachers upon initial employment in the school district. A probationary contract will be awarded regardless of previous employment in another school district or state. Probationary contract teachers may be dismissed without cause or may resign without breach of contract. The Board may not award a probationary contract more than once to the same teacher.

### B. EMPLOYMENT.

1. Each individual newly hired as a teacher by the Board will be awarded a probationary contract. Upon successful completion of the probationary contract, the Board may award an annual contract pursuant to paragraph (b).

2. An annual contract may be awarded to teachers who successfully completed a probationary contract or have received one or more annual contracts from the Board and who meet these conditions:

- a) Hold an active professional certificate or temporary certificate issued pursuant to s. 1012.56 and rules of the State Board of Education;
- b) Have been recommended by the Superintendent for the annual contract based upon the individual's evaluation under s. 1012.34 and approved by the Board; and
- c) Have not received two consecutive annual performance evaluation ratings of unsatisfactory, two annual performance evaluation ratings of unsatisfactory within a three (3) year period, or three (3) consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory.

### C. REAPPOINTMENTS.

If an annual contract teacher is not to be recommended for reappointment, the teacher shall be notified by the HR Department via the principal at the time the principal makes his or her decision. This notification shall not be later than four (4) weeks prior to the end of the post-school year.

### D. VIOLATION OF ANNUAL CONTRACT.

Teachers who accept a written offer from the Board and who leave their positions without prior release from the Board are subject to the jurisdiction of the Education Practices Commission.

## E. LIMITATION.

An individual newly hired as a teacher, or any district teacher who did not hold a professional services or continuing contract as of July 1, 2011, is ineligible for a professional services or continuing contract, unless a final non-appealable order of a court of competent jurisdiction reaffirms the teacher's right to achieve a professional service contract.

1. Those teachers who held professional service contracts or continuing contracts as of July 1, 2011, will continue to hold them in accordance with Sec. 1012.33 and this Agreement. All such contracts, except continuing contracts, shall contain provisions for dismissal during the term of the contract only for just cause as set forth in Article 37.

2. Any teacher who violates the terms of such contract or agreement by leaving his or her position without first being released from his or her contract or agreement by the Board shall be subject to the jurisdiction of the Education Practices Commission.

3. A professional service contract shall be renewed each year unless:

- a. The district school superintendent, after receiving the recommendations required by Sec. 1012.34, charges the teacher with unsatisfactory performance and notifies the teacher of performance deficiencies as required by Sec. 1012.34; or
- b. The teacher receives two (2) consecutive annual performance evaluation ratings of unsatisfactory under s. 1012.34, two (2) annual performance evaluation ratings of unsatisfactory within a three (3) year period under s. 1012.34, or three consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory under Sec. 1012.34.

## **ARTICLE 37 DISCIPLINE, SUSPENSION, DISMISSAL AND RESIGNATION OF TEACHERS**

A. Discipline of teachers including but not necessarily limited to dismissal, reprimand, or suspension, shall be for just cause.

B. Instructional personnel are subject to suspension or dismissal as provided for in Sections 1012.33, 1012.335 and 1012.34, Florida Statutes.

C. Procedure

1. The procedure for suspension, dismissal and return to annual contract status for Continuing Contract teachers shall be governed by Sec. 1012.33(4), F.S.

2. Professional Service Contract teachers may be suspended or dismissed at any time during the term of the contract for just cause as provided above. The Board must notify the employee in writing whenever charges are made against the employee and may suspend such person without pay; but, if the charges are not sustained, the employee shall be immediately reinstated, and his or her back salary shall be paid. If the employee wishes to contest the charges, the employee must, within fifteen (15) days after receipt of the written notice, submit a written request for a hearing. Such

hearing shall be conducted by an administrative law judge assigned by the Division of Administrative Hearings of the Department of Management Services. The recommendation of the administrative law judge shall be made to the Board. A majority vote of the membership of the Board shall be required to sustain or change the administrative law judge's recommendation. The determination of the Board shall be final as to the sufficiency or insufficiency of the grounds for termination of employment.

3. Annual Contract teachers may be suspended or dismissed at any time during the term of the contract for just cause as provided above. The Board shall notify the employee in writing whenever charges are made and may suspend such person without pay. However, if the charges are not sustained, the employee shall be immediately reinstated and his or her back pay shall be paid. If the employee wishes to contest the charges, he or she must, within fifteen (15) days after receipt of the written notice, submit a written request for a hearing to the Board. A direct hearing shall be conducted by the Board or a subcommittee thereof within sixty (60) days after receipt of the written request. The hearing shall be conducted in accordance with Sec. 120.569 and 120.57, F.S. A majority vote of the membership of the Board shall be required to sustain the Superintendent's recommendation. The Board's determination is final as to the sufficiency or insufficiency of the grounds for suspension without pay or dismissal. Any such decision adverse to the employee may be appealed by the employee pursuant to Sec. 120.68, F.S.

4. The Board sits in a quasi-judicial capacity with respect to employee discipline cases, both those referred to the Division of Administrative Hearings and those it hears directly. The Uniform Rules of Procedure, Chapter 120, and Board policy 0133 shall govern shall apply to and govern the Board's quasi-judicial proceedings as applicable.

#### D. Resignation.

The Board has delegated to the Superintendent the authority to accept or reject resignations on the Board's behalf and to suspend teachers for up to three (3) days without pay. All resignations shall be irrevocable by the resignee once tendered unless the Superintendent otherwise consents in writing. The resignation shall be submitted to the Board at a regular or special meeting.

### **ARTICLE 38 PROFESSIONAL SERVICE CONTRACT PERFORMANCE PROBATION**

If a teacher who holds a professional service contract as provided in Sec. 1012.33 is not performing his or her duties in a satisfactory manner, the evaluator shall notify the teacher in writing of such determination. The notice must describe such unsatisfactory performance and include notice of the following procedural requirements:

Upon delivery of a notice of unsatisfactory performance, the evaluator must confer with the teacher who holds a professional service contract, make recommendations with respect to specific areas of unsatisfactory performance, and provide assistance in helping to correct deficiencies within a prescribed period of time.

The teacher who holds a professional service contract shall be placed on performance probation and governed by the provisions of this section for ninety (90) calendar days following the receipt of the notice of unsatisfactory performance to demonstrate corrective action. School holidays and school vacation periods are not counted when calculating the ninety (90) calendar-day period. During the ninety (90) calendar days, the teacher who holds a professional service contract must be evaluated

periodically and apprised of progress achieved and must be provided assistance and in-service training opportunities to help correct the noted performance deficiencies. At any time during the ninety (90) calendar days, the teacher who holds a professional service contract may request a transfer to another appropriate position with a different supervising administrator; however, if a transfer is granted pursuant to Sections 1012.27(1) and 1012.28(6), it does not extend the period for correcting performance deficiencies.

Within fourteen (14) days after the close of the ninety (90) calendar days, the evaluator must evaluate whether the performance deficiencies have been corrected and forward a recommendation to the district school superintendent.

Within fourteen (14) days after receiving the evaluator's recommendation, the district school superintendent must notify the teacher who holds a professional service contract in writing whether the performance deficiencies have been satisfactorily corrected and whether the district school superintendent will recommend that the Board continue or terminate his or her employment contract. If the teacher wishes to contest the district school superintendent's recommendation, the teacher must, within fifteen (15) days after receipt of the district school superintendent's recommendation, submit a written request for a hearing. The hearing shall be conducted by an administrative law judge assigned by the Division of Administrative Hearings of the Department of Management Services. The hearing shall be conducted in accordance with chapter 120. The recommendation of the administrative law judge shall be made to the Board. A majority vote of the membership of the district school board shall be required to sustain or change the administrative law judge's recommendation. The determination of the Board shall be final as to the sufficiency or insufficiency of the grounds for termination of employment.

### **ARTICLE 39 TEACHING LOADS**

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

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

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

3. Except as provided for in Article 15, teachers may be required to attend two (2) activities each semester outside the regular working day. Said meetings are to be involved with the communications of instruction (e.g. parent visitation, back-to-school). During the preschool period, the staff shall develop a tentative schedule of evening activities for the year. In schools which do not utilize the optimum number of meetings as described above, faculties shall establish reasonable and appropriate activities as substitutions for the above. If said activity involves the control and supervision of students, the assignments shall be fairly and equitably distributed among the entire staff.

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

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

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

1. Use a differentiated budgeting process to provide for the needs of his/her school.
2. Solicit and utilize input into the development of the master schedule. Input provided through departmental, team and/or Small Learning Community (SLC) structures shall include: required daily planning time for faculty; balancing loads among staff; maximizing teaming opportunities; utilizing individual experience and strengths for maximum effect; utilizing blocks of time when best suited for delivery of instruction; and number of preparations required of individual teachers pursuant to Section F. of this Article.
3. Maximize teaming opportunities where appropriate, utilize the individual strengths and qualifications of staff and consider the effective use of blocks of time when best suited for delivery of instruction.
4. Where a faculty wishes to develop a schedule that requires a waiver of specific contractual provisions and is viable from a financial and logistical perspective, a two-thirds vote shall be required pursuant to current contract language in effect. Only instructional personnel who will be at the school when the waiver is implemented are eligible to vote. An eligible voter, at a minimum, must work at the school fifty (50) percent of the school day. No revote on the same waiver or variation of that waiver is permitted within a ten (10)-month period from the original vote and must be for the next school year. All such proposals shall be submitted in writing to the parties for consideration. A secret-ballot election will be held by the Principal's Designee and the Lead PCTA Faculty Representative or a representative from the Association.

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

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

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

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

H. Grading periods:

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

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

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

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

K. It is a reasonable expectation that teachers will have up to ten (10) working days to enter graded assignments to the Digital gradebook. Extensions may be requested and granted by principals for sufficient reasons related to the employee's health, leave status, students with makeup assignments or other extenuating circumstances.

## **ARTICLE 40 EQUAL RIGHTS**

The Board shall adopt policies to ensure equal rights to all teachers as per the Florida Education Equity Act, Chapter 1000.05 F.S.

## **ARTICLE 41 PAYROLL DEDUCTIONS**

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

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

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

D. Association Deductions

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

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

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

#### **ARTICLE 42 USE OF PRE- AND POST-SCHOOL PLANNING TIME**

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

- A. At least one (1) hour shall be allotted for Association meetings.
- B. One (1) hour during post school may be scheduled by each faculty for a faculty social.
- C. Internal meetings shall be held to a minimum to allow maximum preparation time by teachers. One day or two half days during the pre-school period shall be designated as instructional excellence day and no meeting or activities will be scheduled by the Administration or Association. Should the pre-school period be reduced, this subsection will be readdressed by the parties.
- D. Teachers may be required to attend necessary countywide and school-based meetings.
- E. Teachers not attending any of the above functions shall be expected to be working in their own buildings.
- F. In twelve (12) month programs, special attention shall be paid to providing adequate pre- and post-school and pre- and post-grading period time. Board will review and implement where feasible methods allowing teachers assigned to alternative schedules to participate in professional education activities.

#### **ARTICLE 43 SCHEDULE OF SALARY PAYMENTS**

- A. Teachers shall have the option to receive their salary on a ten (10) month or twelve (12) month basis.
- B. Except for the first and last paycheck, payment shall be made biweekly with the annual salary divided into equal payments, as close as possible, for the period of employment.
- C. Payment shall be made on the Friday following the end of a pay period. All personnel are paid by direct deposit.
- D. Any balance of the Board's contractual salary commitment shall be included in the last check of the year.

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

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

#### **ARTICLE 44 PART-TIME TEACHERS**

A. In rare instances it may be expedient to employ persons to teach in the regular school program for a few hours each day, or for a sporadic number of days which will be less than the total number of days in the school year. The standard net time for purposes of computing salary on a daily basis will be seven (7) hours per day.

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

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

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

#### **ARTICLE 45 SALARIES AND SALARY SUPPLEMENTS**

A. The annual salary for members of this bargaining unit shall be set forth in Appendices A through A2 as follows:

1. It is understood that these rates are for the established one hundred ninety eight (198) days, which is inclusive of six (6) paid holidays as determined in the Calendar Committee process. It is further understood that incremental steps on the salary schedule are subject to renegotiations every year and are not automatically payable until such time as a new salary schedule has been ratified. The 2015-2016 Grandfathered Salary Schedule includes one step advancement for all eligible teachers. Florida Statutes prohibits salary adjustments based on experience for teachers on the Performance Salary Schedule. Therefore, there is no step advancement on the Performance Salary Schedule.

2. The parties agree to a thorough review of the salary schedule during 2015-2016 to begin adjusting the base schedule to reduce dependence on the referendum supplement over time.



B. Credit on the salary schedule shall be given in the amount set forth in this Agreement. Any teacher completing more than one-half (1/2) of a year (99 days) shall be granted a full year's placement on the schedule. Current employees seeking long-term leaves must complete ninety- six (96) days of service in order to be granted a full year's placement on the schedule.

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

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

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

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

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

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

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

G. Credit for channels on the salary schedule shall be granted on the basis of earned degrees from accredited institutions, appropriate vocational certification, and approved college credit which may be applied toward a degree or contribute to teacher effectiveness. A committee composed of an

equal number of teachers appointed by the Association and administrators shall develop criteria and hear appeals to level placement. An hour is defined as one (1) semester hour. A quarter hour is 2/3 of a semester hour. In converting quarter hours to semester hours, fractions will be rounded to the nearest whole number.

H. Supplements shall be paid in the manner set forth in the District Compensation Manual. The parties agree to a thorough review of Supplemental Salary positions and pay during the 2015-2016 year to make recommendations to the bargaining teams including a comparative analysis of duties, functions, time, student numbers, risk or other factors determined to be relevant and recommended supplemental salaries in time to include such recommendations in negotiations over salary for the 2016-2017 school year.

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

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

#### **ARTICLE 46 SUMMER PROGRAM**

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

## ARTICLE 47 CREDIT FOR PRIOR SERVICE ON SALARY SCHEDULE

- A. Except for instructional personnel rehired following completion of the DROP program or those re-employed who are receiving benefits from the Florida Retirement System (FRS), credit on the instructional salary schedule will be granted for all verified public school experience in accordance with state law. Instructional personnel rehired following completion of DROP or those re-employed who are receiving benefits from the Florida Retirement System, shall be provided experience consistent with Section B. below.
- B. Teachers who are extended or rehired after completing the DROP program and those who are re-employed following retirement from FRS, shall be entitled to a maximum of eight (8) years of experience on the salary schedule. Where teachers have less than eight (8) years of Florida experience, "out-of-county" experience may be combined to a maximum of eight (8) years of credit. The term "out-of-county" includes full-time teaching experience outside Pinellas County, full-time private school teaching experience and related work experience as provided for in this contract. No additional "out-of-county" experience is allowed to teachers who have eight (8) or more years Florida teaching experience.
- C. A maximum of three (3) years of credit is allowed for service in the armed forces of the United States subsequent to January 1, 1940, such credit to be included in the maximum of eight (8) years allowed for "out-of-county" credit.
- D. Full-time vocational and/or technical shop and technical laboratory instructors, related instructors, cooperative coordinators, vocational business teachers, DCT teachers, and other related members of the unit will receive credit for each year required for certification. One (1) year for each year or major fraction thereof spent full-time in the occupation is acceptable up to a maximum of six (6) years. Should a teacher change positions and no longer occupy a full-time unit, he/she will lose all previously granted work experience. An employee involuntarily reassigned from a position which provided work experience credit shall be allowed to maintain his/her present step on the salary schedule until such time as the schedule equals actual experience or until the employee returns to a vocational position, whichever comes first. Should an employee be offered reinstatement to a position that warrants work experience credit and the employee declines placement, the employee's salary shall be adjusted as if it were a voluntary assignment.
- E. Former Pinellas County teachers who re-enter teaching service will receive credit for all teaching experience previously granted. This provision shall not apply to instructional personnel extended or rehired after completion of DROP or those receiving benefits from the Florida Retirement System.
- F. Hourly and/or part-time teaching experience in Pinellas County schools, shall be allowed to teachers who subsequently are employed as regular full-time teachers. One (1) year of experience will be allowed for each fiscal year in which a teacher accrues at least nine hundred (900) hours. Such experience will be in addition to out-of-county, military, and related work experience as prescribed above.
- G. Long-term substitute teaching experience is allowed to teachers who hold Bachelor's degrees and are subsequently employed as regular full-time teachers. Long-term substitute teaching

experience completed within three (3) years prior to accepting full-time assignment, as a regular full-time teacher shall be granted. One (1) year of experience will be allowed for each fiscal year in which a teacher accrues more than one-half (1/2) the number of days in service in place of the same teacher. The number of days will be 100 days for a ten (10) month teacher.

H. The parties may grant additional years of experience for related work experience or supplemental one (1) year compensation when mutually agreed to by the parties. Such determinations shall be considered pre-employment conditions or shall address salary equity questions.

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

1. The work experience must have been in an area substantially similar to that which the employee is expected to perform.

2. The work experience must have been in a position which normally requires a baccalaureate or a technologically advanced level of training.

3. Annually, the parties shall identify a maximum number of years to be granted and the specific areas in which such credit shall be allowed.

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

## **ARTICLE 48 EMPLOYEE BENEFITS**

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

The Board will pay approximately 80% of the annual health insurance premium for the duration of this agreement. Individual amounts will vary based on the plan selected.

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

C. Premium payments for insurance coverage are deducted from the employee's gross salary before taxes are taken. Because FLEX is considered by IRS as a salary reduction plan elections may

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

Eligibility - Regular employees who work at least thirty (30) hours per week, job-share employees and employees who work two (2) part time regular jobs totaling more than thirty (30) hours per week are eligible for benefits. Dependent eligibility guidelines will be in accordance with provisions outlined in the Beneflex Guide.

D. Enrollment:

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

Open Enrollment: The Board provides an annual enrollment period during which an employee may add, cancel, or change coverage.

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

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

G. Basic Board Life - The Board shall provide, to eligible employees, group term life insurance in the amount of one (1) times annual salary rounded up to the next one thousand dollars (\$1,000) with a minimum amount of \$15,000.

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

The Board contributes toward the cost of employee benefits each pay period September through June when a Board issued paycheck is received (not to exceed twenty (20) contributions per calendar year) In any period during which a paycheck is not earned, the employee will owe both the Board contribution amount and normal insurance deductions. Board contribution amounts vary and are negotiated annually.

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

No-Health Option: If an employee does not select health insurance coverage, the employee may apply the predetermined "No-Health Board contribution" toward the purchase of certain supplemental insurance benefits. The parties agree to provide benefits eligible employees who do not elect health insurance up to \$ 75.00 a pay period in flex credits to be used to purchase supplemental benefits including Dental, Vision, AD & D, Short-Term and Long-Term Disability, the Hospital Confinement Plan and the Health Care Reimbursement Account (HCRA). The maximum amount of board provided flex credits elections into the HCRA may not exceed \$25 a pay period and the minimum election amount may not be less than \$5.00.

Funds deposited into the HCRA will be administered in accordance with IRS guidelines and the district's administrative procedures governing its Flex plan. The maximum amount that the district will contribute annually to the HCRA is \$500. Any unused flex credits will be forfeited. Due to the monthly administration fee, a minimum of \$5.00 per pay has been established. Employees may not use these credits to purchase Optional Employee or Dependent term life or apply toward the dependent care reimbursement accounts or MetLife Voluntary products. Board contribution is not cumulative and Board contribution not used is forfeited.

Eligible married Board employees, both working for the District, who wish to be covered by the same health insurance plan and have at least one additional dependent (total of three persons), may select the Two (2) Board family option.

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

For all insurance programs, payment of premiums does not guarantee that coverage is in effect. Coverage and eligibility are determined by the insurance contract and the policies and procedures of the Risk Management Department. If premiums are collected in error, a refund will be issued. In the event of a discrepancy in coverage, Risk Management records are determinative, unless the employee can provide a copy of an approved enrollment form to the contrary. Enrollment in a Board benefit plan authorizes the Board to payroll-deduct any and all required insurance premium(s). Employee rates are reflected in the Beneflex Guides.

J. Waiver of Health Insurance Premium - An employee on an approved leave of absence who cannot work because of total disability and has used all available sick leave and vacation time may apply for waiver of his/her health insurance premium. Employees must apply for the waiver within thirty (30) days of the date of eligibility notification from the risk management and insurance department. Waiver of premium (total cost of health insurance) will begin 90 days from the beginning of his/her disability and after exhaustion of FMLA, whichever is later, and will be considered while on an approved leave through Personnel. Waiver of premium documentation must be submitted at least every six (6) months or upon request. Failure to provide this documentation will result in cancellation of the waiver of premium option.

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

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

M. Retiree Insurance - An employee who retires with six (6) or more years of service and elects to receive a state retirement check or retirees under the FRS investment plan with thirty (30) or more years of service may participate in the retiree insurance program. Benefit election must be made within thirty (30) days of the effective date of retirement. Employees who do not enroll at retirement shall be ineligible for future participation in the Board retiree insurance program. Retirees may only continue the health insurance in effect at the time of retirement. Basic board provided life insurance benefits may be continued or decreased but may not be increased. Life insurance benefits are subject to age reduction formulas as determined by the carrier. Retirees may also maintain dental coverage only as allowed by the provider and may also maintain coverage in the vision plan. Accidental death and dismemberment and Optional term life insurance benefits may be continued as an individual contract subject to insurance company procedures. Income protection coverage ends upon retirement. Retirees may make changes in coverage in accordance with carrier guidelines.

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

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

P. Workers' Compensation - The Board provides Workers' Compensation benefits pursuant to Florida Statute, Chapter 440. Workers' Compensation indemnity benefits paid in combination with an employee's sick leave or vacation time shall not exceed the employee's bi-weekly salary. Whenever possible the Board will provide for up to ninety (90) days, light or modified duty for any employee returning to work after a job-related injury. Reasonable accommodations will **be** made in accordance

with restrictions of the authorized treating physician. The employee is required to report for work on the day indicated by the authorized treating physician.

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

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

S. Vision Coverage –The Board will provide Employee Only vision coverage to all benefit eligible employees at no cost (employees must enroll). Employees may elect to cover a spouse and/or dependents through voluntary payroll deduction or flex credits.

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



## Appendix A

### Performance and Grandfathered Salary Schedules for 2014-2015 and Beyond

Beginning with the 2015-2016 school year, the parties will annually identify the amount of funds available for annual salary adjustments for instructional employees. The funds will be allocated to each of the two salary schedules (performance and grandfathered) pro-rated based on the total salary of the members of each schedule. Due to the numerous variables which cannot be predicted at this time, this formula may need to be reconsidered if the parties determine that the schedules cannot be practically implemented.

The funds allocated to the performance salary schedule, as set forth above, will be allocated among all instructional employees eligible to receive annual salary adjustments. An employee is eligible to receive an annual salary adjustment to their base salary if they have received an effective or highly effective rating on their annual performance evaluation for the preceding year. The annual salary adjustment allocated to highly effective instructional employees on the performance pay schedule must be greater than the largest adjustment received that year by any employee on the grandfathered schedule. The amount of the annual salary adjustment for an instructional employee rated effective will be at a rate of 75% of the amount allocated to instructional employees rated highly effective. All personnel on the performance pay schedule will receive only a cost of living adjustment (COLA), if one is granted as described below.

The funds allocated to the grandfathered salary schedule, as set forth above, will be allocated among the instructional employees on the grandfathered salary schedule at the discretion of the bargaining representatives of the Pinellas Classroom Teachers Association, provided that any annual adjustment on the grandfathered salary schedule shall not be greater than the annual adjustment available to highly effective instructional employees on the performance pay schedule. Only instructional employees receiving a highly effective, effective, developing or needs improvement rating on their annual performance evaluation for the preceding year will be eligible for an annual salary adjustment. Instructional staff rated unsatisfactory will not be eligible for an adjustment. All personnel on the grandfathered salary schedule will receive the (COLA) if one is granted as described below.

From the available funds each year, an amount may be set aside for the COLA to be distributed equally among all instructional employees. The COLA if granted will not exceed 50% of the annual salary adjustment provided to instructional employees rated as effective on the performance salary schedule.

Continuing Contract (CC) or Professional Services Contract (PS) instructional employees on the grandfathered schedule who elect to move to the performance salary schedule may do so at any time prior to July 1 of each year. For any CC or PS instructional employee making that election, the base salary of the prior school year will become their new base salary prior to any adjustments made for the ensuing school year on the performance salary schedule. Any CC or PS instructional employee opting to be placed on the performance salary schedule will relinquish that contract and be placed on an Annual Contract and may not return to a CC or PS or the grandfathered salary schedule.

Placement of Annual Contract Teachers: All teachers on an annual contract as of July 1, 2014, will move to the performance salary schedule unless otherwise provided by law. The base salary for teachers placed on the performance salary schedule will be at a salary level equal to the step on the most current grandfathered schedule. Teachers, who are fully hired to Pinellas County Schools having previous verifiable instructional experience outside of the district, will be placed on the performance salary schedule at a salary level equal to the stop on the most current grandfathered schedule for such years of experience.

Should the current statutes regarding any of these salary issues change, the parties agree to renegotiate any and all of the provisions of this agreement. Additionally, such implementation of any salary increases **is in** contingent on availability of district funds. Annual adjustments are subject to budget constraints and not guaranteed.

**APPENDIX A1**  
**PINELLAS COUNTY SCHOOL BOARD**  
**GRANDFATHERED SALARY SCHEDULE\***  
(Professional Service Contract and Continuing Contract Instructional Staff)  
2015/2016 School Year

Years	Level 1 **	Level 2**	Level 3**	Level 4**	Level 5**
	Bachelor's	Prof. Certificate 15	Master's	Specialist	Doctorate
0	40,745	41,545	42,925	44,095	45,245
1	40,851	41,651	43,031	44,201	45,351
2	40,851	41,651	43,031	44,201	45,351
3	40,851	41,651	43,031	44,201	45,351
4	40,851	41,651	43,031	44,201	45,351
5	42,101	42,901	44,281	45,451	46,601
6	42,401	43,201	44,581	45,751	46,901
7	42,551	43,351	44,731	45,901	47,051
8	42,551	43,351	44,731	45,901	47,051
9	43,745	44,545	45,925	47,095	48,245
10	44,105	44,905	46,285	47,455	48,605
11	44,468	45,268	46,648	47,818	48,968
12	44,835	45,635	47,015	48,185	49,335
13	45,245	46,045	47,425	48,595	49,745
14	45,745	46,545	47,925	49,095	50,245
15	46,195	46,995	48,375	49,545	50,695
16	46,695	47,495	48,875	50,045	51,195
17	47,367	48,167	49,547	50,717	51,867
18	48,101	48,901	50,281	51,451	52,601
19	48,901	49,701	51,081	52,251	53,401
20	49,701	50,501	51,881	53,051	54,201
21	50,801	51,601	52,981	54,151	55,301
22	52,451	53,251	54,631	55,801	56,951
23	54,101	54,901	56,281	57,451	58,601
24	55,751	56,551	57,931	59,101	60,251
25	57,401	58,201	59,581	60,751	61,901
26	59,051	59,851	61,231	62,401	63,551
27	60,901	61,701	63,081	64,251	65,401
28	62,651	63,451	64,831	66,001	67,151
29	64,001	64,801	66,181	67,351	68,501
30+	64,501	65,301	66,681	67,851	69,001

\* Pending ratification and School Board approval.

\*\* Includes a cost of living adjustment of \$250.

The amounts above include \$3,417 in referendum supplement dollars effective 7/1/2015 to 6/30/2016 that were approved by the voters of Pinellas County. The Board will direct a representative of the Finance Division to certify to the Bargaining Leadership Team (BLT) the amount of this supplement each year as determined by changes in the certified tax roll projections and actual tax collections for the previous year. Adjustments to the supplement shall be calculated and conveyed to the BLT consistent with Board Policy relating to the voter approved 0.5 mill referendum stating that 80% of the tax is designated as the referendum supplement. All adjustments to the supplement for individual salaries of instructional employees shall be retroactive to July 1st of the fiscal year.

- \* Base rate is defined as the scheduled salary minus the \$3,417 in referendum supplement.
- \* Placement on Level 4 of the Salary Schedule shall be made available to those teachers who have completed and verified all requirements for the doctoral degree with the exception of the dissertation (ABD).
- \* This salary schedule is for 198 Teacher Days.

10/1/15

**APPENDIX A2**  
**PINELLAS COUNTY SCHOOL BOARD**  
**PERFORMANCE SALARY SCHEDULE\***

(Instructional staff with an Annual or Probationary Contract)  
 2015/2016 School Year

	2014/2015	Placement Salary with Referendum 2015/2016	Salary with Cost of Living Adjustment	Salary if Highly Effective	Salary if Effective
Years		(\$201.00)	(\$250.00)	(\$1,651.00)	(\$1,238.25)
0	40,294	40,495	40,745	42,396	41,983
1	40,400	40,601	40,851	42,502	42,089
2	40,400	40,601	40,851	42,502	42,089
3	40,400	40,601	40,851	42,502	42,089
4	40,400	40,601	40,851	42,502	42,089
5	40,700	40,901	41,151	42,802	42,389
6	40,700	40,901	41,151	42,802	42,389
7	40,700	40,901	41,151	42,802	42,389
8	41,794	41,995	42,245	43,896	43,483
9	42,154	42,355	42,605	44,256	43,843
10	42,517	42,718	42,968	44,619	44,206
11	42,884	43,085	43,335	44,986	44,573
12	43,294	43,495	43,745	45,396	44,983
13	43,794	43,995	44,245	45,896	45,483
14	44,094	44,295	44,545	46,196	45,783
15	44,594	44,795	45,045	46,696	46,283
16	45,266	45,467	45,717	47,368	46,955
17	46,000	46,201	46,451	48,102	47,689
18	46,800	47,001	47,251	48,902	48,489
19	47,600	47,801	48,051	49,702	49,289
20	48,700	48,901	49,151	50,802	50,389
21	50,350	50,551	50,801	52,452	52,039
22	52,000	52,201	52,451	54,102	53,689
23	53,650	53,851	54,101	55,752	55,339
24	55,300	55,501	55,751	57,402	56,989
25	56,950	57,151	57,401	59,052	58,639
26	58,600	58,801	59,051	60,702	60,289
27	60,250	60,451	60,701	62,352	61,939
28	61,900	62,101	62,351	64,002	63,589
29	62,400	62,601	62,851	64,502	64,089
30+	62,400	62,601	62,851	64,502	64,089

For Comparison  
Purposes Only

Grandfathered Schedule	Salary with Cost of Living Adjustment
Level 1 Bachelor's	(\$250.00)
40,49	40,745
40,60	40,851
40,60	40,851
40,60	40,851
40,60	40,851
41,85	42,101
42,15	42,401
42,30	42,551
42,30	42,551
43,49	43,745
43,85	44,105
44,21	44,468
44,58	44,835
44,99	45,245
45,49	45,745
45,94	46,195
46,44	46,695
47,11	47,367
47,85	48,101
48,65	48,901
49,45	49,701
50,55	50,801
52,20	52,451
53,85	54,101
55,50	55,751
57,15	57,401
58,80	59,051
60,65	60,901
62,40	62,651
63,75	64,001
64,25	64,501

**Pending ratification and School Board approval.**

The amounts above include \$3,417 in referendum supplement dollars effective 7/1/2015 to 6/30/16 that were approved by the voters of Pinellas County. The Board will direct a representative of the Finance Division to certify to the Bargaining Leadership Team (BLT) the amount of this supplement each year as determined by changes in the certified tax roll projections and actual tax collections for the previous year. Adjustments to the supplement shall be calculated and conveyed to the BLT consistent with Board Policy relating to the voter approved 0.5 mill referendum stating that 80% of the tax is designated as the referendum supplement. All adjustments to the supplement for individual salaries of instructional employees shall be retroactive to July 1st of the fiscal year.

- **Base rate is defined as the scheduled salary minus the \$3,417 in referendum supplement.**
- **This salary schedule is for 198 Teacher Days.**

A salary supplement will be used for advanced degrees that are held in the individual's area of certification. In order to receive credit for the advanced degrees, (masters, specialist, or doctorate) employees must provide an official transcript of record showing the award of the earned degree to the Certification Department. Please see chart to the right for supplement amounts.

<i>Advanced Degree</i>	<i>Supplement</i>
Masters	2,180
Specialist	3,350
Doctorate	4,500

10/1/15

## APPENDIX B.

### OTHER COMPENSATION

1. The hourly rate for summer school shall be the teacher's hourly rate.
2. The hourly rate to be paid to teachers, who work with students in programs known as Extended Learning Programs (ELP's), shall be twenty dollars (\$20) per hour for the 2013-2014 school year. Such payment shall be retroactive to July 1, 2013. Beginning with the 2014-2015 school year, the hourly rate of pay for **ELP ILP** teachers will equal the teacher's base hourly rate (which excludes referendum) up to a maximum of twenty nine (\$29) dollars per hour. The parties agree that the term "ELP" encompasses a broad range of school programs.
3. Beginning September 28, 2013, teachers who are offered non-student contact work beyond their regular contractual day shall be paid twenty (\$20) dollars per hour to perform work writing or adapting curriculum, working on school improvement initiatives as outlined in school improvement plans approved by the district, or working on grant-related activities as outlined in district-approved grants.
4. The hourly rate to be paid to teachers who work at the Career, Technical and Adult Education (CTAE) centers in addition to their employment as a full time teacher shall be twenty (\$20) dollars per hour for the 2013-2014 school year. Such payment shall be retroactive to July 1, 2013. However, teachers who are assigned to teach high skill/high wage or performance – earning CTAE funded programs or critical need areas that require highly specialized skills or expertise such as registered nurses, will continue to be paid with a range of \$20 to \$30 dollars per hour.
5. Junior Reserve Officer Training Corp. (JROTC) instructors shall have the option of being paid according to the military pay formula or this salary schedule.

## **APPENDIX C**

### **PINELLAS' VIRTUAL INSTRUCTION PROGRAM**

To meet the requirements of state law regarding virtual instruction and to fulfill student course requests, the District will hire its own teachers to monitor, evaluate and support student progress in those virtual instruction courses. For the 2012-13 school year, the District will offer full-time virtual instruction positions and part-time virtual instruction positions, as needed. Part-time virtual instruction positions are on an adjunct basis and are in addition to a teacher's regular workday. In implementing the District's Virtual Instruction Program, the Board and the Association have agreed to the following:

#### **Full-Time Virtual Instruction Positions:**

Teachers will be hired as needed with full contractual rights, salaries and benefits as all other instructional personnel in the District.

The parties agree to a thorough review of terms and conditions of employment for Full Time Virtual Instruction positions during the 2015-16 year to develop a Memorandum of Agreement or recommendations to the bargaining teams for inclusion in negotiations for the 2016-17 school year.

#### **Part-Time Adjunct Positions:**

1. Teachers will be paid an initial supplement of \$2000 for up to 45 student semester enrollments. In addition, teachers will receive \$50 per successful student completion per semester. A successful student completion occurs when a student completes a course with grade of "A", "B", "C", or "D".
2. After being selected as an adjunct virtual school teacher, but prior to being assigned his/her first virtual class, each teacher must complete an online training program. Teachers will be able to complete the online training pre-requisite at their convenience. The District will provide the after hour staff development rate for scheduled live training sessions.
3. Teachers will be required to have a publishable telephone number and a computer with high-speed internet access. School facilities and equipment may be utilized to the extent that they are normally available and a teacher's regular work responsibilities may not be disrupted.
4. Teachers will be expected to establish weekly "office hours" during which students and parents will be able to communicate with the teacher via telephone. In general, at least five (5) hours of "office hours" should be scheduled each week of instruction. These hours will be set at the teacher's discretion. Additional student and parent contact may be required beyond the teachers established "office hours" and can be conducted in the time, place and manner agreed upon by the teacher and the student or parent.
5. In general, teachers will be expected to return student and parent communication and acknowledge receipt of student work within twenty-four (24) hours of the contact being initiated.
6. Student enrollment will be capped at forty-five (45) for each semester course, with the goal of obtaining thirty (30) successful completions per teacher per semester. Additional student



enrollments beyond the forty-five (45) student cap may be permitted upon mutual agreement by the District and teacher.

7. Teachers will not assigned more than two (2) virtual instruction courses per semester. Additional courses may be permitted upon mutual agreement by the District and teacher.
8. Initial enrollment and registration of students will not be the teacher's responsibility.
9. The board and the Association will meet annually to discuss the implementation of the Virtual Instruction Program.

## APPENDIX D

### DIFFERENTIATED PAY

Five (5) of the District's highest need schools were designated by the state for inclusion in a Turnaround Option Plan for the 2013-2014 school year. Those schools included: Fairmount Park, Maximo, and Melrose elementary schools; and Azalea and Pinellas Park middle schools, (hereinafter "Phase I"). Beginning with the 2014-2015 school year, (hereinafter "Phase II"), the following schools will be added for inclusion; Bear Creek, Belleair, Campbell Park, Dunedin, High Point, Pinellas Park, and Ponce de Leon elementary schools; and Largo and Tyrone middle schools. A total of fourteen (14) schools will participate in Phase II and will be referred to as the Turnaround Schools which will utilize recruitment and retention efforts for the 2014-2015 school year. For purposes of this Agreement, the District is carefully reviewing teacher performance data and evaluations from the 2012-2013 school year and is relying on that information along with other data because this year's final appraisal data may not be available until the summer or later.

**Goal:** To utilize a differentiated pay plan to recruit and retain effective personnel to Turnaround Schools in Pinellas County.

**Definition of High Need Schools:** A school identified by the District as one with the greatest need requiring the greatest level of resources as identified by the following characteristics:

- Schools required by the State to submit a Turnaround Plan for 2014-2015 School Year
  - Schools for 2014-2015: Bear Creek, Belleair, Campbell Park, Dunedin, Fairmount Park, High Point, Maximo, Melrose, Pinellas Park, and Ponce de Leon elementary schools; and Azalea, Largo, Pinellas Park, and Tyrone middle schools.
  - Additional schools for 2015-16: Lakewood Elementary

### Recruitment Process for Teachers Currently at the School

- Teachers identified by their previous year summative evaluation rating of Highly Effective or Effective who are an integral part of the school team and are aligned to the school's mission and vision will be recruited to remain at the school.
- Teachers identified by their previous year summative evaluation rating of Developing or Needs improvement who are an integral part of the school team and are aligned to the school's mission and vision, and who have shown improvement will participate in a District interview with District personnel. The District Interview Committee will determine if the teachers will be recruited to remain at the school.
- Teachers who do not have a previous year summative evaluation will be recruited or not recruited based on the established protocols above using the Administrative Review rubric.
- 
- Any teacher recommended for renewal who is not recruited to remain at a Turnaround School, will be eligible to apply for other teaching positions throughout the District and/or will be placed in another teaching position.

## RECRUITMENT

### Recruitment Process for Teachers Within the District

- Notwithstanding the voluntary or involuntary transfer process, any teacher in the District may apply for any vacant position at any Turnaround School at any time during the school year.

### Recruitment Process for Teachers Outside the District

- Teachers who hold certifications in critical need positions and who are interested in working in High Need Schools will continue to be recruited by the District. This includes recruitment at recruitment fairs, online job postings, and ongoing partnerships with teacher preparation programs.

### Recruitment Bonus:

The recruitment bonus is available to teachers only for the first year they are hired into the Turnaround School.

Teachers who are recruited to work at a High Need School, whether they are recruited from existing staff at the High Need School, from another school within the District, or from outside the District, are eligible for a recruitment bonus of \$3,000.

All full-time instructional staff who have completed the recruitment process will be eligible to receive the recruitment bonus. Those who are not fully assigned to the building will receive a prorated amount. Those who are employed less than the full year will receive a prorated amount.

## RETENTION

**Rule:** Teachers who receive a rating of Highly Effective or Effective on their evaluation and remain at the same Turnaround School for the following school year are eligible for retention pay. Full-time instructional staff who are retained will be eligible to receive the retention bonus. Those who are not fully assigned to the building will receive a prorated amount. Those who are employed less than the full year will receive a prorated amount. Retention of a teacher at the school is within the discretion of the principal which will be based on a determination that the teacher is an integral part of the school team and aligned to the school's mission and vision.

Teachers in these Turnaround Schools shall have the option to opt out and can participate in all the open transfer periods; and if they do not find a new position, then the District will place them prior to the start of the new school year.

**Retention Pay for Teachers:** Pay to encourage Teachers to remain at the identified school:

- 1st year of retention = \$3,000

- 2nd year of retention = \$3,000
- 3rd year of retention = \$4,000
- 4th year of retention = \$4,000
- 5th year of retention = \$4,000
- 6th year of retention or more = \$6,000

## **PERFORMANCE**

School wide improvement as determined by meeting 3 out of 4 measures:

- Improve by one school letter grade or maintain an A or B
- Meets a minimum of 10 of the yearly AMO targets
- Increase school value-added scores on the 50-point scale by 3 points
- 90% of the staff participated in annual school wide professional development. Annual School wide Professional Development to be defined by the faculty and site-based administration based on the School Improvement Plan. Annual Professional Development and the exact requirement to achieve 90% to be communicated by the Principal to all staff during preplanning.

Teachers will be paid the following for meeting the school wide goals:

- 3 out of 4 = \$1,000
- 4 out of 4 = \$2,000

### **Sunset**

When a school exits the State Turnaround status the above provisions will continue for a minimum of two (2) additional school years.

## **APPENDIX E**

### **EXTENDED DAY COMPENSATION PLAN**

In recognition of a mandated extended day and additional instructional responsibilities, at elementary schools designated as L300 by the Florida Department of Education, employees represented by the PCTA Bargaining Unit at Bear Creek, Blanton, Campbell Park, Fairmount Park, High Point, Lakewood, Lealman Avenue, Maximo, Melrose, New Heights, Pinellas Park, Sandy Lane, Seventy-Fourth Street and Woodlawn Elementary schools will receive an instructional supplement of thirty minutes of additional pay on student instructional days. This additional supplemental pay is calculated using the teacher's base hourly rate exclusive of the referendum supplement. These employees will also receive an additional 30 minutes of individual planning time per week within the work day.

This stipulation shall be in effect for the 2015-16 school year and will be reviewed by both parties prior to implementation for the 2016-17 school year.

IN WITNESS WHEREOF, following Ratification by the PCTA on December 3, 2015 and approval by the School Board on December 8, 2015, the parties hereto have caused this Agreement to be signed and attested by their respective representatives to be effective for the time period July 1, 2015 through June 30, 2018.

The School Board of Pinellas County Florida

The Pinellas Classroom Teachers Association,  
Incorporated

By: \_\_\_\_\_  
Michael A. Grego, Ed.D., Superintendent

By: \_\_\_\_\_  
Michael Gandolfo, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Peggy O'Shea, Chairman

By: \_\_\_\_\_  
Bruce Proud, Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_