# AGREEMENT

Between

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

And

THE PINELLAS CLASSROOM TEACHERS ASSOCIATION, INCORPORATED

2022 – 2025
AGREEMENT

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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 Union, 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 Union 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 Union 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 applications 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 Union 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 Union 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 on both the Union and Board websites.

D. To improve Teacher-Administrator-Board relationships and communications within the school system.

# ARTICLE 3 RECOGNITION

A. The Board recognizes the Union 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, school psychologist, speech language pathologist, classroom teacher, school 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, behavior specialists, hospital homebound teachers 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 Union 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 Union 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 Union. Teachers have the right to join or refrain from joining, forming, or assisting professional organizations.

C. The Union 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 Union 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 Union 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 Union. The Union 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 Union shall further be expected to take any and all other reasonable actions within its power to stop the activity. If the Union 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 Union of its intentions and may also consult with the Union in connection therewith. It is expected that the Union will act to discipline its members pursuant to disciplinary procedures within the Union's constitution and/or bylaws. In the event that the Union 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, 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 Union.

E. Employee Well-Being and Satisfaction Committee - The parties agree to convene, 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 Union 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 Union 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 this Article.

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 Union 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 (7) 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 Union 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.

R. The Board agrees to the Union's involvement in the school calendar.

## 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 12th day of April 2022 and shall continue in full force and effect until the 30th day of June, 2025, unless amended as herein provided.

A. The Agreement may 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 Union. A memorandum of understanding is binding upon execution by the Board Superintendent and the Union President but requires subsequent ratification unless its duration is for a period of one (1) 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 the 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's budget and at the earliest possible time to reopen negotiations on salaries, economic benefits, and teaching hours and loads,

with the joint goal of restoring any lost step increments as soon as it becomes financially feasible.

## ARTICLE 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. "Union" 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 Union 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 concerns informally in an effort to resolve any issues. A Union representative may be requested to assist in the employee's informal discussions with the principal or appropriate supervisor and a meeting should be scheduled as expeditiously as possible. Should informal discussions fail to satisfy the aggrieved person, then the following procedures will be used for the employee to file a grievance:

**LEVEL 1.** The grievant, with the assistance of the Union, 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, a Union 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 Union and the grievant a written answer on the grievance within five (5) days from the date of said meeting.

**LEVEL 2.** If the Union is not satisfied with the disposition of the grievance at Level 1, it shall notify the office of Human Resources within ten (10) 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 Union. Under no circumstances will a grievance be accepted at this level which is not timely filed pursuant to this section.

**LEVEL 3.** If the Union 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 forty-five (45) 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 as expeditiously as possible under the circumstances.
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 a Union representative is not present.

6. Forms and other necessary documents for filing and processing grievances shall be jointly developed by the Board and the Union. Said forms shall provide for naming the specific Agreement provision which is alleged to have been violated and a summary of the facts. The official grievance form 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 as well as the facts supporting the alleged violation.

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 Union reserves the right to initiate grievances on behalf of groups or individuals without direct consent.

10. As provided for by law, the Union reserves the right to exclusive management of the grievance procedure. The Union shall determine the extent of its involvement in all grievances initiated by members of the unit.

11. The parties agree that the grievance process requires open and honest communication and shall not be used by the administration or the Union representative as a means of harassment or intimidation.

12. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.

## 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, as well as anyone for whom the employee is a legal guardian. 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.

c. Teachers on sick leave will not be contacted by school personnel and asked to provide work product.

d. An administrator will not request a doctor's note from a teacher who is absent unless they have a reasonable belief that sick leave is being abused.

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 five (5) 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

personal leave only if it is being requested on an in-service/staff development day, pre- and post-holidays, during state mandated testing or if the employee's role at the school is critical to events occurring during that time frame (e.g., an elementary P.E. teacher on "field day," or drama teacher on the day of production).

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. Unused personal leave at the end of each year reverts to available sick leave.

2. 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 s. 250.48, F.S.

3. 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 s. 1012.63, F.S. Such leave shall be authorized for a period not to exceed ten days and shall be applicable only to the year during which the accident or illness occurred. Any extension beyond this amount shall require action by the Board.

4. Union President. The President of the Union 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 Union shall reimburse the Board for incurred costs.

5. Union Leave. One (1) employee designated by the Union shall, upon request, be granted a leave of absence without pay for up to three (3) years for the purpose of engaging in activities of the Union or its affiliates. Upon return from such leave, the employee shall be assigned to the same or similar position.

   The Union may, at its discretion, request a release for teachers to promote Union 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 Union agrees to reimburse the Board the full daily rate of pay for those teachers.

6. 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.

7. 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 Human Resources Department with evidence that the leave was used for the stated purpose.

8. 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.

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 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 (TDE) 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 or for bereavement leave for up to three (3) days for any person covered by Section A. 1 a above. Guidelines are established and modified only by the parties.

## ARTICLE 9 UNION RIGHTS

A. Faculty members may hold Union 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 interferewith 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, there shall be no cost to the Union for such meetings so long as no overtime-custodial cost is involved.

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

D. The Union shall be provided ample bulletin board space in each work location for the posting of Union information, notices and material. To the extent provided by law, the Union shall have the right to use the in-school mail system (pony) and school mailboxes. The Union President or building representative shall have the right to use the district's email system for the limited purpose of announcing the date and time of union meetings.

E. Union members in each building shall have the exclusive right to elect their Faculty Representatives according to the Constitution and Bylaws of the Union. Where there is no Faculty Representative, the Union President shall either appoint one or shall act as Representative for that faculty until such time as an official representative is elected. Announcements of Union building meetings may be made by the Faculty Representative over the school communication system outside the student day. 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 Union in the building. Principals and Faculty Representatives shall meet regularly and maintain regular communication in the schools on professional matters.

F. The above privileges are for the exclusive use of the Union 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 to 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. An administrator will not disparage the teacher in front of students.

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.

F. The Union recognizes that the Board has the authority to establish staffing targets for non-core curricula classes. If the Union believes that the staffing targets are exceeded, the

appropriate Executive Director will be notified and will work with the Union to address possible solutions.

G. There will be no recording of teachers in the line of duty without prior written approval from the teacher.

## 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. Pending disciplinary action, a teacher may follow the procedures under s. 1003.32 F.S., and school board policy for removal of the student from the class. Unless otherwise prohibited by law, if a pupil is found guilty of assaulting or battering a teacher, said student will be expelled.

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

F. A teacher may use reasonable force, according to the standards adopted by the State Board of Education, to protect himself or herself or others from injury.

G. No person shall on the basis of age, sex, race, color, national origin, religion, disability, sexual orientation, marital status, or any other characteristic protected by federal or state law or Board policy, be excluded from participation in, be denied the benefits of, or be subjected to unlawful discrimination or harassment with respect to employment. Employees are encouraged to report any allegations of discrimination or sexual harassment to their administrators or the applicable district-level departments for prompt investigation in accordance with School Board policies.

## 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 consistent with the school's behavior plan (SWBP). In cases where a teacher determines a student's 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 s. 1003.32, F.S.

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. School personnel will follow the School Wide Behavior Plan and the Code of Student Conduct.

H. If requested by the teacher, the disciplinary consequences given by administration will be communicated to the teacher within a reasonable time after processing the referral.

## 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 Union 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 their individual professional development plan.

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 annually.

F. Instructional staff members participating in professional development training outside of contract hours will be paid twenty-two dollars and fifty cents ($22.50) per hour.

## ARTICLE 15 CURRICULUM AND INSTRUCTIONAL IMPROVEMENT

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

B. The Board agrees to Union involvement in curriculum.

C. 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.

D. The Board and the Union 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 Union agree to provide resources necessary to help schools who wish to participate in this process.

## ARTICLE 16 PROFESSIONAL RESPONSIBILITY

A. Both parties agree that an effective school system requires mutual understanding and cooperation to implement programs and activities for the improvement of instruction. 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.

E. Without jeopardizing required data collection, the administration, in consultation with the faculty representative will consider efficiency and work to reduce any redundant paperwork or process through the use of technology.

## 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. Annually, the details of the voluntary transfer process, including specific guidelines and timeline, are developed through collaborative bargaining.

2. 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.

3. 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.

4. 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.

5. In the event of opening a new school or school consolidation, the Board may establish reasonable limits on transfers approved from any school.
6. 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. A minimum of fifty-percent (50%) of the applicants chosen for interview must be the most senior applicants. When, in the opinion of the hiring administrator, the best-qualified applicant is not one of the more senior applicants interviewed, the reason for the decision will be provided to the more senior applicants, when requested.

7. 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 district transfer process. If

such positions are not filled by transfer, the Board shall select the best-qualified applicant from outside the system.

8. A teacher who has not been recommended for reappointment for the following year, who is on a DROP extension, or who is on a temporary contract, is not eligible for a transfer. A teacher who is listed as out-of-field is also not eligible to transfer unless the transfer would result in him/her moving into a position for which he/she is in-field. A teacher who is in the process of completing their ESOL or reading endorsement is eligible to transfer provided that they have completed their annual requirements as of the first date of the transfer period.

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

10. 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.

## ARTICLE 18 DISTRICT TRANSFERS

**Section A. DEFINITION:**

A district transfer is a transfer from one school to another that is initiated by the Administration.

**Section B. PROCEDURES:**

1. District 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 transferred for discriminatory or capricious reasons.

3. The convenience, location, 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 Union shall establish guidelines for the process of district 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 district transfer process.

7. A teacher transferred by the District shall be recalled to the school from which the teacher was transferred up to the 20th student day of the next school year if a position is available for which said teacher is certified.

## 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 of hire 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 Florida Teacher Certification Exam (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. Termination by retirement or death: The employee or the employee's beneficiary shall receive payment for unused sick leave based upon the following formula:

| | |
|---|---|
| During the first 3 years | 35% |
| Years 4 through 6 | 40% |
| Years 7 through 9 | 45% |
| Years 10 through 12 | 50% |
| Years 13 through 15 | 75% |
| Years 16 through 20 | 85% |
| Years 21 through 24 | 95% |
| Years 25 and after | 100% |

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. Each member of

the instructional staff shall indicate their top three preferences for assignments for the following year. 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 Union. 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 teaching 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. Prior to changing a teacher's assignment, the principal will have a discussion with the teacher and explain the reason for the decision.

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. If a teacher is requested to teach in any grade or subject area for which they are not certified, they will be informed of the requirements of the new assignment in writing and will have the opportunity to reject the new assignment.

D. A teacher with appropriate qualifications will be given an opportunity to work with classes of varying grades and achievement levels. Assignments shall be established so that staff members have equivalent opportunities to teach subjects for which they are qualified.

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. 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.

G. The Board and the Union 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.

H. Change in assignments shall not be made for disciplinary or punitive reasons.

I. The Union shall be consulted with respect to any change in district certification requirements which may adversely affect employee status. Any teacher adversely affected by such change shall have the opportunity to transfer to a grade or subject area for which they are certified.

## ARTICLE 22 REDUCTION IN FORCE

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

for which they are qualified, consistent with this Agreement and law.

B. Should the Board be unable to maintain all employees, it shall immediately meet with the Union 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 and post notice on the District's hiring platform 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 district's on-line application platform.

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 EVENING PROGRAMS

A. Teachers who wish to apply for positions shall make written application at any time using the process adopted by Human Resources for the position.

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 and 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 consistent with Human Resources procedures.

## ARTICLE 25 LESSON PLANS

A. 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. No particular format is required for lesson plans. However, they must be “standards-based” and aligned to available District curriculum resources. Nothing herein is intended to preclude the use of supplemental materials. Lesson plans shall be

followed with sufficient flexibility to allow for varying conditions, events, interruptions, and the varied needs of the students.

B. 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. Administrators may require up to one (1) week of lesson plans at a time to be submitted in advance of a lesson only under the following circumstances:

1. The teacher has taught in the district for one (1) year or less, or

2. The teacher is on a success plan, or

3. The teacher was rated as beginning or lower on their most recent observation or evaluation in the Standards-Based Planning domain.

C. The written lesson plan itself is not the basis for evaluating a teacher in the Standards-Based Planning domain. The implementation of effective planning is the manner by which a teacher demonstrates Standards-Based Planning with students.

D. Teachers are not required to turn their lesson plans in at the end of the year but must retain them and have them readily available for a period of five years in compliance with record retention, auditing and other compliance requirements.

E. Teachers will have five (5) days of emergency lesson plans available.

## 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 (locked) 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. This includes itinerant staff who will be provided an office or class area at their assigned school. 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, Union 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. The Board and the Union 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.

K. The Board and the Union 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.

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

M. 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 SCHOOL SCHEDULES

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 and that professional development is essential to continuous quality improvement necessary to improve student achievement. This provision is intended to establish the parameters for the school day including the teacher's contractual day, the student's instructional day, and the rights and responsibilities of teachers within this time frame. Notwithstanding this Article, school schedules may be modified by Memorandum of Understanding or state mandate in order to provide additional support to schools that may need it.

1. Hours of Work.
   Unless otherwise agreed to by the parties, 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. These hours constitute the "Teacher Contractual Day".

2. Lunch.
   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.

3. Definitions:

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 some of these activities:

a. Student Instructional Day: This is the time that students are required to be present at school. The length of the student instructional day shall be designed to maximize instructional time for students. This time frame will vary for any school required, by state mandate, to extend the school day for additional instruction. The Union reserves the right to bargain the impact of any changes to the length of the student instructional day.

b. Uninterrupted Planning: This is time reserved for the teacher to use at their professional discretion for work-related activities.

c. Structured Planning: This term means the Standards-Based Planning methods intended to improve the quality of instruction through professional development and support to teachers and may consist of "common planning," "collaborative planning," "lesson study," "data chats," "coaching," "professional learning communities," and other planning methods defined in Rule 6A-1.099811 F.A.C.

d. Coaching: "Coaching" means serving as a confidential, non-evaluative instructional resource for teachers to model and help improve instruction. Coaches should not enter comments into iObservation.

e. 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.

f. Staff/Faculty Meetings: These are meetings called by the principal for teachers to attend during the Teacher Contractual Day.

4. Daily Schedules by Agreement

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 designee, the faculty representative for PCTA and two (2) additional staff members (one (1) selected by the principal and one (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 and address the number and types of "mandatory" meetings held at the school level. The written plan will be submitted to the instructional staff to be voted on by a secret ballot. It must be approved by the majority of the instructional staff voting on the schedule. A copy of each school's plan will be sent to the Area Superintendent and the PCTA office by the end of the first week of school. The plan will include:

a. The names of the four (4) committee members who worked on the plan,

b. The school start and end times for the teacher and student day,

c. A calendar showing all mandatory meetings, and

d. One (1) day a month for a voluntary Union meeting free of any conflicting meetings.

5. Daily Schedule Where No Agreement.

Should the committee convened under paragraph 4 fail to develop a schedule, or should the faculty fail to approve a schedule, the daily schedule will be developed in compliance with the following provisions:

Elementary

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

b) Elementary school teachers may be required to participate in Structured Planning twice a week, once during the Student Instructional Day and once outside the Student Instructional Day, but within the teacher contract hours.

Secondary and Postsecondary

c) Each secondary and full-time postsecondary 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 outside the Student Instructional Day. 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 three hundred

thirty (330) minutes of Uninterrupted Planning Time per week.

d) Secondary and Postsecondary school teachers may be required to participate in Structured Planning outside the student day one (1) time per week, subject to the administrator's ability to substitute an additional Structured Planning session for a faculty/staff meeting as described in paragraph e) below.

Number of Mandatory Meetings

e) Structured Planning as well as staff/faculty meetings are both considered "mandatory meetings" for purposes of this Article. The maximum number of mandatory meetings in elementary schools is eight (8) per month and the maximum number of mandatory meetings in secondary and postsecondary is five (5) per month. No schools will schedule more than two (2) mandatory meetings in any week. Under no circumstances will there be more than one (1) mandatory meeting on any given day. An administrator may substitute a staff/faculty meeting for a Structured Planning meeting or a Structured Planning meeting for a staff/faculty meeting, if deemed necessary but may not exceed the maximum number set forth above. A "mandatory meeting" excludes the following: any activity for which a teacher receives supplement or stipend, committee meetings for which a teacher volunteers, parent conferences, I.E.P and 504 meetings.

f) At the end of every marking period, the five (5) workdays prior to grades being due will be without mandatory meetings for all teachers.

General Provisions

g) No teacher shall be required to forfeit Uninterrupted Planning Time on a regular or continuing basis.

h) Except as provided in paragraph 5 b), any inservice or professional development offered during the teacher's Uninterrupted Planning Time shall be voluntary for teachers, unless a TDE is provided.

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

j) Except as provided in paragraph n) below, teachers are not required to be on duty longer than the Teacher Contractual Day. If they are asked and agree to do so, they must be afforded additional compensation or compensatory time off.

k) 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.

l) I.E.P. meetings and 504 meetings may take place at any time during the Teacher Contractual Day except their Uninterrupted Planning Time, unless agreed upon by the teacher.

m) 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.

n) Teachers may be 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 pre-school 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.

o) Teachers may leave at the close of the student instructional day for good cause with the approval of the principal.

p) 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.

q) The parties recognize that parents and students monitor student academic progress through grades entered in FOCUS, and it is important to enter grades timely. It is a reasonable expectation that teachers will enter grades within ten (10) working days from the completion of an assignment.

Extensions may be requested and granted by principals for sufficient reasons related to the employee's health, leave status, or other extenuating circumstances.

r) 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.

## 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). 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 seventeen dollars and fifty- cents ($17.50) 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. For an elementary teacher, the pay is based on a six- hour day generally, unless the student day is extended. In such cases, the coverage pay is adjusted based on the length of the student day. If coverage extends beyond one (1) hour, additional time will be compensated at the rate of one half (1/2) of the rate above 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 will select the candidate best suited to serve between the administration and faculty.

## ARTICLE 30 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. Teachers who transport students on field trips or other school activities are required to maintain liability insurance in such amounts as required under Florida law. 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 31 TEACHER EVALUATION

**PREAMBLE**

The teacher evaluation system is intended to evaluate the performance of duties and responsibilities of all teachers for the purpose of increasing student learning growth by improving the quality of instructional services in the schools. It is the intent of the parties to continue to refine the evaluation system to have a fair and reliable

system for this purpose. The following contract language will be subject to re-openers and review each year.

**Definitions:**

A. Deliberate Practice Plan: This consists of targeted elements and action steps designed to improve teacher practice as it relates to impacting student progress. The Deliberate Practice Plan and the progress made toward accomplishing the targeted element(s) and action steps will be discussed at each of the post-observation conferences. Teachers who have three or fewer years of experience or who are currently on a success plan will collaborate with their administrator to identify the targeted element(s). If the teacher and administrator cannot agree on a single targeted element, the administrator may choose a targeted element consistent with the school improvement plan or area of concern and the teacher may or may not choose one or more additional targeted elements and action step.

B. Feedback: Written or verbal comments from the administrator to the teacher regarding the observation.

C. Final Evaluation: This includes all components of the Teacher Evaluation System. Specifically, it includes the instructional practice score, the deliberate practice score and the student growth score. It is the Summative Evaluation plus the student growth score.

D. Formal Observation: This consists of a pre-observation conference between the administrator and the teacher, the observation, (which should be a minimum of 30 minutes) and a post-observation conference with the teacher.

E. Observation: This is the period of time in which the administrator watches the teacher instructing the lesson. During the observation, the administrator will collect data regarding the instruction. Feedback will be provided within three (3) days.

F. Post-Observation Conference: A conference between the administrator and the teacher which shall be scheduled within five (5) days after the observation (whether formal or targeted) where the administrator provides feedback. The teacher may bring evidence relating to any element scored during the observation as well as evidence relating to Domain 1 “Standards-Based Planning” (“Planning and Preparing to Provide Support” for non-classroom teacher evaluation) and Domain 4 “Professional Responsibility.” Within five (5) days after the post-observation conference, a teacher may submit additional evidence related to any domain to be considered by the administrator. The administrator shall review the additional evidence submitted and will notify the teacher in writing of their decision.

G. Pre-Observation Conference: A conference between the administrator and the teacher where the teacher advises the administrator what to expect during the classroom observation allowing the administrator to ask clarifying questions. The pre-observation form may be used in lieu of the face-to-face conference upon approval of both parties.

H. Summative Evaluation: This evaluation includes all components of the Teacher Evaluation System except the student growth score. Specifically, it includes the instructional practice score and the deliberate practice score.

I. Targeted Observation: This is an observation which may be requested by the teacher and will be limited to the observation of no more than four (4) elements, one of which must be "identifying critical content from the standards." The targeted observation must be scheduled within five (5) days of the post-observation conference.

J. Teacher Evaluation System: A collaborative system between teachers and administrators which focuses on increasing student learning growth by improving the quality of instructional services. The overall term used for the performance evaluation of a teacher.

K. Walkthrough: A brief visit to the classroom which will not be used for evaluative purposes for Domain 2 "Standards-Based Instruction" ("Supporting Student Achievement" for non-classroom teacher evaluation) or Domain 3 "Conditions for Learning" ("Continuous Improvement of Professional Practice" for non-classroom teacher evaluation) as described on the evaluation instrument but may be used for other domains.

Section A. Teacher Evaluation-General Provisions

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

2. The evaluator shall be trained and certified in the evaluation tool and must be the person responsible for supervising the teacher.

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

Section B. Evaluation of Teachers on a Probationary Contract

1. There will be two (2) Formal Observations.

2. If the teacher starts employment at the beginning of the school year, the first Formal Observation will be completed after the first twenty (20) days but within the first sixty (60) days of their employment. Specific recommendations shall be provided to teachers to facilitate improvement in their instruction. The last Formal Observation must be scheduled no later than the end of the third grading period. If the teacher starts employment after the school year has commenced, the schedule for conducting the Formal Observations will be prorated. A teacher may also request a Targeted Observation as described in paragraph I above.

3. It is expected that the teacher be given support, feedback and assistance to help develop their teaching skills. A mentor teacher shall be assigned, except in rare circumstances where it is not practical to do so.

4. The Summative Evaluation shall be completed no later than four (4) weeks prior to the end of the post-school year.

5. The teacher will sign, or electronically acknowledge, the Summative Evaluation. The teacher's signature or acknowledgement indicates receipt of the Summative Evaluation and does not necessarily indicate agreement with its contents. The Final Evaluation shall be completed following the distribution of student achievement data results from the Florida Department of Education.

6. Pursuant to Florida law, a teacher on a probationary contract may be dismissed without cause, may be non-renewed without cause or may resign from the contractual position without breach of contract.

7. If an administrator has performance concerns regarding a probationary teacher, the teacher will be afforded assistance through professional development tailored to the needs of the probationary teacher.

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

1. All Annual, PSC and CC teachers will be evaluated annually and must have one Formal Observation, scheduled by the end of the third grading period. A teacher may also request a Targeted Observation as described in paragraph I herein.

2. The Summative Evaluation shall be completed no later than four (4) weeks prior to the end of the post-school year.

3. The teacher will sign or electronically acknowledge the Summative Evaluation. The teacher's signature, or electronic acknowledgement, indicates receipt of the Summative Evaluation and does not necessarily indicate agreement with its contents. The Final Evaluation shall be completed following the distribution

of student achievement data results from the Florida Department of Education.

4. If an administrator has performance concerns regarding an annual contract teacher, a PSC or CC teacher, the teacher will be afforded assistance through professional development and a prescribed improvement plan; provided, however, that any such development and plan will not affect the teacher's status as an annual contract teacher. An annual contract teacher may be nonrenewed at the end of their annual contract subject to the right to appeal as set forth in Article 35.

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

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

Section E. Evaluation Appeal Process

1. Annual, PSC or CC teachers have the right to appeal their Final Evaluation if the rating would constitute grounds for termination pursuant to s. 1012.33, F.S. and s. 1012.335, F.S.

2. The appeal shall be reviewed by a three (3) member panel which shall include the Area Superintendent, the Associate Superintendent for Human Resources and the Superintendent's designee. This panel's decision is final but does not replace a right to a hearing under s. 1012.33, F.S. and s. 1012.335, F.S.

## ARTICLE 32 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. 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 Records Act. Exemption will be allowed only when agreed to in writing by the teacher.

## ARTICLE 33 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 34 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. It is the intent of the parties that supplements are paid for additional responsibilities requiring additional time during or after the school day. The supplemental compensation is available for additional responsibilities related to academics, athletics, fine arts and other activities as described in Appendix B.

C. The parties agree to continue to review the amount payable for supplemental compensation through a committee comprised of an equal number of district and Union representatives which will meet at least once each school year and make recommendations to the bargaining teams to include such recommendations in negotiations over salary for each school year.

D. Unless otherwise approved by Assistant Superintendent for Human Resources, high school teachers are not eligible for more than three (3) supplements and middle school teachers are not eligible for more than three (3) supplements.

## ARTICLE 35 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 except as provided under s. 1012.335, F.S.

3. "Professional Service Contract" and "Continuing Contract" means a contract with continuing employment rights in accordance with the law in effect prior to July 1, 2011. Any teacher who held a professional service contract or continuing contract as of July 1, 2011, will continue to hold them in accordance with s. 1012.33, F.S. 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 provided by Florida law.

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. Employees who have been dismissed by the Board from a probationary contract without cause may apply for posted positions at other schools within the district without delay.

2. An annual contract may be awarded to teachers who successfully completed a probationary contract or have received one (1) 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, F.S. 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, F.S. and approved by the Board; and

c. Have not received two (2) consecutive annual performance evaluation ratings of unsatisfactory, two (2) 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 Human Resources 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. 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 s. 1012.33,

F.S. 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 36.

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 s. 1012.34, F.S., charges the teacher with unsatisfactory performance and notifies the teacher of performance deficiencies as required by s. 1012.34, F.S.; or

   b. The teacher receives two (2) consecutive annual performance evaluation ratings of unsatisfactory under s. 1012.34, F.S., two (2) annual performance evaluation ratings of unsatisfactory within a three (3) year period under s. 1012.34, F.S., or three (3) consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory under s. 1012.34, F.S.

E. NON-RENEWALS

1. Any teacher whose annual contract was not renewed may immediately apply for any available position within the district provided that they are certified, have not received discipline in the form of a Letter of Reprimand

or above for that year, and have received a rating on the Summative Evaluation of Effective or Highly Effective for that year or the preceding year.

2. Upon request, the principal will provide a written summary of the rationale for the decision not to recommend renewal of an annual contract.

F. APPEAL OF NONRENEWAL OF ANNUAL CONTRACT OR DECISION NOT TO GRANT ANNUAL 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 issuance of an annual contract.

2. Annual contract teachers at a Tier I or Tier II school 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 (3) preceding years may appeal the principal's decision not to recommend the renewal of their annual contract.

3. Annual contract teachers at a Tier III or Tier IV school have an expanded right to appeal the non-renewal of their contract. If the annual contract teacher received less than Effective on their Summative Evaluation but had not worked three (3) years, the teacher may nevertheless appeal the principal's decision not to recommend the renewal of their annual contract if they had received Effective or Highly Effective for each of the years they had been employed.

4. To initiate the appeal, the teacher will submit a written request to the Associate 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 Associate 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 Associate 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.

5. 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 Associate Superintendent for Human Resources may direct that the teacher remain at the school or may find alternative placement.

G. Length of Instructional Contracts.

1. Instructional contracts shall be for a period of one hundred and ninety-eight (198) days. The Board reserves the right to offer contracts in excess of one hundred and ninety-eight (198) days if deemed warranted by the needs of the program.

2. Regular full-time post-secondary vocational instructors will generally receive contracts for two hundred thirty-five (235) days. However, 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. 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. Regular full-time post-secondary vocational instructors 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/PTC, 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.

4. 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 offered to designated personnel.

5. A success plan is a collaborative improvement process designed to help a teacher be more successful through

feedback and supportive measures. The parties agree that District and Association leadership will meet quarterly, or as necessary, to discuss implementation and issues regarding success plans, professional development, coaching, and other topics intended to improve instructional practices.

## ARTICLE 36 DISCIPLINE, SUSPENSION, DISMISSAL AND RESIGNATION OF TEACHERS

A. The School District follows a system of progressive discipline in dealing with deficiencies in employee work performance or conduct. Progressive discipline consists of a conference summary, caution, reprimand, suspension without pay, and dismissal. A coaching memo is not discipline. The severity of the problem or employee conduct will determine whether all steps will be followed. When there is a range of penalties within School Board policy, aggravating or mitigating circumstances will be considered. An employee may submit a written rebuttal to any form of discipline. Discipline of teachers, including but not necessarily limited to, dismissal, reprimand, or suspension, shall be for just cause.

1. No discipline shall be issued solely based on an anonymous complaint but must be based on substantiated facts discovered following an investigation.

2. Disciplinary actions shall be discussed in private.

3. Prior to attending a disciplinary meeting scheduled in the Office of Professional Standards, a teacher will be provided, upon request, the general nature of the issue to be discussed but is not entitled to be informed of any specific allegations or information. The teacher will have the opportunity to provide the names of any

rebuttal witnesses prior to completion of the investigation.

4. The teacher's signature on any disciplinary letter indicates receipt only, not agreement to the content of the letter.

B. Instructional personnel are subject to suspension or dismissal as provided for in ss. 1012.33, 1012.335 and 1012.34, F.S.

C. Procedure

1. The procedure for suspension, dismissal and return to annual contract status for Continuing Contract teachers shall be governed by s. 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 ss. 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 s. 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 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 once tendered unless the Superintendent otherwise consents in writing. The resignation shall be submitted to the Board at a regular or special meeting.

## ARTICLE 37 PROFESSIONAL SERVICE CONTRACT PERFORMANCE PROBATION

If a teacher who holds a professional service contract as provided in s. 1012.33, F.S. 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 inservice 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 ss 1012.27(1) and 1012.28(6), F.S., 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, F.S. 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.

## ARTICLE 38 SPECIALIZED CLINICAL SERVICES

1. Instructional personnel under this agreement and applicable law, includes not only classroom teachers, but also specialized clinical services, who are responsible for advising students with regard to their abilities and aptitudes, educational and occupational opportunities, personal emotional and social adjustments, as well as providing academic supports, placement services, direct therapy supports, educational and social/emotional evaluations, crisis interventions, risk assessments and similar functions. This would include School Psychologists, Psychology Department Educational Diagnosticians, Social Workers, Speech–Language Pathologists, Teacher, Speech Language Impaired, Occupational Therapists, Physical Therapists, Audiologists and School Counselors. The parties acknowledge and understand that the expertise and role of staff members within

the specialized clinical services category both reflect and differ from the expertise and role of classroom teachers. The parties also acknowledge and understand that the expertise and role of the staff members differ among the various categories of specialized clinical services personnel.

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

3. Specialized Clinical staff members will be evaluated under an alternative performance evaluation form developed by the professional development department with input from the Appraisal Advisory Committee membership comprised of fifty percent (50%) instructional personnel appointed by the Union and fifty percent (50%) district staff

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

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

## ARTICLE 39 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 40 PAYROLL DEDUCTIONS

A. Payroll deductions shall be made by the Board when authorization has been given by the teacher for insurance coverage and other benefits provided under Article 47, credit union, Workplace Giving Campaign, tax sheltered annuities, and Union dues. The Union will be granted one additional payroll slot for non-district sponsored benefits granted under Article 47. The Union may request additional payroll slots for non-district sponsored benefits, and while not required to be granted will be given careful consideration by the district. In all cases, the vendor must utilize electronic files and not cause any undue hardship on district.

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. Union Deductions

1. Any teacher who is a member of the Union, or who has applied for membership, may sign and deliver to the Union an assignment authorizing deduction of membership dues in the Union. 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 Union. Upon termination of a teacher's employment, the Board shall deduct all unpaid Union dues from the remaining paycheck(s).

2. The Union will be provided a biweekly file identifying instructional employees within the bargaining unit.

## ARTICLE 41 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 Union 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. In addition to the trade day option, two (2) days or four (4) 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 Union. 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. The Board will review and implement

where feasible methods allowing teachers assigned to alternative schedules to participate in professional education activities.

## ARTICLE 42 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 43 JOB SHARING

The Board and the Union 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 44 PINELLAS VIRTUAL INSTRUCTION PROGRAM

The Board and the Union agree that Virtual School Instructional Programs provide a vital alternative to traditional classroom instruction. To meet the requirements of state law regarding virtual instruction and to fulfill student course requests, the District will hire teachers to instruct, monitor, evaluate and support student progress in its virtual instruction program known as Pinellas Virtual School (PVS). Teachers may be hired full-time or on a part-time adjunct basis as needed.

Teachers accepting a virtual school assignment understand that teaching through online and distance learning technology provides greater flexibility in their daily schedules, but also requires a commitment to professionalism. Teachers are responsible to deliver content, hold regular office hours and communicate with PVS stakeholders. PVS teachers are “teachers” as defined by Article 3 and have the rights, privileges and obligations agreed to by the parties. They are expected to work each week as scheduled in a productive capacity that focuses on the learning and the well-being of students.

To the extent that the Superintendent elects to utilize the curriculum of Florida Virtual School or other such providers, the teacher must comply, at a minimum, with the expectations of such provider. Teachers will be informed that the requirements of the provider may differ from the requirements of this contract. Teachers assigned to deliver the curriculum supplied by such provider, understand that their role is to facilitate, monitor and support student progress. They are not required to create the content.

**Full-Time Virtual Teachers:**

Schedule and Availability:

1. Teachers will work 37.5 hours per week and must be available to students by phone, text, video conferencing or email. Teachers will keep regular daily office hours that allow for students to contact them and may elect to flex their hours as needed to meet the needs of the students. Teachers have the option to work 37.5 hours within a seven (7) day work week provided it does not adversely affect the students' schedules. Teachers must post on-line information describing: 1) a schedule of their office hours, and 2) that it is an expectation and requirement of the course that the student and teacher maintain regular contact.

2. Teachers will not be assigned more than five (5) distinctly different courses. Multiple levels of the same course content, such as English and English honors, are not "distinctly different courses." Additional courses may be permitted upon mutual agreement by the district and teacher.

3. Teachers will maintain a log, available upon request, describing the date and time of the work performed, the specific tasks performed, and the time spent on each task, including detail such as the courses worked on, and the names of the students and/or completion per semester.

4. Initial enrollment and registration of students will not be the teacher's responsibility.

**Part-Time Adjunct Positions**:

1. Teachers will be paid one hundred twenty five dollars ($125) for each 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 prerequisite at their convenience.

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 teacher's established "office hours" and can be conducted in the time, place and manner agreed upon by the teacher and the student or parent.

5. 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. 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 be 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.

## ARTICLE 45 CREDIT FOR PRIOR SERVICE ON SALARY SCHEDULE

A. Credit on the instructional salary schedule will be granted for all verified public school experience in accordance with state law.

B. 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.

C. Any teacher completing more than one-half (1/2) of a year (100 days) shall be granted a full year's placement on the schedule. Teachers who are absent on a long-term leave must have completed one hundred (100) days of service in order to be granted a full year's placement on the schedule.

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. 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.

F. 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 one hundred (100) days for a ten (10) month teacher.

G. 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.

H. The Board and the Union 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.

I. 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 46 ADDITIONAL COMPENSATION FOR SUMMER PROGRAMS, EXTENDED LEARNING PROGRAMS, CAREER TECHNICAL AND ADULT EDUCATION CENTER PROGRAMS

1. The Board currently operates a summer program known as Summer Bridge. Teachers selected to teach in Summer Bridge will be paid their base hourly rate paid in the prior school year. There will be no retroactive adjustment to summer school teaching salaries.

2. Positions for Summer Bridge will be offered first to Pinellas County teachers who are qualified for the position. In filling such positions, quality of performance, past experience, attendance records, and the minor and major fields of study shall be criteria for selection.

3. Employment practices for Summer Bridge shall be fairly applied. Upon request, a teacher denied a position for Summer Bridge shall be given good and sufficient reason.

4. The Board may establish programs known as Extended Learning Programs (ELP's) at various schools. The parties agree that the term "ELP" encompasses a broad range of school programs, but expressly recognize that they are to be treated differently than Career, Technical and Adult Education (CTAE) enrichment or remediation programs. The hourly rate of pay for ELP teachers will equal the teacher's base hourly

rate (which excludes referendum) up to a maximum of twenty-nine ($29) dollars per hour.

5. 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.

6. The hourly rate to be paid to teachers who work at the Career, Technical and Adult Education (CTAE) centers or in programs advertised as CTAE programs and funded through workforce funding, will be paid twenty-four ($24) dollars per hour. 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 twenty-four ($24) to thirty ($30) dollars per hour.

7. Junior Reserve Officer Training Corp. (JROTC) instructors shall have the option of being paid according to the military pay formula or this salary schedule.

## ARTICLE 47 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. Healthcare 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 eighty (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 pretax 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 the 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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 fifteen thousand dollar ($15,000).

I. 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 seventy-five dollars ($75) a pay period in flex credits to be used to purchase supplemental benefits including dental, vision, AD & D, short-term and long-term disability, the Hospital Confinement Plan and the Health Care Reimbursement Account (HCRA). The maximum amount of Board provided flex credits elections into the HCRA may not exceed twenty-five dollars ($25) a pay period and the minimum election amount may not be less than five dollars ($5).

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 five hundred dollars ($500). Any unused flex credits will be forfeited. Due to the monthly administration fee, a minimum of five dollars ($5) 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.

J. 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 ensure 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 and Insurance 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.

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 covered under the Florida Retirement System Defined Benefit Plan who retires with six (6) or more years of service or eight (8) years of service if hired after July 1, 2011 and elects to receive a state retirement check is eligible to participate in the retiree insurance program. An employee who retires under the Florida Retirement System Investment Plan, with six (6) or more years of service or eight (8) years of service if hired after July 1, 2011 and is at least fifty – nine and one half (59 ½) years or has completed thirty (30) or more years of service is eligible to 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, and family members living with an employee. Employees 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 and Insurance Department.

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 and Insurance 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.

## ARTICLE 48 DIFFERENTIATED SUPPORT

Pursuant to the Memorandum of Understanding required by s. 1001.42, F.S., the parties agreed to the following levels of support and related requirements for schools based on the school grades assigned by the Florida Department of Education (FLDOE).

**Designation of School Category**

1. Levels of support to schools will be based on the school's designation as either a Tier I, Tier II, Tier III or Tier IV school which in turn will be based on the school grade assigned by the FLDOE. S. 1001.42(21), F.S., requires the School Board to declare an educational emergency for all Tier III and Tier IV schools as defined herein. Once a school is assigned a grade, typically in July of each year, the school will automatically be classified in one of the following four (4) categories for the school year immediately following the assignment of the school grade. A schedule identifying the schools in Tiers II through IV is updated annually and available at Designation of School Schedule

**Tier I**

A Tier I School is any school not designated as a Tier II, Tier III or Tier IV school.

**Tier II**

A Tier II School is any school identified by the district as requiring additional support to prevent it from receiving a school grade of "D" or "F". Only schools receiving a low "C" (meaning any school within three (3) percentage points of a "D" i.e., schools receiving 41% to 43% of total possible points) may be identified by the district. Additionally, a Tier II School automatically includes any school that is assigned a grade of "C" or above but received a grade of "D" or "F" for the prior year.

**Tier III**

A Tier III School is any school assigned a grade of "D" or "F" but did not receive a grade of "D" or "F" the preceding year.

**Tier IV**

Tier IV Schools are the former "Scale Up" schools as well as any school assigned a grade of "D" or "F" for two consecutive years.

**Levels of Support for Schools---Additional Planning and Extended Day**

2. Section 1001.42(21), F.S. requires the School Board to declare an educational emergency for all schools receiving a grade of "D" or "F" and further provides for the immediate implementation of district-managed turnaround plans for approval by the state board. In addition to supports provided in the district-managed turnaround plans, additional planning is a critical strategy necessary to improve student achievement. Accordingly, the parties agree to add time for additional structured planning at

Tier II, Tier III and Tier IV schools. The term "structured planning" may consist of "common planning time," "collaborative planning," "lesson study," "data chats," "coaching" and other standards-based planning methods as defined in Rule 6A-1.099811 F.A.C. and Article 27 and specifically excludes Uninterrupted Planning Time as defined in Article 27, unless otherwise specifically stated herein.

3. The amount of the additional planning depends on the level of support required at each of the Tiers. The term "classroom teachers" is understood to mean, in elementary schools, regular full-time kindergarten through fifth grade classroom teachers, instructional coaches, and self-contained exceptional student education teachers, VE resource teachers, and ESOL teachers. In secondary, the term is understood to mean regular full-time teachers in the following core subjects—language arts, reading, math, science, social studies, instructional coaches and self-contained exceptional student education teachers, VE resource teachers, and ESOL teachers. It is also understood that the planning called for hereunder is in addition to structured planning already contemplated by Article 27 and that this provision describing additional planning supersedes any limitation on structured planning or mandatory meetings under Article 27.

**Tier II**

4. Principals at Tier II schools will extend the Teacher Contractual Day by forty-five (45) minutes one (1) time per week for classroom teachers to engage in additional structured planning. The Principal and faculty will work collaboratively to establish a suitable schedule for the additional forty-five (45) minutes per week for classroom teachers.

5. Classroom Teachers at Tier II schools with an extended day will be paid their base hourly rate (exclusive of referendum) for the additional forty-five (45) minutes added to the Teacher Contractual Day.

**Tier III**

6. Principals at Tier III schools will extend the Teacher Contractual Day by forty-five (45) minutes one (1) time per week for classroom teachers to engage in additional structured planning. The Principal and faculty will work collaboratively to establish a suitable schedule for the additional forty-five (45) minutes per week for classroom teachers.

7. Classroom Teachers at Tier III schools with an extended day will be paid their base hourly rate (exclusive of referendum) for the additional forty-five (45) minutes added to the Teacher Contractual Day.

**Tier IV**

8. The Teacher Contractual Day is nine (9) hours and beginning with the 2020-2021 school year, the Student Instructional Day at Tier IV elementary schools was 7.00 hours. Classroom teachers will participate each week in an additional seventy-five minutes (1.25 hours) of Structured Planning and an additional seventy-five minutes (1.25 hours) of Uninterrupted Planning over and above the time described in Article 27. The principal and faculty will work collaboratively to establish a suitable schedule for classroom teachers.

9. Instructional staff at Tier IV schools with an extended day will be paid their base hourly rate (exclusive of referendum) for the additional time added to the Teacher Contractual Day.

**Transfer to or From Tier III or Tier IV Schools**

10. Any teacher in the district may apply for a vacant position at any Tier III or Tier IV school at any time during the school year, notwithstanding any timeline established for a transfer process.

11. Retention of teachers at a Tier III or Tier IV school is within the discretion of the principal. Principals will be encouraged to retain teachers who receive a rating of Highly Effective or Effective. If the teacher does not find a new position, the district will place them. A teacher who is transferred under this provision may submit a written request for a meeting to the Associate 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 Associate Superintendent for Human Resources will also be present at the meeting. The principal will explain the basis upon which the decision not to retain the teacher was made. The Area Superintendent and the Associate Superintendent for Human Resources will determine the appropriateness of the principal's decision. 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.

12. Prior to the dates established for the transfer deadlines, teachers may notify their principal of their decision to transfer out of the Tier III or Tier IV school for the following year. A person who is transferred under this provision may participate in the transfer periods. If the teacher does not find a new position, the district will place them prior to the start of the new school year.

13. If a school drops from a Tier I or Tier II School to a Tier III school, additional transfer rights are triggered as a result of such change. If a teacher decides that they are unable to work any additional time required of a Tier III School, they must notify the principal by the third contract day of the school year and the principal will either effectuate an immediate transfer of the teacher or will relieve the teacher of the requirement to work any extended hours until such time as the principal is reasonably able to effectuate the transfer. If the principal determines that such grade change necessitates a change in

staff at the school (and principals are encouraged to retain teachers who receive a rating of Highly Effective or Effective), the principal will notify the effected teacher as soon as possible and no later than the third contract day of the school year. If the principal decides that the teacher is not to be retained under this provision, they will be placed in a position at a different school. A teacher who is transferred under this provision may submit a written request for a meeting to the Associate 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 Associate Superintendent for Human Resources will also be present at the meeting. The principal will explain the basis upon which the decision not to retain the teacher was made. The Area Superintendent and the Associate Superintendent for Human Resources will determine the appropriateness of the principal's decision. 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.

***Recruitment, Retention and Performance Bonuses for Tier III or Tier IV Schools***

14. Teachers working at a Tier III or Tier IV School will receive a bonus of three thousand dollars ($3,000) if they are recruited to or retained at the Tier III or Tier IV school and work there for the school year for which they were hired. The full amount of the bonus will be paid for teachers who work the full school year and those who work less than the full school year will receive a prorated amount. A teacher is not eligible for both a recruitment and retention bonus.

15. When a Tier III or Tier IV school earns a grade of "C" or above, the school ceases to be a Tier III or Tier IV school and recruitment and retention bonuses end immediately. The teachers at the Tier III or Tier IV school are nevertheless

entitled to receive the performance bonus described below for accomplishing the improvement in school grade.

16. When the grade assigned to a Tier III or Tier IV school improves to C or better, a teacher who worked at the school that year will receive a performance bonus equal to fifteen hundred dollars ($1,500). If the grade assigned to a Tier III or Tier IV School improves by two (2) letter grades, the teacher who worked at the school that year will receive a performance bonus equal to two thousand dollars ($2,000). The full amount of the bonus will be paid for teachers who work the full school year and those who work less than the full school year will receive a prorated amount.

17. Immediately after school grades are released each year, the district and the Union will jointly develop a communication plan to promptly notify and explain to staff at the schools the effect the school grade has on them.

## ARTICLE 49 SALARIES

A. The Board and the Union will collaboratively negotiate salaries each year, in accordance with applicable law. There will be a Grandfathered Salary Schedule and a Performance Salary Schedule in accordance with s. 1012.22, F.S. The salary schedules and supplemental compensation manual are updated annually. They may be accessed electronically at the links set forth on Appendix A.

B. The parties agree to continue reviewing the salary schedule to reduce dependence on the referendum supplement over time.

C. The Union 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 50 COMPENSATION TO ACCOMPLISH GOALS UNDER THE AMERICAN RESCUE PLAN ELEMENTARY AND SECONDARY SCHOOL RELIEF FUND ("ARP ESSER")

A. The purpose of this Article is to compensate instructional staff for the additional time and responsibilities required to remediate and enhance academic performance of students who may have suffered as a result of the COVID 19 pandemic. The ARP ESSER funds may be used to implement strategies to accelerate learning and to make investments in teaching and learning that will result in lasting improvements to instructional delivery. This includes additional planning and training necessary to adapt to the BEST standards, to enhance skills to monitor student progress and differentiate for students, train on integrating technology and otherwise address the academic impact of lost or altered instructional time for students since the beginning of the pandemic in March 2020.

***Additional Planning Time***

B. Instructional staff will be paid their base hourly rate, exclusive of referendum, for an additional fifteen (15) hours of uninterrupted planning for each school year beginning January 2022 and continuing through the 2023-2024 school year. To be eligible for the payment, the instructional staff member must verify in writing that they have spent an additional two days (15 hours) planning for instruction to enhance the academic performance of their students. The hours are flexible but must be outside of their regular contract hours. In order to be eligible for the payment, the instructional staff member must complete a form verifying the date, the amount of time and the nature of the planning and submit it by May 1 of each year. The form will be created by the district in collaboration with PCTA.

C. In addition to the fifteen (15) hours set forth in paragraph B, instructional staff categorized as an ESE teacher under the job codes below*, will be paid their base hourly rate, exclusive of referendum, for an additional fifteen (15) hours of uninterrupted planning for each school year beginning January 2022, and continuing through the 2023-2024 school year. To be eligible for the payment, the instructional staff member must verify in writing that they have spent an additional two days (15 hours) planning for instruction to enhance the academic performance of their students which includes data collection and documentation as well as related compliance obligations. The hours are flexible but must be outside of their regular contract hours. In order to be eligible for the payment, the instructional staff member must complete a form verifying the date, the amount of time and the nature of the planning and submit it by May 1 of each year. The form will be created by the district in collaboration with PCTA.

D. Payment for the additional planning time may be prorated as follows: (i) instructional staff members are entitled to be paid for all of the hours completed under paragraphs B and C if they were hired at any time during the first semester of the applicable school years, and (ii) Instructional staff members hired during the second semester of the applicable school year are entitled to be paid for one- half of the hours outlined in paragraphs B and C (7.5 hours for additional planning and another 7.5 hours additional planning for ESE teachers). All hours must be verified on a form to be created by the district in collaboration with PCTA and submitted by May 1 of each year and the instructional staff member must be employed and working on the last day of the applicable school year.

***Duration—Sunset after 2023-2024 School Year***

E. This Article 41 will terminate after the 2023-2024 school year.

*2160 Teacher, Varying Exceptionality (VE)
2160 Teacher, Varying Exceptionality (VE) – Early Intervening

Services
2160 Teacher, Varying Exceptionality (VE) – Transition Services
2160 Teacher, Varying Exceptionality (VE) – Private School Services
2010 Teacher, Independent Varying Exceptionality (IVE)
2020 Teacher, Supported Varying Exceptionality (SVE)
2061 Teacher, Deaf/Hard of Hearing (DHH)
2080 Teacher, Visually Impaired (VI)
2070 Teacher, Visually Impaired/Orientation and Mobility (VI/O&M)
2100 Teacher, Emotional/Behavioral Disability (EBD)
2130 Teacher, Gifted (G)
2140 Teacher, Hospital/Homebound (HH)
2150 Teacher, Participatory Varying Exceptionality (PVE)
2151 Teacher, Autism Spectrum Disorder (ASD)
2222 Teacher, PreK, Varying Exceptionality (PK/VE)
2224 Teacher, PreK, Supported Varying Exceptionality (PK/SVE)
2225 Teacher, PreK, Participatory Varying Exceptionality (PK/PVE)
2226 Teacher, PreK, Emotional/Behavioral Disability (PK/EBD)
2227 Teacher, PreK, Autism Spectrum Disorder (PK/ASD)
2228 Teacher, PreK, Language Impaired (PK/LI)
2229 Teacher, PreK, Speech Impaired (PK/SI)
2230 Teacher, PreK, Deaf/Hard of Hearing (PK/DHH

Any instructional staff at the schools listed below who are not included in the list above, acting as case manager responsible for the writing of IEPs, will be included.

- Nina Harris
- Paul B. Stephens
- Calvin Hunsinger
- Sanders

**APPENDIX**
**links to:**
Grandfathered Schedule
Performance Salary Schedule
Supplemental Compensation Manual