

**AGREEMENT**  
**between**  
**THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**  
**and**  
**THE PINELLAS CLASSROOM TEACHERS**  
**ASSOCIATION, INCORPORATED**

**2012-2015**  
**AGREEMENT**

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

**ARTICLE I**  
**GENERAL PROVISIONS**

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

## **ARTICLE II OBJECTIVES**

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

## **ARTICLE III RECOGNITION**

- A. The Board recognizes the Association as the exclusive bargaining agent for salaries, working conditions, and other terms and conditions of employment for teachers who are employed by the School Board of Pinellas County, Florida. The term teachers includes all full-time certified instructional personnel including but not limited to: itinerant personnel, media specialist, psychologist, classroom teacher, guidance counselor, occupational specialist, social worker, curriculum assistant, curriculum coordinator, learning disability specialist, diversified education coordinator, vocational teacher coordinator, health coordinator, secondary education coordinator, work experience teacher, adult home economics teacher, and other personnel included on the instructional personnel list who do not effectively recommend hiring and/or firing or effectuate budgetary policy (or reasonably influence budget structure).
- B. Recognition of the Association as the exclusive bargaining representative does not in any way preclude the individual right of any classroom teacher to present a request or opinion to the Board or Administration through any available channel. The Board and the Association agree that neither will discriminate for or against any teacher in any matter relevant to salary or conditions of employment because of membership or non-membership in the Association. Teachers have the right to join or refrain from joining, forming, or assisting professional organizations.
- C. The Association agrees that under no circumstances will it or any of its members authorize, sanction, condone or acquiesce in, nor will any member of the bargaining unit take part in any strike or work stoppage of any kind or nature. Strikes and work stoppages shall be deemed to include, but are not limited to: slow down, sit-ins, concerted mass sickness or any curtailment of work or interference with the operation of the school district including picketing or demonstrating of any kind during school hours. The Association further agrees that it will not engage in any sanctioned activities or other types of boycott.
- D. In the event of any action in violation of this provision the Association will post notices immediately at any and all schools affected, advising that such action is unlawful, in violation of this Agreement, and unauthorized by the Association. The Association shall further advise any and all teachers involved, including notification to the communications and news media, if requested by the Board, that all teachers involved shall return forthwith to their regular duties. The Association shall further be expected to take any and all other reasonable actions within its power to stop the activity. If the Association takes the foregoing steps and has not acted in violation of its obligation under the Agreement, it shall not be liable in any way for such activities.

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

#### **ARTICLE IV BARGAINING PROCEDURES**

A. 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 VI, Section A, that all negotiable items have been discussed leading to this Agreement. The parties have adopted a Collaborative Bargaining model with the mission to continuously refine a process to identify and meet the needs of educational stakeholders using a collaborative approach to attain common goals through continual quality improvement.

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

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

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

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

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

H. Either party desiring to submit proposals for bargaining shall so notify the other party in writing during the calendar year in which the proposals are intended to become effective. Upon tender and receipt of such notification, representatives of the parties shall meet for bargaining as provided in Article IV of this Agreement.

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

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

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

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

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

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

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

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

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

## **ARTICLE V MANAGEMENT RIGHTS**

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

## **ARTICLE VI DURATION**

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

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

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

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

## **ARTICLE VII GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section E. COSTS:**

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

**Section F. MISCELLANEOUS:**

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

**ARTICLE VIII  
LEAVES OF ABSENCE**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

1) Such leaves shall be for a period not less than one-half (1/2) of the assigned teacher work day.

2) Principals/supervisors shall have the right to request reasons for personal leave and to deny such leave when personal leave is being requested on an in-service/staff development day or pre- and post-holidays.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **Illness/Injury in Line of Duty Leave:** Any member of the instructional staff who must be absent from duty because of personal injury received in the discharge of duties or because of illness certified by a physician from contagious disease contracted in school work shall be entitled to illness in line of duty leave. Such leave shall be authorized for a period not to exceed ten (10) days and shall be applicable only to the year during which the accident or illness occurred. Any extension beyond this amount shall require action from the Board.

7. **Association Leave:** The Board agrees that no more than one (1) teacher designated by the Association will, upon request, be granted a leave of absence for not more than one (1) year per request without pay, for the purpose of engaging in Association activities. Upon return from such leave, a teacher will be given full increment on the salary schedule and shall be assigned the same position.

8. The President of the Association shall be granted temporary duty different from his/her regular duties and place of employment for the purpose of performing other educational services and attending professional meetings. Such duties shall be considered equal to the regular duties of the individual performing such assigned temporary duties and said individual shall not be considered to be on leave, but, rather, a continued employee of the Board. The Association shall reimburse the Board for incurred costs.

9. **Peace Corp, VISTA, Exchange Teachers, and Department of Defense Dependent Schools:** A leave of absence without pay for not more than one (1) year per request may be granted to any teacher who joins the Peace Corps or serves as a VISTA volunteer or serves as an exchange teacher, provided that such programs are instructionally related and the teacher is a full-time participant in any such program. Upon return from such leave, a teacher shall be given a full increment on the salary schedule at the point he/she would have attained at the time of return from the leave and receive the same position or a substantially equivalent position.

### **Section C. MISCELLANEOUS LEAVE PROVISIONS:**

1. **Temporary Duty Elsewhere Leave:** An employee rendering service in the performance of his/her contractual duties is not considered on professional leave even though he/she is away from his/her usually assigned classroom or office (e.g., a sponsor of the Student Council attending a Student Council convention). In such cases, the employee is performing his/her assigned duty and is not on regular duties and places of employment for the purpose of performing educational services through

action initiated by the Board. Employees on temporary duty receive their regular pay and may be allowed expenses as provided by the Board.

2. Contract status shall not be forfeited in case of leave, provided the contractual status is not changed and the certificate is kept valid.

3. The period for which leave is granted shall count as regular service for the purpose of retirement if contributions to the retirement fund are continued by the individual, provided the requirements of the retirement system are met.

4. An employee who is absent without permission or fails to return at the end of the leave may be dismissed. Leaves must be officially granted in advance and cannot be granted retroactively. Leaves made necessary by sudden emergencies will be considered as granted in advance if the employee makes a prompt report concerning his/her leave of absence to his/her principal or other appropriate supervisor.

5. A request for leave must clearly state the reason for absence.

6. With the exception of maternity leave, no employee shall be granted more than two (2) long term leaves in a five (5) year period, unless approved by the Board. If delivery of the child occurs during the summer vacation period, one additional year of leave may be granted.

7. Teachers who are granted a long-term leave of absence from Pinellas County schools may not receive full-time compensation from any other employer during the period authorized unless approved by the Board. To do so shall release the Board from any obligations specified in this Agreement.

## **ARTICLE IX ASSOCIATION RIGHTS**

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

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

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

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

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

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

F. Association members in each building shall have the exclusive right to elect their Faculty Representatives according to the Constitution and Bylaws of the Association. Where there is no Faculty Representative, the Association President shall either appoint one or shall act as Representative for that

faculty until such time as an official representative is elected. Announcements of Association building meetings may be made by the Faculty Representative over the school communication system before the arrival or after the dismissal of the students. Announcement of time, place, and date of meetings may be made during regularly scheduled announcements. The Faculty Representative shall act as the official representative of the Association in the building. Principals and Faculty Representatives shall meet regularly and maintain regular communication in the schools on professional matters.

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

## **ARTICLE X CLASS SANCTITY**

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

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

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

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

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

## **ARTICLE XI ACADEMIC AND PERSONAL FREEDOM**

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

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

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

**ARTICLE XII  
TEACHER ASSAULT PROTECTION**

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

**ARTICLE XIII  
STUDENT DISCIPLINE**

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

**ARTICLE XIV  
PROFESSIONAL DEVELOPMENT**

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

B. School based professional development activities shall be developed based upon the school improvement plan and the evaluation cooperatively between the faculty and the administration and shall be evaluated on a regular basis.

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

D. The parties affirm that professional development activities should be focused on improving practice and be relevant to the delivery of instruction. Therefore, educators shall be provided professional learning aligned with the evaluation results and the Individual Professional Development Plan (IPDP). Training may also be required under the following conditions:

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

2. Where the training is required to effectively implement curriculum or instructional strategies as determined by the Advisory Committee.

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

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

**ARTICLE XV  
CURRICULUM AND INSTRUCTIONAL IMPROVEMENT**

**Section A. INVOLVEMENT**

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

2. The Board agrees to Association involvement in curriculum.

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

**Section B. INNOVATION**

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

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

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

4. Should a school adopt an innovative program, teachers who desire to keep their former status in the same school may so request or shall be allowed to transfer.
5. The parties will investigate alternative ways to deliver training (e.g. distance learning).

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

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

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

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

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

**Section E.** The parties agree that individual faculties shall be given greater flexibility to develop innovative programs to meet the common goals of the Association and the Board. The parties agree that local school professional staffs will be empowered to identify ways of improving the educational process and to determine waivers to this agreement necessary to implement those improvements. Any waivers must be approved by the school administration, a vote of two-thirds of the faculty, and be endorsed by the parties. Only instructional personnel who will be at the school when the waiver is implemented are eligible to vote. An eligible voter, at a minimum, must work at the school fifty (50) percent of the school day. No revote on the same waiver or variation of that waiver is permitted within a ten-month period from the original vote and must be for the next school year. All such proposals shall be submitted in writing to the parties for consideration. A secret-ballot election will be held by the Principal's Designee and the Lead PCTA Faculty Representative or a representative from the Association. Access to the grievance process is not affected by participation in a site-based school restructuring project. When specific contract waivers are determined pursuant to this article, individual faculty members would not have access to the grievance procedure on matters related to the waivers.

## **ARTICLE XVI PROFESSIONAL RESPONSIBILITY**

A. Both parties agree that an effective school system requires mutual understanding and cooperation. Accordingly, the parties agree that they will mutually develop and implement programs and activities



for the improvement of instruction. The parties agree that teachers will serve on committees and in such other capacities to further the common goals of the parties.

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

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

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

## **ARTICLE XVII VOLUNTARY TRANSFER**

### **Section A. DEFINITION**

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

### **Section B. PROCEDURES**

1. The voluntary transfer process shall be consistent with the Intent to Transfer application form and the corresponding timeline.

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE XVIII INVOLUNTARY TRANSFERS**

### **Section A. DEFINITION**

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

### **Section B. PROCEDURES**

1. Involuntary transfers will be made in the best interests of the school system and/or when it becomes necessary to comply with legislative requirements.

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

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

4. A teacher in a regular program shall not be transferred into a federal or state program without the teacher's consent. Such teacher retains all contractual rights and seniority.

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

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

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

7. An involuntarily transferred teachers shall be recalled to the school from which the teacher was transferred if a position is available for which said teacher is certified or highly qualified prior to August 1st of the following fiscal year. Under no circumstances shall transfers be effectuated during the school year unless it can be shown that such transfers can be made without disrupting the educational process.

## **ARTICLE XIX SENIORITY**

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

**ARTICLE XX**  
**TERMINAL PAY**

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

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

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

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

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

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

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

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

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

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

**ARTICLE XXI**  
**TEACHER ASSIGNMENTS**

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

B. If conditions arise which necessitate changes, teachers affected shall be notified as soon as possible. Present members of the teacher staff who have applied in writing and are qualified shall be given first consideration in any such reassignments. Principals who are aware of significant staff changes shall

notify affected teachers prior to the close of the transfer period if possible. When such circumstances requiring change(s) to the master schedule occur or become apparent after the close of the school year, principals shall make reasonable attempts to contact department chairs/team leaders and those teachers impacted by the change(s) to solicit their input in adjusting the schedule to accommodate those changes in the best interest of the students.

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

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

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

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

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

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

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

## **ARTICLE XXII REDUCTION IN FORCE**

A. Should economic circumstances dictate a reduction in personnel, the Board shall take whatever steps are necessary to assign personnel to appropriate positions within the district for which they are qualified, consistent with this Agreement and law.

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

## **ARTICLE XXIII VACANCIES**

A. The Superintendent or the Superintendent's designee shall email a vacancy notice, post notice on the District Intranet, and post notice in each school inviting qualified persons to apply for administrative or supervisory vacancies which may become available. The following positions will be announced: district administration staff, principal, director, and assistant principal.

- B. The notice will be accompanied by a general description of duties, list of qualifications, a salary schedule and the deadline for filing applications.
- C. Upon receipt, notices of vacancies shall be posted immediately and remain posted for at least five (5) days.
- D. Application will be made through the Human Resources Office.
- E. No individual will be contacted in regard to a specific position until such time as the vacancy has been posted in compliance with Section A of this Article. An appointment to positions other than teaching, length of service in the county school system, as well as academic qualifications and successful performance, shall be included in the criteria for selection. However, none of the above provisions shall be implied to supersede the Superintendent's authority as established in Florida Statutes.

**ARTICLE XXIV  
SUMMER PROGRAM**

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

**ARTICLE XXV  
EVENING PROGRAMS**

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

**ARTICLE XXVI**  
**TEACHER FACILITIES AND MATERIALS**

- A. Each teacher shall be provided space (e.g., closets, file cabinets, storage container, desk) in which they may safely store instructional materials and supplies. Secure storage space shall be provided for traveling teachers.
- B. A separate dining space shall be provided for the use of the teachers at each building in which lunchroom facilities are provided for students. If this is not practicable within existing facilities, an adequate number of separate tables shall be reserved for use of teachers. In all new construction a separate dining room shall be provided.
- C. A teacher's work area shall be provided. Adequate equipment and supplies to aid in the preparation of instructional materials will be available.
- D. Where possible, an appropriately furnished room for use as a teacher's lounge shall be provided. Said room is to be in addition to the above mentioned workroom. In all new construction, a separate workroom and lounge shall be provided.
- E. An adequate portion of the parking lot at each school building where parking lots exist will be reserved for teacher parking at no charge.
- F. A space shall be provided for all school personnel where confidential conversations may be held. Teachers shall be allowed the use of a school phone that will provide for confidential phone conversations. Use of phone shall be limited to school business, Association business, and personal business of an emergency nature.
- G. In all new construction, an adequate number of separate restrooms reserved for the use of male and female teachers shall be provided. In existing facilities, where feasible, separate restrooms shall be provided for the faculty. Adequate facilities shall be defined as facilities which conform to health department and industrial standards. Where possible, in large schools, restroom facilities shall be conveniently located throughout the school plant. Restroom facilities should be contiguous to planning and/or workroom areas.
- H. Adequate materials, 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 used in each course subject taught shall be provided.
- J. A dictionary shall be provided in every classroom.
- K. The Board and the Association agree that adequate instruction requires adequate equipment, material and facilities. In the event that this cannot be accomplished, the course or subject so affected should not be offered. Teachers shall be involved in decisions as to the adequacy of the above cited items.
- L. The Board and the Association agree that educational opportunity shall be as equivalent as possible throughout the school system given the special nature of particular programs and activities. The Board agrees to work to provide those conditions necessary to assure equivalency within facilities, teaching supplies, class size, equipment, supporting personnel, and preparation time.
- M. The Board and the Association agree that a functioning two-way communication system is essential in areas where the safety and health of teachers and students may be affected.

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

## **ARTICLE XXVII PLANNING PERIODS AND LUNCH TIME**

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

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

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

C. No teacher shall be required to forfeit planning time on a regular or continuing basis. Teachers shall use their planning time during the student day for preparation of their instructional program and work related activities.

D. This section will be in effect for the 2012-2013 school year only. In 2013-14, Pinellas County Schools shall return to an equalized daily schedule, except where flexibility of the daily schedule is approved by the District and the Association.

### Early Release Day For Planning:

- 1) Students shall be released 60 minutes early on each Wednesday in order to provide uninterrupted planning time for faculty.
- 2) A schedule for early release days (not to exceed 32 days per year) will be provided prior to the start of each school year.
- 3) The class schedule that will be used on early release days will be developed during the pre-school period each year.
- 4) Student time lost on early release days will be redistributed to the remaining student attendance days so that there will be no net loss of instruction.
- 5) Except as expressly stated herein, all early release time shall be unscheduled and utilized at the discretion of the teacher for such professional responsibilities as: planning for instruction, required paperwork, parent conferencing, team planning and/or record keeping.
- 6) A maximum of eight (8) of these designated early release days per year shall be scheduled for required professional development consistent with the goals of the district or the school and/or to meet a state or district required mandate. Principals will collaborate with teachers in the delivery of such professional development. This time shall be in addition to any time currently devoted to training or meetings in the school's current schedule.
- 7) Implementation of early release days will not extend the normal teacher contract day. Instructional staff are required to complete the regular school day on early release days and

may not shorten their day except where the administrator has provided expressed approval to leave early for a specific reason.

E. In preparation for the 2013-2014 school year, a task force(s) shall be established no later than October 1, 2012 which shall include an equal number of appointees from both the District and the Association. The task force(s) will be charged with a comprehensive review of instructional planning time resulting from this revised equalized schedule, embedded professional development, returning to the 6 period day in secondary schools and flexible scheduling including discussion of acceleration, remediation and virtual education. The task force(s) shall complete their review and make recommendations by March 1, 2013.

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

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

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

## **ARTICLE XXVIII COVERING CLASSES**

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

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

C. Teachers who cover for absent colleagues may be compensated through a pro-ration of the savings from not paying a substitute. Details will be included in the district compensation manual. If a classroom teacher or a member of the instructional staff covers the class or classes of an absent teacher, he/she shall be eligible to receive twelve dollars (\$12) per hour or period for each hour or class period provided in coverage. If coverage extends beyond one hour, additional time shall be compensated at the rate of six dollars (\$6) for each additional half-hour or half-period increment. Under no circumstance shall a teacher receive more than seventy dollars (\$70) per day (e.g., an elementary teacher who combines classes for the entire day).



## **ARTICLE XXIX**

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

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

## **ARTICLE XXX**

### **FINANCIAL SUPPORT**

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

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

## **ARTICLE XXXI**

### **NON-TEACHING DUTIES**

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

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

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

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

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

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

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

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

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

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

F. The parties agree that teachers need more freedom from meetings, unnecessary training and paper work.

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

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

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

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

## **ARTICLE XXXII TEACHER TRAVEL**

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

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

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

## **ARTICLE XXXIII TEACHER EVALUATION AND FILES**

### **PREAMBLE**

The parties acknowledge that revisions to the agreement governing the teacher evaluation system are necessary because of recent changes in applicable law. The teacher evaluation system is intended to

evaluate the performance of duties and responsibilities of all teachers for the purpose of increasing student learning growth by improving the quality of instructional services in the schools. It is the intent of the parties to monitor this new system to ensure, as much as reasonably possible, that it is a fair, valid, and reliable teacher evaluation system and to make changes, as needed, to achieve this goal.

The following contract language will be subject to reopeners and review within one year from its full implementation upon request by either party. Further, the parties agree that should at any time the Florida law applicable to such evaluation procedures be changed or overturned by final order of a court of competent jurisdiction to which the Pinellas County School Board is subject, then in that event, the parties agree to promptly renew collective bargaining negotiations for the purposes of modifying the procedures set forth in this article.

#### **DEFINITIONS:**

**State Assessment:** Any standardized state approved assessment for a given subject.

**District Assessment:** Any standardized district determined assessment applied throughout the district for a given subject.

**Value added state model:** Formula/process developed by the state to measure student learning growth.

**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.

#### **Section A. TEACHER EVALUATION**

1. The superintendent shall establish procedures for evaluating the performance of duties and responsibilities of all teachers. The evaluation forms and procedures to be used will comply with all requirements as set forth in Section 1012.34, F.S.
2. The evaluator shall be trained and certified in the evaluation tool and must be the person responsible for supervising the teacher.
3. Feedback shall be provided where an observation or walkthrough may be used as evidence in the teacher's summative and final evaluations.
4. In accordance with Section 1012.34, F.S. teachers in their first three (3) years of employment will be rated as either Highly Effective, Effective, Developing or Unsatisfactory. All other teachers will be rated as either Highly Effective, Effective, Needs Improvement or Unsatisfactory. These ratings shall be described in the Evaluation Manual.
5. The process of evaluating teachers will be ongoing during the school year. There shall be a minimum of one (1) formal observation cycle and a preliminary evaluation conference for each Category of teacher, Teachers will be fully informed of the criteria and procedures associated with the Teacher Evaluation System before the evaluation takes place. Teachers will be provided electronic access to the Evaluation Manual within their first twenty (20) work days. All evaluations shall be subject to amendment to account for student performance data, upon receipt of such data, in accordance with Section 1012.34, F.S.
6. Category 1 Teachers are those teachers newly hired to the district and who must be observed and evaluated at least twice yearly.

- a. The first observation and evaluation shall be completed in the first sixty (60) workdays of their employment. Specific recommendations shall be provided to teachers to facilitate improvements in their instruction.
  - b. During the first year, new teachers will be given support, feedback and assistance to help develop their teaching skills. A mentor teacher shall be assigned, except in circumstances where it is not practical to do so.
  - c. The second observation and its summative evaluation shall be preceded by a pre-observation conference. Each Category 1 teacher will complete a self-evaluation and submit it to the administrator before the pre-observation conference. The post-observation conference to discuss the summative evaluation shall be completed no later than four (4) weeks prior to the end of the post-school year. Within three workdays after the post-observation conference, a teacher may submit additional evidence to be considered by the principal who has sole discretion of whether or not to accept such additional evidence.
  - d. The final evaluation shall be completed within ten (10) instructional workdays following the distribution of student data value added results from the Florida Department of Education. The teacher shall be provided the evaluation at the worksite or by mail to the last known forwarding address if the teacher is no longer a district employee. Upon receipt of the final evaluation, the teacher shall sign the report. The teacher's signature does not necessarily indicate agreement with its contents.
  - e. Notwithstanding the foregoing procedures, during the probationary contract year, the Category 1 teacher may be dismissed without cause, may be non-renewed without cause or may resign from the contractual position without breach of contract.
7. Category 2 Teachers are those teachers on Annual Contract.
- a. A probationary contract will not be awarded more than once to the same teacher unless the teacher was rehired after a break in service for which an authorized leave of absence was not granted. Otherwise, such teacher shall be a Category 2 teacher and be awarded an annual contract. A probationary contract shall be awarded regardless of previous employment in another school district or state.
  - b. All Category 2 teachers will have an annual evaluation, including at least one formal observation cycle.
  - c. The observation and its summative evaluation shall be preceded by a pre-observation conference. Each Category 2 teacher will complete a self-evaluation and submit it to the administrator before the pre-observation conference. The post-observation conference to discuss the summative evaluation shall be completed no later than four (4) weeks prior to the end of the post-school year. Within three workdays after the post-observation conference, a teacher may submit additional evidence to be considered by the principal who has sole discretion of whether or not to accept such additional evidence.
  - d. The final evaluation shall be completed within ten (10) instructional workdays following the distribution of student data value added results from the Florida Department of Education. The teacher shall be provided the evaluation at the worksite or by mail to the last known forwarding address if the teacher is no longer a district employee. Upon

receipt of the final evaluation, the teacher shall sign the report. The teacher's signature does not necessarily indicate agreement with its contents.

- e. If an administrator has documented performance concerns regarding a Category 2 teacher, that teacher will be afforded assistance through professional development and a prescribed improvement plan; provided, however, that such development and plan shall not affect the teacher's status as an annual contract teacher.
- f. Notwithstanding the foregoing procedures, a Category 2 teacher may be non-renewed at the end of their annual contract except, where appropriate, the steps for review in Section A.9. of this Article will apply.

8. Category 3 Teachers are those teachers on Professional Service Contract (PSC) or Continuing Contract (CC).

- a. All Category 3 teachers will have an annual evaluation, including at least one formal observation cycle.
- b. If an administrator has documented performance concerns regarding a Category 3 teacher, that teacher will be afforded assistance through professional development and a prescribed improvement plan. Unsatisfactory performance shall be addressed pursuant to applicable law.
- c. The observation and its summative evaluation shall be preceded by a pre-observation conference. Each Category 3 teacher will complete a self-evaluation and submit it to the administrator before the pre-observation conference. The post-observation conference to discuss the summative evaluation shall be completed no later than four (4) weeks prior to the end of the post-school year. Within three workdays after the post-observation conference, a teacher may submit additional evidence to be considered by the principal who has sole discretion of whether or not to accept such additional evidence.
- d. The final evaluation shall be completed within ten (10) instructional workdays following the distribution of student data value added results from the Florida Department of Education. The teacher shall be provided the evaluation at the worksite or by mail to the last known forwarding address if the teacher is no longer a district employee. Upon receipt of the final evaluation, the teacher shall sign the report. The teacher's signature does not necessarily indicate agreement with its contents.

9. Outcome of the Final Evaluation of Category 2 Teachers

In the case of a Category 2 teacher whose most recent evaluation was Effective or Highly Effective, before a principal decides not to recommend the teacher for renewal, the following steps shall be taken:

- 1) The principal shall notify the area superintendent of his or her intent.
- 2) The area superintendent and the chief HR officer will determine the appropriateness of the intended recommendation. The area superintendent and the chief HR officer, upon written request, shall meet with the affected teacher and his/her representative. Such determination shall be in the sole discretion of the area superintendent and chief HR officer and shall not require just cause. There shall be no appeal from or challenge to the recommendation, nor shall it constitute a basis for grievance.

- 3) If the intended recommendation is determined to be appropriate, the teacher shall be notified of his or her non-renewal.
- 4) If the intended recommendation is determined to be inappropriate, HR may direct that the teacher remain at the school or may find alternative placement.

#### 10. Evaluation Appeal Process for Category 2 and 3 Teachers

(A.) Category 2 and 3 teachers shall have the right to request an appeal through the Area Superintendent in the following cases: Category 2 teachers with a Unsatisfactory evaluation and Category 3 teachers with a Needs Improvement or Unsatisfactory evaluation. The appeal shall be filed in writing with the school principal within five (5) days of receipt of the evaluation. The principal shall issue a written decision within five (5) days thereafter. An appeal may be made to the area superintendent in writing within five (5) days of receipt of the principal's decision, and the area superintendent's written decision shall be rendered within five (5) days thereafter. The area superintendent's decision shall be final, non-appealable, and non-grievable.

(B.) Category 2 and 3 teachers shall have the right of appeal as described below.

- (1) Category 2 teachers who have been recommended for renewal and whose evaluation, if final, would fulfill the grounds for termination pursuant to Section 1012.33, F.S. and Section 1012.335, F.S.
- (2) Category 3 teachers whose evaluation, if final, would fulfill the grounds for termination pursuant to Section 1012.33, F.S.
- (3) The appeal shall be reviewed by a three (3) member panel which shall include the area superintendent, the chief HR officer and the superintendent's designee. This appeal process shall replace the grievance procedure, but not the right to a hearing in accordance with state law, in resolving the teacher's evaluation appeal.

11. Both parties support peer review as a meaningful process for teacher evaluation and agree to research options for a peer review system that is cost effective and adds value to the evaluation process.

#### **Section B. TEACHER FILES**

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

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

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

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

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

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

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

#### **ARTICLE XXXIV COMPLAINTS**

A. The principal shall accept and acknowledge 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.

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

#### **ARTICLE XXXV CONDITIONS FOR SUPPLEMENTAL COMPENSATION**

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

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

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

#### **ARTICLE XXXVI TEACHER CONTRACTS**

**1. DEFINITIONS** - As used in this Article, the term:

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

(b) "Probationary contract" means an employment contract for a period of 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.

### **3. EMPLOYMENT**

(a) 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).

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

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

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

**4. VIOLATION OF ANNUAL CONTRACT** - Teachers who accept a written offer from the Board and who leave their positions without prior release from the Board are subject to the jurisdiction of the Education Practices Commission.

**5. 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.

**6.** 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 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 XXXVII.

**7.** 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.

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

1. The district school superintendent, after receiving the recommendations required by s. 1012.34, charges the teacher with unsatisfactory performance and notifies the teacher of performance deficiencies as required by s. 1012.34; or



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

## **ARTICLE XXXVII**

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

- A. Discipline of teachers including but not necessarily limited to dismissal, reprimand, or suspension shall be for just cause.
- B. Instructional personnel are subject to suspension or dismissal as provided for in Sections 1012.33, 1012.335 and 1012.34, Florida Statutes.
- C. Procedure
1. The procedure for suspension, dismissal and return to annual contract status for Continuing Contract teachers shall be governed by Sec. 1012.33(4), F.S.
  2. Professional Service Contract teachers may be suspended or dismissed at any time during the term of the contract for just cause as provided above. The Board must notify the employee in writing whenever charges are made against the employee and may suspend such person without pay; but, if the charges are not sustained, the employee shall be immediately reinstated, and his or her back salary shall be paid. If the employee wishes to contest the charges, the employee must, within 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 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 60 days after receipt of the written request. The hearing shall be conducted in accordance with Sec. 120.569 and 120.57, F.S. A majority vote of the membership of the Board shall be required to sustain the Superintendent's recommendation. The Board's determination is final as to the sufficiency or insufficiency of the grounds for suspension without pay or dismissal. Any such decision adverse to the employee may be appealed by the employee pursuant to Sec. 120.68, F.S.
  4. The Board sits in a quasi-judicial capacity with respect to employee discipline cases, both those referred to the Division of Administrative Hearings and those it hears directly. The Uniform Rules of Procedure, Chapter 120, and Board policy 0133 shall govern shall apply to and govern the Board's quasi-judicial proceedings as applicable.

**D. Resignation.**

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

**ARTICLE XXXVIII  
PROFESSIONAL SERVICE CONTRACT PERFORMANCE PROBATION**

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

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

The teacher who holds a professional service contract shall be placed on performance probation and governed by the provisions of this section for 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 90-calendar-day period. During the 90 calendar days, the teacher who holds a professional service contract must be evaluated periodically and apprised of progress achieved and must be provided assistance and in-service training opportunities to help correct the noted performance deficiencies. At any time during the 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), it does not extend the period for correcting performance deficiencies.

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

Within 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 15 days after receipt of the district school superintendent's recommendation, submit a written request for a hearing. The hearing shall be conducted by an administrative law judge assigned by the Division of Administrative Hearings of the Department of Management Services. The hearing shall be conducted in accordance with chapter 120. The recommendation of the administrative law judge shall be made to the Board. A majority vote of the membership of the district school board shall be required to sustain or change the administrative law judge's recommendation. The determination of the Board shall be final as to the sufficiency or insufficiency of the grounds for termination of employment.

**ARTICLE XXXIX  
TEACHING HOURS AND TEACHING LOADS**

It is the philosophy of this agreement that a teacher's primary responsibility is to teach. The parties to this agreement recognize that there are certain other activities which must be performed during the teacher day that are essential to the safe and effective operation of the school. It is the intent of the parties that the individual school is the best source of determining the relationship of instructional time to non-instructional time and the duties to be performed therein. In keeping with the intent of school improvement, local school staffs are encouraged to use the provisions of Article XV to fashion the most beneficial schedule of activities for that particular school. They may elect to waive any or all of the provisions of this section of the Agreement and convert their schools to a thirty-seven and one-half (37.5) hour work week in lieu of a seven and one-half (7.5) hour/day schedule. Such decisions must be part of the School Improvement Plan, approved by the school administration and a two-thirds vote of the faculty. Only instructional personnel who will be at the school when the waiver is implemented are eligible to vote. An eligible voter, at a minimum, must work at the school fifty (50) percent of the school day. No revote on the same waiver or variation of that waiver is permitted within a ten-month period from the original vote and must be for the next school year. A secret-ballot election will be held by the Principal's Designee and the Lead PCTA Faculty Representative or a representative from the Association.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Where a faculty wishes to develop a schedule that requires a waiver of specific contractual provisions and is viable from a financial and logistical perspective, a two-thirds % vote shall be required pursuant to current contract language in effect. Only instructional personnel who will be at the school when the waiver is implemented are eligible to vote. An eligible voter, at a minimum, must work at the school fifty (50) percent of the school day. No revote on the same waiver or variation of that waiver is permitted within a ten-month period from the original vote and must be for the next school year. A secret ballot election will be held by the Principal's Designee and the Lead PCTA Faculty Representative or a representative from the Association.

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

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

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

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

**I. Grading periods:**

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

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

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

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

## **ARTICLE XL EQUAL RIGHTS**

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

## **ARTICLE XLI PAYROLL DEDUCTIONS**

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

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

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

D. Association Deductions

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

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

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

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

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

A. At least one (1) hour shall be allotted for Association meetings.

B. One (1) hour during post school may be scheduled by each faculty for a faculty social.

C. Internal meetings shall be held to a minimum to allow maximum preparation time by teachers. One day or two half days during the pre-school period shall be designated as instructional excellence

day and no meeting or activities will be scheduled by the Administration or Association. Should the pre-school period be reduced, this subsection will be readdressed by the parties.

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

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

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

### **ARTICLE XLIII SCHEDULE OF SALARY PAYMENTS**

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

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

C. 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 XLIV PART-TIME TEACHERS**

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

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

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

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

## **ARTICLE XLV SALARIES AND SALARY SUPPLEMENTS**

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

1. It is understood that these rates are for the established one hundred ninety-eight (198) days, which is inclusive of six (6) paid holidays as determined in the Calendar Committee process. It is further understood that incremental steps on the salary schedule are subject to renegotiations every year and are not automatically payable until such time as a new salary schedule has been ratified.

2. In addition to the 2009-10 salary schedule, the Board will provide a \$350 training supplement to recognize trainings required by district state and federal initiatives aligned to the district's strategic plan. The training supplement will be payable in two equal installments in the last paycheck in November 2009 and March 2010. The supplements will be considered compensation in accordance to FRS guidelines. In order to be eligible, an employee must be on active payroll status.

3. The 2010-11 salary schedule includes a one step increase and adds one additional required training day, payable at the daily rate of pay, for a total of one hundred ninety-nine (199) days. The minimum step increase is \$300. The step increase and pay for the additional day shall be set forth in the 2010-11 salary schedule in Appendix A.

4. The parties agree to a thorough review of the salary schedule during 2009-10 to begin adjusting the base schedule to reduce dependence on the referendum supplement over time.

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

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

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

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

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

shall be the responsibility of the director to establish limits on the number of employees to be approved under this provision.

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

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

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

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

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

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

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

#### **ARTICLE XLVI SUMMER PROGRAMS**

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

#### **ARTICLE XLVII CREDIT FOR PRIOR SERVICE ON SALARY SCHEDULE**

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



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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE XLVIII EMPLOYEE BENEFITS**

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

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

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

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

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

### **D. Enrollment**

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

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

E. **Changes in Coverage** - In accordance with IRS guidelines and carrier contracts, employees may make certain changes during the plan year if a change in family status occurs. A completed

Enrollment & Change Form and supporting documentation must be received by Risk Management within 30 days of the qualifying event. The change in coverage will be effective the first of the month following the qualifying event and receipt of the enrollment form by risk management.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# APPENDIX A1

## PINELLAS COUNTY SCHOOL BOARD INSTRUCTIONAL SALARY SCHEDULE (Instructional staff hired before July 1, 2011)

### 2012/2013 School Year

Years	Level 1	Level 2	Level 3	Level 4	Level 5
0	37,000	37,800	39,180	40,350	41,500
1	37,095	37,895	39,275	40,445	41,595
2	37,095	37,895	39,275	40,445	41,595
3	37,395	38,195	39,575	40,745	41,895
4	37,395	38,195	39,575	40,745	41,895
5	37,542	38,342	39,722	40,892	42,042
6	38,296	39,096	40,476	41,646	42,796
7	39,100	39,900	41,280	42,450	43,600
8	39,402	40,202	41,582	42,752	43,902
9	39,402	40,202	41,582	42,752	43,902
10	39,702	40,502	41,882	43,052	44,202
11	40,633	41,433	42,813	43,983	45,133
12	40,934	41,734	43,114	44,284	45,434
13	41,236	42,036	43,416	44,586	45,736
14	41,236	42,036	43,416	44,586	45,736
15	41,537	42,337	43,717	44,887	46,037
16	42,794	43,594	44,974	46,144	47,294
17	43,095	43,895	45,275	46,445	47,595
18	43,397	44,197	45,577	46,747	47,897
19	43,698	44,498	45,878	47,048	48,198
20	44,955	45,755	47,135	48,305	49,455
21	45,256	46,056	47,436	48,606	49,756
22	45,558	46,358	47,738	48,908	50,058
23	47,316	48,116	49,496	50,666	51,816
24	48,874	49,674	51,054	52,224	53,374
25	54,201	55,001	56,381	57,551	58,701
26	58,774	59,574	60,954	62,124	63,274
27	59,074	59,874	61,254	62,424	63,574
28	59,074	59,874	61,254	62,424	63,574
29	59,074	59,874	61,254	62,424	63,574
30	59,779	60,579	61,959	63,129	64,279
31	60,079	60,879	62,259	63,429	64,579

- \* The amounts above include \$2,852 in referendum supplement dollars effective 7/1/2011 to 6/30/2012 that were approved by the voters of Pinellas County. The Board will direct a representative of the Finance Division to certify to the Bargaining Leadership Team (BLT) the amount of this supplement each year as determined by changes in the certified tax roll projections and actual tax collections for the previous year. Adjustments to the supplement shall be calculated and conveyed to the BLT consistent with Board Policy relating to the voter approved 0.5 mill referendum stating that 80% of the tax is designated as the referendum supplement. All adjustments to the supplement for individual salaries of instructional employees shall be retroactive to July 1st of the fiscal year.
- \* Base hourly rate is defined as the scheduled salary minus the \$2,852 in referendum supplement.
- \* Late starters who are eligible for Level 2 or Level 4 must apply within thirty days of starting date.
- \* Placement on Level 4 of the Salary Schedule shall be made available to those teachers who have completed and verified all requirements for the Doctoral degree with the exception of the dissertation (ABD).
- \* This salary schedule is for 198 Teacher Days.

**APPENDIX A2**

**PINELLAS COUNTY SCHOOL BOARD PROPOSED  
INSTRUCTIONAL SALARY SCHEDULE**

**(Instructional staff hired after June 30, 2011) \*\***

**2012/2013 School Year,  
effective 11/1/12**

**Schedule reflects 10 month employees (198 days at 7.5 hours).**

<b>Years of Experience</b>	<b>Bachelor's Degree; Non-Degree Vocational</b>
0	37,000
1	37,095
2	37,095
3	37,395
4	37,395
5	37,542
6	38,296
7	39,100
8	39,402
9	39,402
10	39,702
11	40,633
12	40,934
13	41,236
14	41,236
15	41,537
16	42,794
17	43,095
18	43,397
19	43,698
20	44,955
21	45,256
22	45,558
23	47,316
24	48,874
25	54,201
26	58,774
27	59,074
28	59,074
29	59,074
30	59,779
31	60,079

A salary supplement will be used for advanced degrees that are held in the individual's area of certification. In order to receive credit for the advanced degrees, (Masters, Specialist and Doctorate) employees must provide an official transcript of record showing the award of the earned degree to the Certification Department. Please see the chart below for the supplement amounts. \*\* As required by SB 736 from 2011.

<b>Advanced Degree</b>	<b>Supplement</b>
Master's	2,180
Specialist's	3,350
Doctorate	4,500

The salary schedule includes a \$2,852 referendum supplement effective 7/1/2012 to 6/30/2013 approved by the voters of Pinellas County. The Board will direct a representative of the finance Division to certify to the Bargaining Leadership Team (BLT) the amount of this supplement each year as determined by changes in the certified tax roll projections and actual tax collections for the previous year. Adjustments to the supplement shall be calculated and conveyed to the BLT consistent with Board Policy relating to the voter approved 0.5 mill referendum stating that 80% of the tax is designated as the referendum supplement. All adjustments to the supplement for individual salaries of instructional employees shall be retroactive to July 1st of the fiscal year.

Base rate is defined as the scheduled salary minus the \$2,852 in referendum supplement.

Salary schedules are reviewed annually. Annual step increases are subject to budget constraints and not guaranteed.

## **APPENDIX B. – OTHER COMPENSATION**

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

## **APPENDIX C. - PINELLAS' VIRTUAL INSTRUCTION PROGRAM**

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

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

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

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

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



9. The board and the Association will meet annually to discuss the implementation of the Virtual Instruction Program.

#### **APPENDIX D. – DIFFERENTIATED PAY**

Instructional staff at the following schools will receive a differentiated pay supplement of \$1000 for the 2012-2013 school year. The schools are selected based on Florida's Differentiated Accountability law and State and Federal grant requirements. The list of schools will be updated annually after consultation with the Association.

For the 2012-2013 school year, the amount will be payable in two equal installments. One in December and the other at the end of the second semester upon verification of 90 days worked per semester.

##### **The schools are as follows:**

Fairmount Park Elementary, Maximo Elementary, Lakewood Elementary, Melrose Elementary, James Sanderlin Elementary, Sandy Lane Elementary, Woodlawn Elementary

Azalea Middle, Pinellas Park Middle

Boca Ciega High, Dixie Hollins High, Gibbs High, Lakewood High

#### **APPENDIX E SCHOOL IMPROVEMENT GRANT (SIG) COMPENSATION PLAN**

##### **Performance Pay**

###### **a. Eligible staff**

- i. Instructional staff whose unit is assigned full time to one of the SIG schools:

Boca Ciega, Dixie Hollins, Gibbs and Lakewood High Schools, and Fairmount Park, Lakewood and Woodlawn Elementary Schools.

- ii. Teacher must be rated effective or highly effective on the summative evaluation.

###### **b. Scoring Method**

- i. Tiers will be determined per school and not consolidated.

ii. There will be two categories for instructional staff at each school. A category for teachers evaluated using school-wide value-added data and a category for teachers evaluated using teachers' value-added data. Each category contains three tiers. Tiers will be based on teachers with individual student performance data and individuals who will use school wide student performance data.

- iii. In order to reward high performing teachers, that the tiers are distributed as follows:

Tier 1-top 5% of teachers in each category

Tier 2 -top 6-15% of teachers in each category

Tier 3 -top 16-20% of teachers in each category

###### **c. Allocating Funds**

i. As more teachers will be evaluated using individual teacher value-added data, the percentages in each tier for each category may be adjusted. Any change to the categories and/or tiers will be agreed upon by the District and the PCT A.

- ii. Tier allocations will be distributed solely from the School Improvement Grant but shall not exceed

1. Tier 1-\$2,500

2. Tier 2 -\$1,500

3. Tier 3 -\$500

#### **APPENDIX F TEACHER INCENTIVE FUND (TIF) COMPENSATION PLAN**

There are two distinct categories of opportunities for additional compensation.

##### **1. Incentive Pay**

###### **a. Eligible staff**

- i. Instructional staff whose unit is assigned full time to one of the 4 TIF schools.

- ii. Teacher must be rated effective or highly effective on the summative evaluation.

- iii. Teacher must complete an application process designed by either Professional Development

for the Rubric Expert or Research and Accountability for the Assessment Item Developer.

- b. Two options for incentive pay (not mutually exclusive); however, there is a cap of \$2,000
  - i. Rubric Expert - gaining extensive knowledge of the Pinellas Professional Indicator Rubric and assisting other teachers in building their knowledge of the rubric for the purpose of incrementally improving practice. All phases must be completed to earn this incentive.
    - 1. 30% of all eligible teachers will be chosen.
    - 2. Attend a one week summer institute (37.5 hours).
    - 3. Attend one 3 hour follow up training.
    - 4. Facilitate two trainings @ 3 hours each.
    - 5. Upon completion of all requirements, teacher will receive a supplement of \$930 (\$20/hr).
  - ii. Assessment Item Developer -assisting in assessment item development in conjunction with the Departments of Curriculum and Instruction and Research and Accountability for items that may be included in assessment item banks for various district assessments.
    - 1. Number of eligible teachers chosen will depend on need (model assumes 25% of eligible teachers).
    - 2. Attend an initial training to understand assessment item development and acquire the skills needed to assist in item development.
      - a. Training payment will be \$150.
    - 3. Attend a 4 hour writing session to work on item development and deliver assigned items.
      - a. Payment for item delivery and a writing session will be \$100.

## 2. Performance Pay

- a. Eligible staff
  - i. Instructional staff whose unit is assigned full time to one of the 4 TIF schools.
  - ii. Teacher must be rated effective or highly effective on the summative evaluation.
- b. Scoring Method
  - i. Tiers will be determined per school and not consolidated.
  - ii. There will be two categories for instructional staff at each school. A category for teachers evaluated using school-wide value-added data and a category for teachers evaluated using teachers' value-added data. Each category contains three tiers. Tiers will be based on teachers with individual student performance data and individuals that will use school wide student performance data.

## Teacher Incentive Fund Compensation Plan Proposal

- iii. In order to reward high performing teachers, we are recommending that the tiers are distributed as follows:
  - 1. Tier 1-top 5% of teachers in each category
  - 2. Tier 2 -top 6-15% of teachers in each category
  - 3. Tier 3 -top 16-20% of teachers in each category
- c. Allocating Funds
  - i. As more teachers will be evaluated using individual teacher value-added data, the percentages in each tier for each category may be adjusted. Any change to the categories and/or tiers will be agreed upon by the district and PCTA.
  - ii. Tier allocations will be:
    - 1. Tier 1-\$5,000
    - 2. Tier 2 -\$3,000
    - 3. Tier 3 -\$1,000

## **APPENDIX G EXTENDED DAY COMPENSATION PLAN**

In recognition of a mandated extended day and additional instructional responsibilities at elementary schools designated as L100 by the Florida Department of Education, employees represented by the PCTA Bargaining Unit at Campbell Park, Fairmount Park, High Point, Lakewood, Melrose and Woodlawn Elementary schools will receive an instructional supplement of sixty minutes of additional pay on student instructional days. This additional supplemental pay is calculated using the teacher's base hourly rate exclusive of the referendum supplement. These employees will also receive an additional 30 minutes of individual planning time per week within the work day.

This stipulation shall be in effect for the 2012-13 school year and will be reviewed by both parties prior to implementation for the 2013-14 school year.

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