

**Article VII Working Conditions
Mutual Counterproposal
June 7, 2023**

SECTION A-V same

~~SECTION W—Selection of Teacher of the Year~~

- ~~1. The Union shall conduct the Teacher of the Year selection process.~~
- ~~2. Upon request, the Board shall provide technical assistance related to the selection process to the Union.~~
- ~~3. The Board shall provide the Union with the deadline for submission of the State Teacher of the Year nomination and criteria for selection as soon as it is notified by the Department of Education.~~
- ~~4. In September, a Teacher of the Year Committee composed of teachers only shall be selected at each school by vote at a meeting of the entire faculty.~~
- ~~5. The school's Teacher of the Year Committee shall oversee the nomination and selection process for the school's Teacher of the Year.~~
- ~~6. The school's Teacher of the Year Committee shall announce timelines for nomination and voting procedures at least two (2) weeks prior to the beginning of the nomination procedure for approval by the entire faculty.~~
- ~~7. No action shall be taken against a teacher for refusing to participate in Teacher of the Year activities.~~
- ~~8. Nominations for Teacher of the Year shall come from teachers only.~~
- ~~9. Voting for school Teacher of the Year shall be by secret ballot. Only teachers assigned to the school may vote for that school's Teacher of the Year.~~
- ~~10. The committee to select the district's Teacher of the Year shall be composed of five (5) teacher representatives. These representatives must not have a conflict of interest and shall be chosen by the Union Executive Board.~~
- ~~11. The Union shall furnish to the Board by October 1 of each year a list of Teacher of the Year Committee members for each school. In addition, at the conclusion of the selection process for District Teacher of the Year, the Union shall furnish to the Board a list of members of the District Teacher of the Year Selection Committee.~~
- ~~12. Teachers who are serving as chairpersons of the school Teacher of the Year Committee shall be granted one-half (1/2) day temporary duty leave for orientation purposes. Teachers who serve on the district Teacher of the Year Selection Committee shall be granted up to five (5) days additional temporary duty leave. Substitutes shall be provided as follows:

One-half (1/2) day for orientation purposes and up to five (5) days for each teacher serving on the district Teacher of the Year Selection Committee. Reimbursement for travel shall be authorized.~~

SECTION ~~WX~~ - School Improvement

1. School Advisory Councils

The composition of and procedures for teacher membership on School Advisory Councils (SACs) shall be in accordance with the guidelines provided by in the district manual, "Pasco County District School Advisory Councils." For the purpose of teachers serving on SACs the term "teacher" shall refer to all employees who occupy

positions which are defined as members of the instructional bargaining unit. The date, time, and location of a school's SACs meeting shall be published in advance. If a SAC meeting is held during the student day, release time shall be granted to one (1) USEP-designated representative at the school site to attend the SAC meeting. USEP and the Board may mutually agree to share the cost of the substitute.

2. Upon the Union president's request, the Superintendent and/or his/her designee shall meet with the Union president on mutually agreeable date(s) and time(s) for the purpose of facilitating the communication of information regarding school accountability and improvement.

SECTION ~~XY~~ - Job Sharing

Job sharing is the employment of two (2) teachers performing the duties and responsibilities of one (1) classroom teaching position. Job sharing is not designed to be permanent part-time employment or to provide opportunity for teachers to work for another employer.

Two (2) teachers who wish to share one (1) position must first request and obtain the approval of their principal. Upon approval of the principal, the request for job sharing must be sent to the Director of Employee Relations and the president of USEP by April 1st for approval. Upon mutual agreement, exceptions to the April 1st deadline may be considered if extenuating circumstances warrant. If approved, two (2) teachers may participate in the job-sharing program for the next school year. Upon approval of the principal, the two (2) teachers may request to extend job sharing for additional years to a maximum of five (5) years. Each year, requests for extensions must be sent to the Director of Employee Relations and the president of USEP by April 1st for approval. Job sharing will be approved in one-year periods.

Reasons for a teacher requesting to job share may include the following:

- a. Child care.
- b. Medical condition of the teacher or immediate family member. Immediate family shall mean husband, wife, child, father, mother, brother, sister, or other close relative or member of his/her household.
- c. Advanced study leading toward a higher degree.
- d. College work leading toward certification in a critical shortage area.
- e. Special circumstances and/or conditions as approved by the Director of Employee Relations and the president of USEP.

Teachers approved for job sharing must agree to the following conditions of employment:

- a. Each teacher must work four (4) hours per day. The schedule of duties and assignments shall be made by the principal. Any changes must be approved by the principal.
- b. Each teacher shall be entitled to four (4) one-half (1/2) days of sick leave as of the first day of the school year and thereafter earn one-half (1/2) day of sick leave for each month of employment for a total of five (5) days during the 196-day contract. Each teacher shall be allowed up to six (6) one-half (1/2) days of personal leave each year.
- c. Each teacher shall receive the appropriate contributions for the Florida Retirement System and social security.
- d. Each teacher's salary will be one-half (1/2) of his/her salary based upon degree and experience.
- e. For the purposes of seniority and credit on the salary schedule, assignments for each teacher will constitute more than one-half (1/2) of the school year thus entitling each teacher to one (1) year of service.
- f. One (1) teacher will receive full benefits, health and flexible benefits, as provided by the district. The other teacher will sign a waiver of such benefits.

g. Should one (1) of the two (2) teachers job sharing have to vacate his/her position during the year due to unavoidable circumstances, the remaining teacher will assume that position. However, in cases where a replacement for the vacating job sharing teacher can be found who is approved by the principal, the Director of Employee Relations and the president of USEP, the teaching position may continue as a job sharing position.

h. Upon return from an approved job sharing position of no more than one (1) year, a teacher shall be placed in the same instructional position held upon applying for said job sharing position if such position exists. Any teacher who is hired for the purpose of replacing a teacher who is job sharing will be notified upon employment that he/she will not be reappointed at the expiration of his/her contract.

i. Other working conditions and benefits as stipulated in the Instructional Master Contract may not be applicable and subject to waiver based upon the needs of the students and school. Such waivers shall be agreed to by the Director of Employee Relations and the President of USEP.

SECTION YZ - Charter Schools

1. As soon as the Board is aware that an existing school is considering converting to a charter school, or the Board is considering the construction of a new facility for the purpose of establishing a charter school or an application is made to the Board to establish a charter school, the Union will be informed. The Board shall continue to recognize the Union's collective bargaining rights as provided by Florida Statute.

2. The Union and Board agree that upon request, the Board shall grant a teacher who possesses a continuing, professional service, or annual contract a leave of absence without pay to teach in a Charter School as defined in Florida Statute

1002.33(12). This leave shall be for a period of one (1) year and shall be renewed each year thereafter upon notification by the teacher to the Supervisor of Charter Schools by April 1 of the preceding school year. This leave provision will apply only if Florida Statute requires such. Should the statute be revised and omit the leave requirement, this leave provision will become null and void.

SECTION ZAA – Tobacco Free Policy

1. Smoking and the use of all tobacco products are prohibited by law inside all School Board facilities and in all “common areas” as defined in the Florida Clean Indoor Air Act to be “any hallway, corridor, lobby, aisle, water fountain area, restroom, stairwell, entryway, or conference room...”

2. The current practice whereby the worksite administrator designates employee outdoor smoking area(s) that are shielded from student view and are located away from regularly used student activity areas on existing School Board grounds shall continue, except under the following conditions, until July 1, 2016:

a. Effective July 1, 1996, all future newly acquired worksites, including all School Board real and personal property located on these sites, shall be designated as smoke and tobacco free. No employee at these sites shall use any tobacco product in the building(s) or on any outside grounds. This includes the use of such tobacco products in motor vehicles with the exception of those vehicles entering or exiting the worksite(s).

b. Any school or worksite that is rebuilt or remodeled shall be designated as smoke and tobacco free regardless of when the property was acquired.

c. All employees assigned to any School Board facility which is not smoke and tobacco free shall be surveyed once each year if requested by any employee at the facility. Such request shall be made in writing by September 30 to the Director of Employee Relations, with a copy provided to the President of the Union. The intent of the survey is that, as all employees at any such facility declare that they are nontobacco users or are willing to refrain from the use of tobacco products at the facility, the facility shall be declared tobacco free.

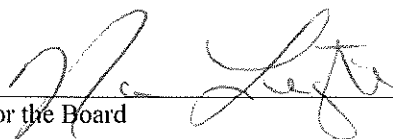
3. Effective July 1, 2016, all school grounds, campuses, property, and all Board vehicles, including golf carts and school buses, whether owned or leased by the Board, shall be tobacco free and free of the use of tobacco at all times. This includes the use of tobacco in motor vehicles with the exception of those moving vehicles entering or exiting the work site(s).

4. Until tobacco use is prohibited as described above effective July 1, 2016, the district shall not involuntarily transfer any teacher who is a tobacco user to a position at a smoke and tobacco free site without his/her consent.

5. For purposes of this policy, "use of tobacco" shall mean all uses of tobacco, including cigars, cigarettes, pipe tobacco, chewing tobacco, snuff, or any other matter or substances that contain tobacco and the possession of papers used to roll cigarettes. The "use of tobacco" shall also include the use of electronic, vapor, look alike, clove, or any other substitute forms of cigarettes or any smoking devices.

6. The district shall continue to promote smoking cessation through its Health and Wellness Centers and/or other local health agencies that may offer similar programs.

END OF ARTICLE VII



For the Board

6/7/23

Date



For the Union

6/7/23

Date