

# **Instructional**

## **Master Contract**

# **Negotiations**

### **2011-2014**

**2011-2012 School Year**

**United School Employees of Pasco**

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and

**District School Board of Pasco County**

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## TABLE OF CONTENTS

	Page
ARTICLE I      RECOGNITION .....	1
ARTICLE II      DEFINITIONS.....	1
ARTICLE III      UNION RIGHTS	
SECTION A      Implementation .....	3
SECTION B      Payroll Deductions .....	4
SECTION C      Use of Facilities .....	4
ARTICLE IV      FAIR PRACTICES .....	5
ARTICLE V      SENIORITY .....	5
ARTICLE VI      GRIEVANCE PROCEDURE	
SECTION A      Definitions.....	5
SECTION B      General Application .....	6
SECTION C      Procedure .....	6
ARTICLE VII      WORKING CONDITIONS	
SECTION A      Contracts .....	8
SECTION B      Resignations.....	8
SECTION C      Dismissal.....	8
SECTION D      Promotional Vacancies .....	9
SECTION E      Transfers and Reassignments.....	9
SECTION F      Involuntary Transfers.....	9
SECTION G      Reduction in Force .....	11
SECTION H      Evaluation .....	12
SECTION I      Staff Development Training .....	13
SECTION J      Academic Freedom .....	14
SECTION K      Political Activity .....	14
SECTION L      School Day .....	14
SECTION M      Teacher Work Year.....	14
SECTION N      Non-Teaching Duties .....	15
SECTION O      Facilities .....	15
SECTION P      Materials .....	15
SECTION Q      Teacher Files .....	15
SECTION R      Classroom Interruptions.....	16
SECTION S      Teaching Assignments and Duties.....	16
SECTION T      Parent-Teacher Conferences .....	19
SECTION U      Student Discipline.....	19
SECTION V      Miscellaneous .....	21
SECTION W      Selection of Teacher of the Year .....	21
SECTION X      School Improvement.....	22
SECTION Y      Job Sharing.....	22
SECTION Z      Charter Schools .....	23
SECTION AA      Tobacco Free Policy .....	23
ARTICLE VIII      LEAVES OF ABSENCE	
SECTION A      Rules Governing .....	24
SECTION B      Paid Leaves	
1.      Sick Leave.....	25
2.      Illness-In-Line-of Duty Leave .....	26

3.	Personal Leave .....	26
4.	Judicial Duty .....	26
5.	Professional Leave .....	26
6.	Sabbatical Leave .....	26
7.	Sick Leave Bank .....	27
8.	National Board of Professional Teaching Standards Certification Leave .....	28
SECTION C	Unpaid Leaves	
1.	Child Rearing Leave .....	28
2.	Military Leave .....	29
3.	Advanced Study and Education Service Leave .....	29
4.	Civic Participation Leave .....	29
5.	Health Leave .....	29
6.	Extended Personal Leave .....	29
7.	Family and Medical Leave Act (FMLA) .....	29
ARTICLE IX	SAFETY AND HEALTH	
SECTION A	Safety .....	32
SECTION B	Workers' Compensation .....	32
SECTION C	Assault, Battery, and Disability .....	33
SECTION D	Personal Property .....	33
SECTION E	Liability .....	33
ARTICLE X	SALARY AND TEACHER WELFARE	
SECTION A	Salary Schedule and Remunerations .....	34
SECTION B	Fringe Benefits	
1.	Health Insurance .....	34
2.	Retirement .....	35
SECTION C	Payroll Deduction for Additional Benefits .....	35
SECTION D	Early Retirement Monthly Benefit .....	36
SECTION E	Deferred Retirement Option Program (DROP) .....	36
SECTION F	Retiree Healthcare Premium .....	38
SECTION G	Meritorious Attendance Incentive Pay .....	38
SECTION H	Group Medical Benefits Recovery Incentive Program (Indemnity -- PPO and HMO Programs) .....	40
SECTION I	Employee Assistance Program (EAP) .....	40
ARTICLE XI	SUMMER SCHOOL	
SECTION A	Filling of Positions .....	40
SECTION B	Length of the Summer School Day/Term .....	41
SECTION C	Compensation and Contingencies .....	41
ARTICLE XII	RULES GOVERNING THIS AGREEMENT .....	41
ARTICLE XIII	DURATION .....	42
ADDENDUM A	SALARY SCHEDULE .....	43
ADDENDUM B	SUPPLEMENT SCHEDULE .....	48
ADDENDUM C	INSTRUCTIONAL BARGAINING UNIT DESCRIPTION .....	52
ADDENDUM D	FEDERAL DRUG AND ALCOHOL TESTING PROGRAM FOR HOLDERS OF FLORIDA CLASS A OR B COMMERCIAL DRIVERS' LICENSES .....	53
ADDENDUM E	CONTRACT WAIVER REQUEST .....	54

ADDENDUM F	REASONABLE SUSPICION DRUG TESTING PROGRAM.....	55
ECONOMIC PROPOSAL.....		57
MEMORANDUMS OF UNDERSTANDING		
	Differentiated Accountability .....	58
	Electronic Availability and Printing of Agreement.....	59
	Electronic Job Advertisements/Vacancy Notices.....	59
	Electronic Personnel Directory.....	60
	Elementary and Secondary Education Act/No Child Left Behind Impact on Instructional Staff.....	60
	ESE Task Force .....	60
	Florida’s K-12 Comprehensive Research-Based Reading Plan and Professional Development	
	Protocol Standards.....	61
	Implementation of the Student Success Act for the 2011-2012 School Year .....	62
	Indoor Air/Environmental Quality Issues .....	67
	Instructional Extended School Year Program - Summer of 2011 .....	67
	Instructional Personnel Salary Step Increases – 2011-2012 School Year.....	69
	Legislation by the State and Federal Legislature .....	69
	National Board for Professional Teaching Standards Application Fee Reimbursement .....	69
	Paperwork Reduction for Teachers .....	70
	Pasco’s Virtual Instructional Program.....	70
	Problem Solving/Response to Intervention (PS/RtI).....	72
	Retention of Fingerprints, and Five (5) Year National Check .....	72
	School Choice Preference Employee Request .....	72
	School Improvement Grant – Ridgewood High School.....	73
	School Utilization of Expanded Homeroom/Skinny Periods .....	75
	Supplements for Advanced Degrees .....	76
	Voluntary Pre-K (VPK) Program - Summer 2011 .....	76
APPENDIX A	MEMBERSHIP APPLICATION AND DUES AUTHORIZATION FORM .....	79
APPENDIX B	GRIEVANCE FORM .....	80
APPENDIX C	CONTRACT WAIVER PRE-APPROVAL REQUEST FORM.....	81
APPENDIX D	CONTRACT WAIVER FINAL APPROVAL REQUEST FORM.....	82

## **ARTICLE I - RECOGNITION**

### **SECTION A**

The District School Board of Pasco County, hereinafter called the "Board", recognizes the United School Employees of Pasco, hereinafter called the "Union", as the exclusive bargaining representative of all teachers in the school district known and designated as Pasco County School District. Instructional bargaining unit members as provided for in this contract is defined by the positions listed in Addendum C of this Agreement and any new instructional position established for which the Board and Union have mutually agreed should be included or PERC has rendered a decision of inclusion and there is no pending appeal. Addendum C will be revised each school year by mutual agreement of the Board and the Union.

As defined above, this would mutually amend the educational employees listed as included and exclude those listed as excluded by the Public Employees Relations Commission (PERC) in the April 17, 1975, Order of Certification.

### **SECTION B**

When a new job description/position title is approved by the Board, the Union will have the right to request in writing that the position be included or excluded from the bargaining unit, stating the reasons for said inclusion or exclusion. The Superintendent shall respond within five (5) days. If the Union request is denied, the Superintendent shall state in writing the reasons for rejection in his/her response. In the event of a disagreement on the issue of any specific job description/position title, PERC shall be petitioned for a ruling on the inclusion or exclusion of the position. Any person placed in a contested position shall upon a ruling by PERC for inclusion in the addition of bargaining unit receive all rights granted under this Agreement from the time of initial placement.

### **SECTION C**

The Union recognizes the Board as the duly constituted legislative body and agrees to bargain collectively only with the chief executive officer of the Board or his/her designee.

### **END OF ARTICLE I**

## **ARTICLE II - DEFINITIONS**

### **SECTION A**

The term teacher shall refer to personnel named as such in Article I, Section A, of this Agreement and all other personnel who may be included as members of the bargaining unit under the provisions of Article I, Section B, of this Agreement.

### **SECTION B**

The term Union or USEP shall refer to the United School Employees of Pasco and all duly authorized representatives thereof.

### **SECTION C**

The term day shall refer to the working day for teachers.

### **SECTION D**

The term district shall refer to the school district of Pasco County.

### **SECTION E**

The term Board shall refer to the District School Board of Pasco County.

### **SECTION F**

The term Superintendent shall refer to the Superintendent of Schools of Pasco County or his/her designee.

### **SECTION G**

The term principal shall refer to the head of any school or work location and/or function division or group or his/her designee.

**SECTION H**

The term school shall mean all buildings on the school site and shall include any work location to which teachers are assigned to carry out their teaching responsibilities and which is under the jurisdiction of the District School Board of Pasco County.

**SECTION I**

The term building shall refer to each individual permanent building on the school site.

**SECTION J**

The term Agreement shall mean the full and complete agreements between the Union and the Board, duly ratified and signed as set forth in this document.

**SECTION K**

The term year shall refer to the school year.

**SECTION L**

The term extracurricular shall refer to any scheduled assignment for which supplementary pay is granted.

**SECTION M**

The term Union representative or USEP representative shall refer to a duly authorized agent of the Union.

**SECTION N**

The term cost center shall mean any function group or division or school that receives monies allocated by the Board.

**SECTION O**

The term preplanning shall mean those days designated as teacher planning days scheduled prior to the first day of school for students.

**SECTION P**

The term student day(s) shall mean the day(s) and hours set for students to attend school.

**SECTION Q**

The term planning days shall mean those days designated as teacher planning days and scheduled prior to, during, or after the school year.

**SECTION R**

The term academic quarter shall mean the normal school grading period of approximately forty-five (45) student days.

**SECTION S**

The term Union President or USEP President shall refer to the President of the United School Employees of Pasco or his/her designee.

**END OF ARTICLE II**

## ARTICLE III - UNION RIGHTS

### SECTION A - Implementation

1. The Board shall make available to the Union any and all public information, statistics, and records concerning the school district, which the Union may deem to be relevant to negotiations or necessary for the proper enforcement of this Agreement. The word "public", as used in this section, shall refer to any documents, reports, statistics, studies, and other such information in the form in which they are regularly kept. Materials prepared in multiple form for distribution to the public and/or media shall be provided to the Union at no cost. If additional information is requested by the Union and said material does not exist in multiple form, the Union shall pay for the actual cost of duplication of such material, not to exceed fifteen (15) cents per sheet.
2. Teachers serving on committees, councils, or other advisory groups shall be selected by the Superintendent from a list of recommended representatives elected by a majority vote of the teachers in each school, department, and/or grade level, whichever is applicable. No subject which is properly a matter of negotiations shall be considered by any teacher committee not authorized by this Agreement.
3. The principal of the school shall meet at mutually agreed times during the school year with the representatives of the Union, at the request of the Union, to discuss questions and problems as well as matters relating to the implementation of this Agreement. Such meeting shall not be construed to replace the grievance procedure for any matter normally the subject of a grievance.
4. The Union shall appear on the Board agenda at all Board meetings as a regular agenda item. Further, the Union representative shall be recognized upon request to speak on issues before the Board in the same manner as any other individual. A copy of the agenda and all supporting data will be provided to the Union by the Secretary of the Board. Said materials shall be sent to the Union office at the same time they are sent to the Board members.
5. Duly authorized representatives of the Union may visit schools to investigate employee complaints and/or communicate with teachers. Upon arrival at the school, Union representatives shall make their presence known to the school principal or his/her designee. If the principal does not approve the representatives' visit at that particular time, he/she will explain the reason to the representatives. Such visits shall not be carried out during pupil contact time of the involved teacher(s).
6. Whenever teachers are scheduled by the Board or its agents to participate during working hours in conferences, meetings, or in negotiations respecting the Collective Bargaining Agreement, they shall be granted the necessary time and shall suffer no loss in pay.
7. Each year upon reaching a tentative Agreement in negotiations and prior to ratification, a district meeting shall be conducted by USEP for Union representatives during the school day for the purpose of explanation of the tentative Agreement and contract ratification procedures. Each school shall be allowed to send up to two (2) representatives selected by the USEP president. The representatives attending the district meeting shall be granted one-half (1/2) day leave and shall suffer no loss in pay. The cost of substitutes shall be paid for by the Board.
8. A roster of all teachers assigned to a school or schools shall be provided to the Union representative of said school by September 10, and revised rosters shall be provided when issued. Each teacher in the bargaining unit will receive a directory of all instructional personnel by November 15 of each school year. This directory shall be listed alphabetically for all affected personnel as well as school-by-school. Copies of this directory shall not be distributed to any outside parties for commercial or solicitation purposes, except as required by law.
9. Following ratification and printing, copies of all Agreements and addenda thereto between the parties shall be distributed to the worksites by the Union and the Board. The Union will distribute a copy to each employee covered by this Agreement at each worksite. The Union will make every effort to distribute this Agreement to teachers hired after each year's initial distribution within twenty (20) working days of the date the newly-hired teacher is approved by the Board. The Board and Union will mutually arrange for the printing of the Agreement. The Board shall contribute one-half (1/2) the cost of printing the Agreement. The parties shall agree to the specified number, size, format, and cost of copies.
10. The Board shall grant leave without pay to the Union president and up to three (3) teachers designated by the Union for the purpose of engaging in Union activities. The leaves shall count toward accruing seniority and Pasco continuous service. The teachers on leave may participate in all group fringe benefit plans provided by the Board by making their own and the Board's regular contribution to all benefits requiring such contribution.

The leaves of absence shall be for a period of up to one (1) year at a time except for the president's leave which shall be for the term of office and automatically be renewed each year. At the conclusion of the leaves, the teachers shall be returned to the teaching positions held at the commencement of the leaves if such positions exist.

11. The Board will allow Union representatives time off to attend local, state, or national workshops, conferences, conventions, and other related activities for up to fifteen (15) days per school year. Further, the Board agrees that additional days may be granted if the Union reimburses the district for the full costs of the required substitute(s). However, if said days used by the Union representatives are planning or staff development days, the Union will not be charged for substitute(s) for such days.
12. Professional leave shall be granted for teachers to attend statewide conferences, conventions, and/or related activities held on the statewide conference day in October and to attend Board-approved, USEP-sponsored staff development on district-wide staff development days with prior approval of the principal. Teachers will not be released on district-wide staff development days to attend USEP-sponsored staff development when it conflicts with a required staff development activity scheduled by the principal. Up to twenty-three (23) teachers shall be granted Union leave to attend the Florida Education Association (FEA) Convention or the FEA Leadership Conference. The Board shall pay the cost of the required substitutes for such teachers. Such Union leave shall be in addition to the leave days authorized under paragraph 11 of this section.

#### **SECTION B - Payroll Deduction**

1. Upon authorization by any teacher, the Board agrees to deduct at no cost to the teacher the amount of dues certified by the Union as the amount required of all members and remit the amount so deducted to the Union. The Board will be authorized to make said deduction upon receiving the signed authorization form attached as Appendix A of this Agreement.
  - a) All funds collected by the Board as a result of dues deductions shall be remitted by the Board to the Union within ten (10) days of the deduction.
  - b) Dues deductions shall be continuous from year to year so long as the employee organization remains the certified bargaining agent for the unit.
  - c) Authorizations are revocable by the employees with thirty (30) days notice to both the Board and the Union.
2. The Board shall supply to the Union a list of those teachers from whom said payroll deductions have been made after each pay period.
3. The Union shall indemnify and save the Board harmless from any and all claims, demands, suits, and causes of action of any kind whatsoever arising from Board actions to comply with the provisions of this section.

#### **SECTION C - Use of Facilities**

1. The Union may use school building facilities for meetings upon prior approval of the school principal. Approval will be withheld only for good and sufficient reason, which shall be stated to the person making the request. In each school, for a maximum of five (5) times per year, a meeting called by the Union for that school's teachers may be scheduled during fifteen (15) minutes of the teacher workday provided that such a schedule does not interfere with student contact time. Further, two (2) additional meetings not to exceed two (2) hours each may be held during the school day for the purpose of contract explanation and/or ratification.
2. The Union shall have the right to conduct regularly scheduled Building Representative Council meetings in school building facilities.
3. The Union may use school building facilities for countywide or area meetings, upon prior approval of the school principal. Approval will be withheld only for good and sufficient reason, which shall be stated to the person making the request. The meetings are to be conducted after the teacher's working day is completed.
4. The Union may be charged the customary fee for custodial services made necessary by use described in paragraphs 2 and 3 above.
5. The Union shall have the right to use the school mailboxes and electronic network for the purpose of communicating with teachers. The electronic network shall not be used for internal or external political activities.
6. The Union shall have the right to post notices of activities and matters of Union concern on bulletin boards specifically assigned exclusively for use by the Union. Said bulletin boards shall not be less than 12 square



feet in size, at least one (1) of which shall be provided in each school. Further, said bulletin boards shall be in a readily visible area.

7. The Union shall receive written notice on or before August 1 of any district orientation meeting for incoming teachers. Further, the Union shall be given a place on the agenda of any district orientation program for incoming teachers. Should a school have an orientation meeting for new teachers, the school Union representative upon request shall be given a place on the agenda of one (1) meeting selected by the principal.

The Board will provide the Union with a list of newly hired teachers within seven (7) days of the teachers' appointments by the Board.

### **END OF ARTICLE III**

## **ARTICLE IV - FAIR PRACTICES**

### **SECTION A**

1. The Board hereby agrees that every teacher shall have the right freely to organize, join, and support the Union including, but not limited to, the displaying of union materials, buttons, pins, apparel, etc. Any such items will be consistent with school and/or district attire and rules. The Board and the Union agree that they will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by this Agreement.
2. Further, the Board and the Union, including their agents, mutually agree not to discriminate against any teacher in regard to any of the rights, guarantees, or privileges afforded teachers under the terms of this Agreement.

### **SECTION B**

Nothing contained herein shall be construed to deny or restrict rights to any teacher he/she may have under the Florida School Laws or other applicable laws and regulations.

### **END OF ARTICLE IV**

## **ARTICLE V - SENIORITY**

### **SECTION A**

1. Seniority shall be the length of continuous service of a teacher in the school system. Continuous service shall be determined in reference to unbroken service in the district with each year in which a teacher has been under contract for at least one (1) day more than one-half (1/2) the normal contract length for the position counted as one (1) year of service with the following exception: If a teacher takes ten (10) or more successive days of unpaid leave, these days shall be deducted from the contract length, and if this deduction reduces the contract length to less than one (1) day more than one-half (1/2) the normal contract length for the position, the year shall not be counted.
2. If it becomes necessary to establish precedence among teachers with the same seniority, the beginning date of employment shall be used. Leave duly authorized and granted in accordance with provisions of this Agreement shall not constitute a break in service.

### **SECTION B**

The Board shall provide to the Union an alphabetical list of the names of all teachers employed in the district. Said list shall also contain total number of years of continuous service in the district as determined by the District School Board of Pasco County. This list shall be made available by October 1 of each school year. Further, the Board agrees to provide the Union monthly with a list of all teachers employed after the original list was submitted to the Union. Teacher seniority lists will be posted in each school when notification is given that an involuntary transfer from that school is planned. The cost of this service to the Union shall be \$60 per year.

### **END OF ARTICLE V**

## **ARTICLE VI - GRIEVANCE PROCEDURE**

### **SECTION A - Definitions**

1. A grievance is a complaint by a teacher or by a group of teachers that there has been a violation, misinterpretation, or misapplication of this Agreement and shall be subject to settlement under all provisions of this article.
2. When a complaint arises alleging that:
  - a) a policy or practice is improper or unfair; or
  - b) there has been a deviation from a misinterpretation or misapplication of a practice or policy; or

- c) there has been unfair or inequitable treatment by reason of an act or condition contrary to existing policy or practice.

Such complaint shall be subject to settlement under all provisions of this article excluding Step Five.

#### **SECTION B - General Application**

1. With regard to items of the Agreement covering Union rights, the Union shall have the right to present, process, or appeal a grievance at any level in its own behalf.
2. The Union has the right to represent the teacher at any level of the procedure. The teacher shall have the right to be represented by legal counsel or any person(s) he/she deems necessary at any step of this procedure.
3. A grievance shall be first filed at the level where the alleged action(s) occurred that led to the filing of the complaint and processed in accordance with all subsequent steps thereafter as outlined in this article.
4. No decision or adjustment of a grievance shall be contrary to any provision of this Agreement existing between the parties hereto.
5. The Union shall have the right to be present at all meetings after Step One regarding a grievance regardless of the party filing the grievance.
6. Failure to communicate the decision of a grievance at any step of this procedure within the specified time limit shall permit the Union to submit an appeal at the next step of this procedure. However, time limits, as specified, may be extended at any time by mutual agreement in writing.
7. In the event that a grievance is filed at such time that it cannot be processed through all of the steps in the grievance procedure by the end of the school year, the time limits set forth herein shall be reduced to the extent possible so that Steps One to Three of the procedure may be completed prior to the end of the school year.
8. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation. No entry of any kind concerning a teacher's participation in a grievance shall be entered into his/her personnel file.
9. All parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.
10. Whenever meetings for resolving grievances are scheduled during the school day, the Union representative and/or grievant will be allotted released time without loss of pay, and a substitute shall be provided by the Board.
11. No member of the bargaining unit shall be represented by another employee organization.

#### **SECTION C - Procedure**

**Step One:** Any teacher who feels that he/she may have a grievance may first discuss the grievance with the principal, either directly or accompanied by the Union representative, with the object of solving the matter informally.

**Step Two:** In the event that the matter is not resolved informally, the formal grievance stated in writing may be submitted to the immediate supervisor at the level of filing, the Union, and the Superintendent, with one copy for the grievant. A formal grievance shall be filed as soon as possible after the action giving rise to the grievance but no later than twenty (20) days after the grievant knew or could reasonably have been expected to know of the occurrence giving rise to the grievance.

- a) Within five (5) days after the receipt of the formal grievance, the principal shall hold a formal hearing on the grievance.
- b) The grievant and the Union representative shall be given at least one (1) day's written notice of the hearing.
- c) Within five (5) days after the hearing, the principal shall communicate his/her decision in writing together with supporting reasons.
- d) The principal shall furnish one (1) copy to each grievant, one (1) copy to the Union representative and one (1) copy to the Union president.

**Step Three:** If the grievance is not resolved satisfactorily, the grievant and/or Union may appeal within five (5) days to the Superintendent of Schools. The appeal shall be in writing and shall include a copy of the original appeal and the decision arrived at in Step Two.

- a) Within ten (10) days after the receipt of the appeal, the Superintendent shall hold a hearing on the grievance.

- b) The grievant, the Union representative, and the principal shall be given at least two (2) days written notice of the hearing. Said notice shall contain the time and place of such hearing.
- c) The grievant shall be present at the hearing unless there is mutual agreement that no facts are in dispute and that the sole question before the Superintendent is one of interpretation of a provision of the Agreement between the parties thereof or of what is established policy or practice.
- d) Within five (5) days after the hearing on the appeal, the Superintendent shall communicate his/her decision in writing together with supporting reasons. The Superintendent shall furnish one (1) copy to each grievant, one (1) copy to the Union representative and one (1) copy to the Union president.

**Step Four:** If the grievance is not resolved satisfactorily, the Union may appeal the grievance within five (5) days to the Board. The appeal shall be in writing and shall include a copy of the original appeal and the decision at Steps Two and Three. The Union may waive this step for any grievance filed. If this step is waived, the grievance may be appealed directly to Step Five upon mutual agreement of the Board and the Union if no satisfactory resolution has been reached at Step Three.

- a) Within fifteen (15) days after receipt of the appeal, the Board shall hold a hearing.
- b) The grievant, the Union representative or representatives, the principal, the Superintendent, and the president of the Union shall be given written notice at least two (2) days prior to the hearing.
- c) Within fifteen (15) days after the hearing on the appeal, the Board shall communicate its decision in writing together with its supporting reasons. The Board shall furnish one (1) copy to each grievant, one (1) copy to the Union representative and one (1) copy to the Union president.

**Step Five:** If a grievance involving the application or interpretation of this Agreement is not resolved satisfactorily at Step Four, the grievant, through the Union, may appeal within five (5) days directly to the American Arbitration Association for binding arbitration.

- a) The arbitrator shall be selected through procedures and governed by the rules established by the American Arbitration Association.
- b) The decision and award of the arbitrator shall be in writing and shall set forth opinions and conclusions on the issues submitted to him/her at the time of the hearing.
- c) The decision of the arbitrator shall be final and binding.
- d) The cost of filing for arbitration through the American Arbitration Association, the fee and expenses of the arbitrator and any court reporter shall be borne by the losing party. Any other costs connected with arbitration shall be borne by the party incurring the costs.
- e) Nothing in the foregoing shall be construed to empower the arbitrator to make any decisions amending, changing, subtracting from, or adding to the provisions of this Agreement.

**END OF ARTICLE VI**

## **ARTICLE VII - WORKING CONDITIONS**

### **SECTION A – Contracts**

1. Annual Contract
  - a) A teacher is an annual contract teacher until such time as he/she obtains continuing contract or professional service contract in the school district. Teachers employed on an annual contract basis are considered to be on a probationary status.
2. Temporary Contract
  - a) A teacher is a temporary contracted employee if he/she is employed after the beginning of the school year.
  - b) It is expressly understood and agreed that neither the temporary contract teacher nor the School Board owes any further contractual obligation to each other after the termination date specified in the individual teacher's contract.
3. Professional Service Contract and Continuing Contract
  - a) A teacher will be eligible to receive a professional service contract (PSC) as provided by Florida Statute 1012.33(3)(a).
  - b) If a teacher has previously held a PSC in the district or from another district within the state, the teacher may be granted a PSC upon recommendation for his/her second year of employment in the district.
  - c) A continuing contract (CC) is not subject to being issued after July 1, 1984. If a teacher has previously held a continuing contract within the state and is employed or reemployed, the teacher may be granted a PSC upon recommendation for his/her second year of employment in the district.
4. Positions which the district is obligated to provide to outside agencies or for nonrecurring special grants will be considered non-continuous employment positions.

Any teacher new to the district or returning, after a break in service employed in a non-continuous position, will be informed that the district owes no further obligation to him/her should his/her position be eliminated. Such a teacher will be given written notice of his/her non-continuous employment status and be required to sign confirmation of notification each year. The Board will provide to the Union a copy of the confirmation of notification signed by teachers filling non-continuous positions.

A teacher transferring from a regular teaching position to a non-continuous position will be placed in a position for which he/she is qualified in the judgment of the Superintendent should his/her non-continuous position be eliminated.

### **SECTION B - Resignations**

1. Any teacher who resigns from his/her position during the term of his/her individual contract shall be released from employment by the Board without prejudice provided that said teacher has given notice of such intent at least thirty (30) calendar days prior to the termination date. However, as provided by 1012.33(3)(a)4, Florida Statutes, any teacher in the 97-day probationary period of his/her initial annual contract may resign upon immediate notice. Such resignation will not be a breach of contract.

### **SECTION C - Dismissal**

1. Any teacher who is suspended, discharged, returned to annual contract status, or retained on a fourth-year annual contract shall be notified in writing of the reason for such action. However, as provided by 1012.33(3)(a)4, Florida Statutes, any teacher in the 97-day probationary period of his/her initial annual contract may be terminated without cause.
2. Any teacher who is to be returned to annual contract or retained on fourth-year annual contract or nonreappointed on annual contract shall be notified in writing by April 1 of his/her contractual status for the next school year.
3. For the purposes of dismissal, return to or continuation of annual contract status, and suspension, the procedures in Florida Statutes shall prevail.
4. All recommendations regarding individual contract status or for continued employment shall be based primarily upon information contained in the teacher's official file except in the following cases:
  - a) positions affected by a reduction in personnel, or

- b) positions filled by teachers in their 97-day probationary period of their initial annual contract as provided by 1012.33(3)(a)4, Florida Statutes.
- 5. Any teacher required to attend a meeting called by the administration for the purpose of a reprimand which will become part of the teacher's record or for action leading to suspension or for an investigatory interview shall have the right of Union representation at such a meeting. If during a meeting as described above, the teacher believes that the discussion could lead to disciplinary action, the teacher may ask that the meeting be delayed or rescheduled until Union representation can be provided. This section shall not be interpreted to apply to conferences relating to observation or evaluation of instruction.
- 6. The district supports the concept of "progressive discipline" and encourages its application when appropriate.
- 7. A teacher will be advised immediately if the Board has initiated or is cooperating with the Education Practices Commission in an investigation of said teacher.

#### **SECTION D - Promotional Vacancies**

- 1. Whenever a promotional vacancy shall occur in a professional position in the school district for which certification is required, the Board shall publicize the same by giving written notice to the Union and by providing for appropriate posting in all schools.
- 2. A teacher who desires to apply for any such vacancy shall file his/her application in writing with the District Office.
- 3. When in judgment of the Board qualifications and ability are relatively equal, preference in filling vacancies within the bargaining unit shall be given to the employee with the greatest length of service in the school district.
- 4. The Board agrees to give full consideration to the professional background and attainments of applicants for administrative openings.

#### **SECTION E - Transfers and Reassignments**

- 1. A notice of all known teaching vacancies, including newly created positions, shall be sent to the Union and posted in each school and in the District Office. The Board shall have posted in each school and the Human Resources Director's office a list of those known vacancies recorded in the District Office for the coming year by April 15.
- 2. Teachers who desire a change in grade or subject assignment or who desire to transfer to another building or position shall file a written statement of such desire on the appropriate form. One (1) copy of the form shall be filed with the District Office and one (1) copy may be filed with the Union if the teacher so desires. Such request shall be reviewed by the principals at least once each year and will remain valid for a period of twelve (12) months following date of application.
- 3. Teachers who desire to transfer to a specific position(s) in another school(s) shall make their interest known to the principal within the advertised period.
- 4. No assignment of teachers to a specific position in the school district shall be made until all pending requests for reassignment or transfer to that position have been given due consideration. District seniority shall be given due consideration in assignments for voluntary transfers.
- 5. Teachers who have requested transfers or reassignments shall be notified in writing of the administration's action on said transfer or reassignment as soon as possible.

#### **SECTION F - Involuntary Transfers**

- 1. Staff Reduction
  - a) Involuntary transfers may occur due to staff reduction in a department and/or grade level within a school or the closing of an existing facility. The Board shall notify the Union within ten (10) days after the determination that involuntary transfers must occur. Teachers shall not be subject to involuntary transfer to an alternative school for disruptive students.
  - b) In case of staff reduction in a school, volunteers will be transferred first to positions for which they are qualified in the judgment of the Superintendent and are willing to accept. Involuntary transfers will then be assigned to positions for which they are qualified in the judgment of the Superintendent. Teachers who are being involuntarily transferred by the District for reasons of staff reduction in a school shall be placed on a list, which will be provided to the union, and have priority on assignment to open positions over all voluntary transfers and outside applicants.

- c) Involuntary transfers as described in paragraph "a" shall be based on seniority in Pasco County. The teacher with the least amount of seniority among those assigned to the school in which the reduction occurs, within the area of assignment affected, shall be first transferred. In grades Pre-K (K)-5 "area of assignment" shall mean: Pre-K and K, or elementary grades 1-5. The District and Union agree to meet at the beginning of each school year to review, if necessary, the areas of assignment used when the involuntary transfer process is initiated.
  - d) Teachers transferred under this provision shall not be again subject to involuntary transfer during the same school year in which the transfer occurs.
  - e) Should a position become available at the same school from which a teacher was involuntarily transferred due to a staff reduction, the teacher shall have the opportunity to return to such school, subject to all of the following conditions:
    - 1) The same or similar position needs to be filled no later than the end of the school year following the school year of the transfer.
    - 2) The position is in the same area of assignment from which the teacher was transferred.
    - 3) The teacher is certified for the position.
    - 4) The teacher is qualified for the position in the judgment of the Superintendent.
    - 5) In cases in which more than one teacher has been involuntarily transferred from the same area of assignment, at the same school, and meet the above conditions, the teacher with the most seniority shall first be given the option to return.
  - f) Should it become necessary to reduce the number of staff members at an alternative school for disruptive students the school principal after receiving the recommendations relative to the program needs from the staff, will determine the teacher(s) to be transferred. Teachers selected for involuntary transfers shall be given notice of the involuntary transfers and the reason therefore in writing.
  - g) The procedures described in paragraphs "a" through "e" are not intended to apply to individual involuntary transfers related to performance or other problems.
2. Teacher Replacing a Teacher on Extended Leave
- A regular employed teacher on annual contract, professional service contract, or continuing contract who transfers to an open position replacing a teacher on extended leave shall be subject to an involuntary transfer should the person on leave return to his/her position. Upon accepting such position, the teacher will be notified in writing that he/she may be subject to such transfer. This does not apply to a person newly hired to the District to replace a person on leave as governed by Article VIII, Section A-6 a).
3. Performance Problems
- Before recommending an involuntary transfer based upon any performance problems, the Superintendent or his designee shall give notice of the performance problem(s) and time to address and respond to the concerns, and unless extenuating circumstances exist, the instructional bargaining unit member will be offered assistance and time to address and resolve the concerns. In addition, the following procedures shall apply:
- a) Instructional bargaining unit members affected by recommendations for such an involuntary transfer which have been proposed for the upcoming year will be notified on or before May 1, unless extenuating circumstances exist.
  - b) A conference will be held, if requested by the instructional bargaining unit members, between the instructional bargaining unit member and the Superintendent and/or his/her designee to discuss the reasons for recommending a transfer, and to allow the instructional bargaining unit members the opportunity to present his/her side of the matter and his/her position regarding being transferred. Any instructional bargaining unit member attending a conference will have the right of Union representation upon the instructional bargaining unit member's request. A written report of the conference with an instructional bargaining unit member concerning a recommended transfer will be given to the instructional bargaining unit member within ten (10) working days of the conference.
  - c) The instructional bargaining unit members will receive written notice of the recommendation of the Superintendent of a transfer and will have the opportunity to appear at the School Board meeting at which the transfer will be presented for approval. Instructional bargaining unit members affected by involuntary transfer shall be notified in writing on or before July 1 as to their assignment for the upcoming year except in an emergency.

- d) The recommendation of the Superintendent and notice of transfer will be placed in the instructional bargaining unit member's official file, along with any conference report as described above concerning an instructional bargaining unit member to be used for official purposes in regard to a transfer, which report will be placed in the instructional bargaining unit member's official file according to provisions of Article VII, Section Q of the Instructional Master Contract.
  - e) None of the above shall apply to, restrict, or interfere with (1) investigation of a complaint to an outside agency such as HRS or in the criminal justice system, or (2) the Superintendent's discretion and authority, as provided under Section 1012.27, Florida Statutes, and Florida Administrative Code Rule 6B 4.4005 to transfer any employee during an emergency and report the transfer to the School Board at the next regular meeting, or (3) involuntary transfers as provided for in Article VII, Section F, subsections 1, 2 and 5 of the Instructional Master Contract, and (4) none of the above shall restrict or interfere with the Superintendent's authority as provided under Section 1012.27, Florida Statutes, and Florida Administrative Code Rule 6B-4.005 to recommend transfer of instructional bargaining unit members or the School Board's authority as provided in Section 1012.27, Florida Statutes, to act on the Superintendent's recommendations.
  - f) At an alternative school for disruptive students, teachers whose performance is judged to be unsatisfactory by the school principal shall be subject to involuntary transfer twenty five (25) days after the principal has provided the teacher with an opportunity to improve his/her performance and the performance continues to be below expectations. Any such transfer shall be according to the criteria in State Board Rules, 6B-4.005 and the Instructional Master Contract, Article VII, Section F(5). The reason for such transfer shall be discussed with the teacher and, upon the teacher's request, with a Union representative prior to the transfer. At an alternative school for disruptive students the salary of a teacher who is involuntarily transferred to another school shall not be reduced for the remainder of the school year.
  - g) Individuals involuntarily transferred for performance or other problems shall also have priority on assignments to open positions over all voluntary transfers.
4. Teachers affected by involuntary transfers shall be notified in writing on or before July 1 as to their assignments for the oncoming year except in an emergency.
  5. Physical Education and/or Driver Education Teachers  
Any teacher initially employed as a physical education or driver's education teacher with a coaching responsibility and who subsequently resigns from the coaching responsibility may be transferred to another school to continue the basic teaching contract. All teachers employed after July 1, 1997, in this category will be notified in writing at the time of employment.

#### **SECTION G - Reduction in Force**

1. Should it become necessary to reduce the number of teachers in the District, the Board shall notify the union that such a reduction in force is required. Annual contract teachers shall be reduced first as determined by the Superintendent unless special certification for a specific assignment is needed.
2. If continuing contract or professional service contract teachers are to be affected by a reduction in force, certification and seniority within the district shall be the controlling factors. Seniority for purpose of reduction in force as it affects continuing contract or professional service contract teachers shall be based on seniority going from the least senior to the most senior.
3. The Board shall maintain a list of teachers affected by a reduction in force for a two (2) year period and will exhaust this list within the limits of certification before hiring new teachers for a two (2) year period. The Board will provide the Union with a copy of this list and regular updates. It shall be the duty of a teacher to ensure that the Board has current information regarding place of residence and telephone number. The Board shall rehire from the PSC and CC list based upon certification and seniority. Seniority being from the longest years of continuous service in the district to that of the least years of continuous service in the district.
4. Teachers shall be notified via telephone when a position has become available for which the teacher is qualified in the judgment of the Superintendent. The District shall attempt to contact the teacher at least three (3) times per day over a three (3) day period. A busy signal shall not count as an attempt to reach the teacher. In the event a teacher cannot be reached after these attempts, he/she shall be placed at the bottom of the list and notified of this action by certified mail. In the event a teacher cannot be reached after following this procedure a second time, the Board shall be released from any future rehire obligations.

5. Once a teacher is offered a position, he/she shall have forty-eight (48) hours to accept the position. Should a teacher fail to respond within this timeframe or decline the position offered, the Board shall be released from any further rehire obligations.
6. Upon return to employment, the teacher shall be placed on the salary schedule and appropriate contract as if he/she were on an unpaid leave of absence.
7. Any teacher whose position is lost as a result of a reduction in force may apply for unemployment compensation benefits. The district shall not contest a teacher's application for such benefits. However, once a teacher has been offered a teaching position with the district, the district will notify the appropriate agency that the teacher has been offered employment.

#### **SECTION H - Evaluation**

1. During the first two (2) weeks of school, all teachers shall receive a copy of the assessment instrument. This shall include an explanation and discussion of the assessment process. In the event a teacher is employed after the two (2) week period, said instrument and explanations shall be given upon employment.
2. The administrator making a formal observation shall meet with the teacher within ten (10) school days following the classroom visitation to discuss the teacher's strengths and weaknesses.
3. All teachers will be evaluated at least once during the school year. Should the administrator responsible for providing the assessment not meet the date designated by the Human Resources Department for the completion of the assessment, the administrator will inform the teacher of the reason for the delay.
4. After each assessment of a teacher, the teacher shall sign and be given a copy of the assessment instrument. The signature of the teacher shall not necessarily indicate agreement with the assessment but only acknowledges that he/she has read the report.
5. A teacher shall be given the opportunity to include his/her comments in writing concerning the assessment report. These comments shall be placed in the teacher's personnel file.
6. In the event a teacher is not performing satisfactorily and prior to issuing a NEAT letter, the administrator will advise the teacher of the specific deficiencies in his/her performance and shall give the teacher sufficient time and assistance to undertake an effort to overcome these deficiencies. Upon issuance of an unsatisfactory evaluation, the administration shall comply with the following NEAT process:
  - a) Notify the teacher that deficiencies exist.
  - b) Provide a full and complete explanation of deficiencies and suggested corrections.
  - c) Provide administrative and supervisory assistance.
  - d) Provide reasonable time for correction for deficiencies.
  - e) Provide the teacher placement in the Teacher Assistance Program.
7. The Teacher Assistance Team will consist of a teacher mutually selected by the President of USEP and the Director or Supervisor of Employee Relations, a representative of USEP, the principal, a representative of the Employee Relations Department, and other persons and/or resources needed to assist the teacher in need of professional performance improvement. Teachers providing assistance through this program should have a mentoring background, appropriate content area expertise, participated in related training, and be willing to participate in any additional training required for serving on a team. Service and/or participation on a Teacher Assistance Team is entirely voluntary and teachers providing assistance through the Teacher Assistance Team will receive a supplement up to the amount specified in Addendum B. A representative of USEP and a representative of the Employee Relations Department shall determine the exact amount and timing of the supplement to be paid based on the length and complexity of the assignment.
8. Should a teacher receive an unsatisfactory evaluation, the teacher shall be given the option of another evaluation by the administrator to determine if improvements have been made.
9. Evaluation of lesson plans will be done by administrators only; however, this does not preclude analysis of lesson plans for nonevaluative purposes by other staff members.
10. As provided by law, all confidentiality of assessment documents relating to the formal evaluation of teacher performance and placed in the teacher's official personnel file, shall be granted by the administration.
11. A teacher shall not be assigned a position for which he/she is not certified except in cases of emergency. If the Board requires a teacher to accept such an assignment, the fact that the teacher is not certified in the subject area will be noted on any evaluation document and taken into consideration in the assessment of the teacher.



12. All teachers will be observed officially at least once during the school year. All official observations conducted by district employees shall be made only by school or district-level administrators.

#### **SECTION I – Staff Development Training**

1. Each school principal will select a representative to coordinate staff development activities at that school. Said coordinators shall be selected from a list of no more than five (5) faculty members who have expressed an interest in coordinating staff development activities and elected by a majority vote of the teachers as nominees for staff development coordinator from their respective schools except that this number may be reduced in schools of fewer than ten (10) teachers. This person will be made known to the faculty during preplanning.
2. The President of United School Employees of Pasco may elect to serve as co-chairperson of the Professional Staff Development Subcommittee of the District HRTD Committee.
3. When appropriate, teachers may serve as instructors for staff development components. The total compensation paid to teachers serving as instructors shall be established after consideration of the duration, complexity and expectations for planning and delivering school, regional or district-wide staff development. Such compensation guidelines will be established by the Professional Development Staff Subcommittee of the District HRTD Committee and presented to the Superintendent and USEP President for approval. Upon approval, such guidelines will be submitted for ratification. Until such guidelines are established and ratified, instructors shall receive one and one-half (1 1/2) times their regular hourly rate of pay for each meeting hour taught. Teachers shall be paid for necessary mileage in performing his/her duties as instructor under this section. Such mileage payment shall be in accordance with Article X, Section A-4, of this Agreement.
4. Attendance at staff development training components shall be voluntary except when assigned by the Teacher Assistance Team and for those components required to implement additional programs or goals established by the Board, the Legislature, or federal grants. Effective with the 2007-2008 school year, alternative school teachers may be required to attend up to two (2) days of staff development outside their work calendar payable at their regular rate of pay. In such instances, alternative school teachers will receive a minimum of thirty (30) calendar days notice if the staff development occurs after the start of the school year. If the staff development occurs prior to the start of the school year, alternative school teachers will receive notice at least thirty (30) workdays prior to the end of the previous school year. Teachers hired new to an alternative school will be notified at the time of hire of any required staff development to occur prior to the start of that school year. Required staff development shall be reasonable in nature, duration, and scope including any follow-up activities to protect as much time as possible within the teacher workday for adequate lesson preparation and other tasks necessary to effectively fulfill their teaching responsibilities. Further, such required staff development shall be relevant and in accordance with Florida's Professional Development Protocol Standards. The Board shall strive to strike a balance among district, school, and individual teacher staff development interests and needs.

Nonattendance at voluntary staff development training components shall not be used as a criterion for assessment, transfer, promotion, dismissal, nonrenewal, suspension, or discharge. Further, no teacher shall be required to attend staff development components after the regular school day.

5. Florida Statute 1003.56 and State Board Rules 6A-1.0503, 6A-4.0244 and 6A-6.0907 require teachers who are assigned limited English proficient students to be properly trained and/or acquire the certification endorsement: English for Speakers of Other Languages (ESOL).

The District School Board of Pasco County shall provide the necessary training to any teacher who is assigned a limited English proficient student so that the teacher complies with the requirements in Florida Statute and State Board Rules.

6. The Board recognizes that communication, education, and training are critical factors which directly impact the successful implementation of instructional program change and student performance. Prior to implementation, a conscientious effort will be made to provide an explanation of the change to those teachers who are affected. Teachers expected to implement such programs may be provided the opportunity to receive staff development training. Economics permitting, such training may be scheduled during work hours.
7. Teachers within a specific field shall have first opportunity to attend staff development training program components related to their field. All staff development training components offered within any given calendar month shall be posted in each school by the fifteenth (15th) of the preceding month.
8. Master staff development points may be used for the purpose of recertification, and each group of twenty (20) points shall be equivalent to one (1) semester hour for this purpose.

9. To receive compensation for the staff development activity, the teacher must be enrolled for the duration of the time the staff development activity is offered unless the participant is forced to withdraw due to illness which is verified by a licensed physician, or other verifiable emergency. To receive staff development points the teacher must successfully complete all requirements, including any follow up activities and/or projects, as reported by the activity leader. Such requirements, including any make-up policies, will be given in writing and announced at the first training class/session.

#### **SECTION J - Academic Freedom**

Academic freedom shall be guaranteed to all teachers, and no arbitrary limitations shall be placed upon study, investigation, presentation, and interpretation of facts and ideas except as may be limited by requirements of applicable laws, regulations which have the effect of law, curriculum content requirements, and the age and educational development level of the child.

#### **SECTION K - Political Activity**

1. All teachers shall have the freedom of political action when not engaged in their teaching assignments or other assigned responsibilities during the school day provided such action is within the laws of the United States of America and the State of Florida and their teaching positions are not used for their political advantage.
2. The right of all teachers to work and to vote for the party and candidate of their choice shall never be questioned, abridged, or denied by either the Board or the Union.
3. All teachers shall be entirely free from political domination, coercion, or the pretended necessity of making political contributions of money or other things of value or engaging in any political work or activity against their wishes under the assumption that failure to do so will in any way affect their status as employees of the school system or as members of the Union.

#### **SECTION L - School Day**

1. The normal workday for teachers shall be seven and one-half (7 1/2) hours each day including lunch. However, the normal workday for teachers at an alternative school for disruptive students shall be eight (8) hours each day including lunch.
2. Each teacher shall be ensured of a duty-free lunch period except when students are being supervised on a field trip. The lunch period shall be equal in length to the time scheduled for the student lunch period at that school. Except on days when periods are shortened for assemblies or early dismissal, the teacher lunch period shall be at least thirty (30) minutes in length.
3. No teacher shall be required to teach more than four (4) consecutive hours without a relief period.
4. Notification of staff development, faculty and/or district wide meetings which teachers are required to attend shall be given to all involved teachers at least twenty-four (24) hours prior to the meeting except in case of emergency.
5. Except in emergencies or when mutually agreed by teachers, faculty meetings will not extend beyond normal duty hours.

#### **SECTION M - Teacher Work Year**

1. The teacher work year shall be one hundred ninety-six (196) days. Six (6) of these days shall be paid holidays, making the teachers' work calendar 196 days including paid holidays.
2. At the Board's discretion, contracts beyond 196 days may be issued and, in such cases, the additional days are paid at the daily rate established by the teacher's placement on salary schedule #55 and #55A. This provision does not apply to Summer School, rates for which are fixed by Addendum A of this Agreement.
3. Juvenile Justice Programs - Florida Statute 1003.01(11)(a), requires the district to provide 240 days of instruction for students in the district's Juvenile Justice Programs. In order to provide these additional services to students in such programs, additional days must be provided for teachers beyond their regular contracts. Therefore, teachers assigned to such programs will have the following additional rights:
  - a) The right of first refusal of any and all additional days at the center to which the teacher is assigned. Any teacher choosing not to accept additional days shall not be penalized.
  - b) The right to earn up to two (2) additional sick leave days per year at the rate of one (1) day for each twenty (20) additional days worked, if such additional days are consecutive with the teacher's regular contract.
  - c) The right to utilize accumulated sick leave during additional days.

#### **SECTION N - Non-Teaching Duties**

1. When available, paraprofessionals shall be assigned to assist instructional staff.
2. Non-teaching tasks and assignments shall be kept to a minimum.
  - a) Non-teaching duties shall be assigned fairly and shall be approximately the same with respect to the nature, duration and length of the duties.
  - b) Teachers shall be informed of the proposed non-teaching duties within the school.
  - c) Teachers shall be given an opportunity to request specific duty assignments.
  - d) Exempting extenuating circumstances, the master duty schedule shall be distributed to all teachers by the last teacher workday in the preplanning week.

#### **SECTION O - Facilities**

1. Where facilities permit, the Board shall provide, at no cost to the teacher, paved, off-street parking facilities for all teachers. Parking facilities for teachers shall be planned in conjunction with new school construction.
2. The Board will make available in each school at least one (1) room of appropriate size, adequately furnished and vented, which shall be reserved as an employee lounge.
3. At least one (1) telephone shall be made available in each school for teacher use. The location of this telephone and those designated for teacher use in new schools shall provide as much privacy as possible. The Board shall not be required to install new telephones or move existing ones in order to comply with this language.
4. The Board shall make adequate restrooms available exclusively for employee use.
5. The Board agrees to provide reserved dining areas in each school for the use of teachers. Teachers shall be permitted to take food from the school cafeteria during lunchtime to areas designated by the principal.
6. Teachers shall have operable typing and duplicating facilities to aid them in the preparation of instructional materials. When possible, said equipment shall be located in a central workroom and/or workspace.
7. The Board shall make available at each school site conference area(s) which shall be used primarily for teacher conferences and educational evaluations.
8. The Board shall provide for teachers a lockable space in a desk or cabinet.
9. Teachers shall not be required to work in a school when there are no operable restroom facilities.

#### **SECTION P - Materials**

1. It is recognized that it is the responsibility of the Board to provide adequate teaching materials, supplies, textbooks, and operable audiovisual equipment and facilities. However, the Board will provide for teacher input into the purchase of any new textbook through either surveys, meetings, or committees.
2. No teacher shall be required to provide materials listed in paragraph 1 above.
3. The Board shall provide when available from the publisher a copy of the teacher's edition for his/her individual use of all texts used in each course he/she is teaching.

#### **SECTION Q - Teacher Files**

1. No material related to a teacher's conduct, service, character, or personality shall be placed in the files unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she had read the material to be filed and does not necessarily indicate agreement with the content.
2. The teacher shall have the right to provide a written answer to any material in the teacher's file, and said answer shall be attached to the file copy and placed in the official file. Official files shall be maintained only at the District Office.
3. Communications of a nonprofessional nature (i.e. letters from parents) shall not be placed in a teacher's file nor shall any anonymous information be placed in said file.
4. A teacher may request placement in his/her file of any such material pertinent to his/her professional career, performance, or qualifications. If the material that the teacher wishes to place in his/her file is not prohibited by this Agreement, the material shall be placed in his/her official file.

5. Official grievances filed by any teacher under the grievance procedure outlined in this Agreement shall not be placed in the personnel file of any teacher nor shall they be used in any recommendation for job placement.
6. The teacher shall have the right to see and to receive copies of any material in his/her personnel file upon identifying himself/herself in person or upon written request. Cost of duplication, not to exceed fifteen (15) cents per sheet, shall be paid by the teacher. Review of the file shall be in the presence of the Custodian of Records, or the appropriate designee.
7. Upon written authorization by the teacher, the Union shall have the right to see the teacher's personnel file.
8. All documents maintained concerning a teacher to be used for official purposes shall be kept in the teacher's official file.
9. Evaluations or changes in evaluations shall not be inserted into a teacher's file for any prior school year after September 1 following that school year.

#### **SECTION R - Classroom Interruptions**

There shall be no unnecessary classroom interruptions including but not limited to those caused by the intercommunications system.

#### **SECTION S - Teaching Assignments and Duties**

1. As soon as possible but no later than thirty (30) calendar days before the first day of classes, a teacher shall be informed in writing of any change in his/her assignment for the next school year. If no notification is given, the teacher shall be given the same grade level or subject area as was assigned during the previous year except where the principal is unable to fill a vacancy or where a resignation or other emergency necessitates a change of teacher assignment, in which case the teacher shall be notified of any resulting change in assignment as soon as possible. However, teachers in an alternative school for disruptive students may be subject to changes in assignment of students during the school year. At the end of their first year, teachers who volunteered to teach at an alternative school shall have the right to return to their previous instructional position.
2.
  - a) Medications and Routine Non-Invasive Medical Procedures  
 Teachers (other than the school nurse or those authorized by the principal) shall not administer medication or perform routine non-invasive medical procedures as part of their daily work responsibilities while located at the school site. Should a teacher take a student away from the school site, the teacher, upon mutual agreement with the principal will administer the approved medication or perform routine non-invasive medical procedures if the principal judges it to be safe for the student. Teachers (other than school nurses) who volunteer to give medication or perform routine non-invasive medical procedures must be trained by a registered nurse, a licensed practical nurse, a licensed physician or a certified physician assistant. Those teachers who administer medication must sign the "Medication Administration at School Training Manual for School Personnel". Such training shall be provided by the Board. A routine non-invasive medical procedure is defined as that procedure which a health assistant would perform if the student were at the school site.
  - b) Invasive Medical Procedures  
 Teachers (other than school nurses) shall not perform invasive medical services that require special medical knowledge, nursing judgment, and nursing assessment. The procedures include, but are not limited to:
    - 1) sterile catheterization,
    - 2) nasogastric tube feeding, and
    - 3) cleaning and maintaining a tracheostomy and deep suctioning of a tracheostomy.
  - c) Invasive Medical Health-Related Services  
 Teachers (other than school nurses) shall not be required to perform invasive health related services. However, should a teacher volunteer to perform such services, the district must provide the teacher with child-specific training by a registered nurse, a licensed practical nurse, a licensed physician or a certified physician assistant. All procedures shall be monitored periodically by the school nurse. Those procedures include, but are not limited to:
    - 1) cleaning intermittent catheterization,
    - 2) gastrostomy tube feeding,
    - 3) monitoring blood glucose, and

4) administering emergency injectable medication.

For all invasive medical services not listed in (b) or (c) above, a registered nurse, a licensed practical nurse, a licensed physician, or a certified physician assistant shall determine if the service could be safely administered by a teacher and approval must be granted by the appropriate district supervisor.

3. Exceptional Student Education (ESE)
  - a) When an ESE/basic education-team model is planned, the principal will, if possible, give the staff an opportunity for input. Such input may include a teacher's desire to participate.
  - b) The regular classroom teacher shall be notified as soon as possible of the placement of an ESE staffed student in his/her classroom, unless it is determined by the school staffing committee that such notification would not enhance the student's education.
  - c) Should an Exceptional Student be placed in a classroom other than one designated as an exceptional child classroom, materials, technology, equipment and/or other teaching aids purchased with ESE funds for such student, shall be shared and/or utilized (if practical and readily accessible) for the instruction of that student in the classroom. Such sharing and utilization should be mutually coordinated between the teachers and acceptable to the principal.
4. Upon mutual agreement between the principal and teacher, compensatory time shall be granted to those teachers who serve on a committee or team which has obtained the approval of the principal to meet beyond the teacher workday. Terms and conditions relating to the implementation of such compensatory time shall be mutually agreed upon by the principal and teacher prior to the committee or team meeting after hours.
5. Any assignment(s) beyond the teacher workday, including but not limited to evening school and extracurricular assignments, shall not be obligatory. Any teacher choosing not to accept such assignments shall not be penalized or discriminated against in any way. However, teachers at an alternative school for disruptive students may be required to attend emergency staff meetings, parent conferences, and scheduled open houses beyond the teacher workday.
6. Department heads, grade chairpersons, team coordinators, learning community leaders, team leaders shall be selected by the principal with serious consideration given to recommendations from all teachers in those departments, teams and/or grades. Such department heads, grade chairpersons, team coordinators, learning community leaders, team leaders shall receive additional pay for said assignments according to Addendum B of this Agreement. No teacher shall be required to perform the duties of a supplemented position without compensation. Any teacher choosing not to accept such assignments shall not be penalized or discriminated against in any way. The school's organizational pattern for the upcoming year shall be presented to the faculty by June 1.
7. All teachers assigned to teach at more than one school shall have one school designated as a home-base school. Such teachers shall receive their paychecks at the home-base school.
8. All teachers assigned to teach at more than one school on the same day shall be reimbursed for all mileage between the home-base school and other assigned schools at the rate established in Article X, Section A-4, of this Agreement. Travel time, as assigned, between schools shall not be construed as lunch or planning time.
9. No teacher shall be required to attend meetings regarding commercial and/or political solicitation. Attendance at any such presentations shall be voluntary and shall be separate from faculty meetings.
10. A teacher who teaches in schools held on double session or extended-day schedule shall receive full pay for the session in which said teacher is assigned. Further, no teacher in such a school shall be required to teach any class to which he/she is not regularly assigned.
11. Following appointment by the Board, the teacher will be provided with the following:
  - a) Salary schedule, step placement, and pay rate.
  - b) Certification requirements, if requested.
  - c) Duty hours and teaching assignment.
  - d) Opportunity to inspect classroom/work area.
12. Planning time for teachers shall be defined as that time in which teachers may be assigned to do one or more of the following:
  - a) Plan for classroom activities.
  - b) Confer with parents.

- c) Meet with grade-level or subject area team members on matters related to curriculum and student progress.
  - d) Attend and participate in staffings.
  - e) Complete Southern Association accreditation activities.
  - f) Attend administrative meetings related to their performance and/or student concerns.
13. Middle and high school teachers shall be given at least one class period of at least fifty (50) minutes for each day students are in attendance and the regular class schedule is in effect. However, a teacher in an alternative school for disruptive students shall receive his/her fifty (50) minute planning period during the teacher workday.
14. Effective with the start of the 2008-2009 school year, elementary school teachers shall be given no less than 250 minutes of planning time each full week of student attendance and the regular class schedule is in effect. A total of 150 minutes of this time shall be assigned by the principal during the student day each full week of student attendance when the regular schedule is in effect. Of this 150 minutes, a period of at least 30 minutes will be scheduled on four (4) different student days during each full week. The remaining 100 minutes shall be assigned each full week as stipulated in paragraph 15 of this section.
15. Elementary, middle, and high school teachers will receive at least one hundred (100) minutes of planning time each week students are in attendance and the regular class schedule is in effect to plan for their specific classroom activities. At the elementary school level, the one hundred (100) minutes shall be implemented before or after the student day in two (2) fifty minute periods. This time may be altered as a result of the following:
- a) parent conferences;
  - b) required meetings to implement changes due to state or federal mandate;
  - c) voluntary participation in professional activities;
  - d) personal activities; or,
  - e) emergencies.
- Elementary teachers will be informed when planning time is scheduled prior to the week it occurs.
16. In cases where special teachers (art, music, physical education) are used, the regular teacher will not be required to remain in the classroom at the same time the special teacher is present. This time will be used as a preparation/planning time by the regular teacher.
17. Planning time for media specialists and other support staff shall be equal in length to that of classroom teachers at their school but may be scheduled at different times each week and before or after the student day to ensure that access to their services is not denied.
18. Required staff development or lengthy faculty meetings shall be kept to a minimum on teacher planning days.
19. During the five (5) teacher planning days prior to students returning for a new school year, teachers shall be provided at least sixteen (16) hours to plan for personal classroom activities. Principals will schedule this time in at least two (2) hour blocks. However, sixteen (16) hours may be reduced as a result of the following:
- a) an emergency, which may include required meetings to implement state or federal mandates;
  - b) voluntary participation in professional activities; or
  - c) personal activities
20. Principals will give priority to scheduling time during the planning day at the end of each quarter for teachers to prepare student report cards and plan for classroom activities. Staff development on these days will be voluntary.
- a) Grades will be due no earlier than the end of the third workday following the close of the grading periods one, two and three.
  - b) Elementary schools will vote whether or not to send report cards home with students on the student's last day of school.
  - c) Teachers who instruct seniors will be notified of the end of the year grade reporting procedures for seniors no later than the beginning of the fourth quarter.
  - d) Final grades for quarter four (4) will be due no earlier than the start of the second workday following the close of the grading period for grades six (6) through eleven (11).

21. Subject to available funds, principals will be encouraged to provide at least one-half (1/2) day of released time or the equivalent in compensatory time or an after hour stipend per semester for teachers who are responsible for planning instructional units. The principal must pre-approve the activity and the request for compensation. The manner for which time will be made available to the teacher will be mutually agreed to by the principal and teacher(s) involved.
22. When possible, teachers will be provided a minimum of three (3) days notice to submit student assessment reports.
23. Teacher participation on teams and departments is a necessary and important function, and committee participation gives teachers opportunities to provide input and participate in school-based decisions relative to school activities. Committee participation will be kept to a minimum to allow as much planning time as possible so that adequate lesson preparation is achieved.

#### **SECTION T - Parent-Teacher Conferences**

1. Except in the event of unusual circumstances, parent-teacher conferences shall be arranged by the principal or his/her designee in accordance with the following guidelines:
  - a) Consultation with the teacher(s) involved and the establishment of time and date of said conference with all parties involved. Normally, such consultation will take place at least two (2) days prior to the conference.
  - b) Notification of the purpose of the conference if not instigated by the notified teacher(s).
  - c) Notification to the teacher(s) of the confirmed conference date.
2. Released time shall be granted to teachers when needed for parent conferences provided the conference is arranged by the school principal or his/her designee in accordance with the provisions of this section. At an alternative school for disruptive students, if it becomes necessary to schedule a parent conference after the regular workday of the teacher, the principal and teacher will meet and mutually agree upon the date and time of the conference.

#### **SECTION U - Student Discipline**

1. A Discipline Committee shall exist at each school site. The committee will be the vehicle for all staff to offer constructive recommendations to enhance school-wide behavior. Teachers will be encouraged to participate as members of the committee. The membership of the committee should be representative of the school-wide community. At a faculty meeting, the principal shall ask for teacher volunteers for the committee. The chairperson of the committee shall be elected by the members of the committee. A survey of the faculty will be conducted by the Discipline Committee of each school during the school year for the purpose of identifying issues and actions that will enhance school-wide behavior. Furthermore, the committee shall develop a school-wide plan to enhance student behavior, which shall be in compliance with the Code of Student Conduct.  
The plan shall be presented to the principal for approval and to the faculty for a vote. Prior to the vote, a teacher, upon his/her request, will be provided a copy of the plan. The committee shall meet periodically during the school year to review the plan and to consider adjustments for improving the plan. The committee is encouraged to facilitate the sharing among faculty members of effective interventions/preventions and to develop a program to manage students more effectively.
2. While on duty, a teacher has a general responsibility for student control and a major responsibility for controlling those students under his/her direct supervision. The Board recognizes its responsibility to give full support and assistance to teachers in maintaining the appropriate discipline necessary to insure that effective teaching and learning takes place in an orderly and disciplined classroom without the distraction caused by disobedient, disrespectful, violent, abusive, uncontrollable, and disruptive students. Teachers and administrators need to work together mutually supporting each other in a manner to maintain proper student behavior and to promote a safe educational environment.
3. Teachers have the responsibility and authority to establish and maintain classroom order within the frameworks of Board and school policies. Should it become necessary for a teacher to use reasonable force to maintain classroom/school order, the teacher shall follow the guidelines as provided in the Code of Student Conduct.
4. If, in the opinion of the teacher, and within the guidelines of the school's plan and the Code of Student Conduct, a student is disrupting regular classroom activities, the teacher may report the action to the principal. The teacher may also submit a recommended course of action consistent with the Code of Student Conduct for the principal's consideration. The teacher's recommendation shall be in writing and be within the guidelines of

the school's plan and the Code of Student Conduct. The principal shall employ the teacher's recommended consequence or a more serious disciplinary action; or the principal may determine that a lesser disciplinary action is appropriate. If the principal determines that a lesser disciplinary action is appropriate, it is encouraged that the principal consult with the teacher prior to taking disciplinary action, unless extenuating circumstances exist.

Any teacher shall have the right to send a student to the office whenever the student is involved in a serious disturbance in the classroom. The teacher will notify the office immediately when this action is taken. Such notification shall include a personal verbal and/or written explanation of the disturbance. Students removed from class for a Level 3 offense as described by the Code of Student Conduct shall not be returned for the remainder of that class period or a minimum of thirty (30) minutes for schools which do not have set time periods for classes. Should this not be possible, the principal shall consult with the teacher prior to returning the student to class.

5. Student disciplinary infractions shall be reported on the appropriate referral form approved for the school. The school administration shall make such forms readily available. At the discretion of the teacher, he/she may retain a copy of the form. Upon referral by the teacher, serious disturbance behavioral problems are the principal's responsibility for appropriate disciplinary action. Final action shall be taken within five (5) days unless there are extenuating circumstances. A copy of the discipline form with principal's action noted shall be returned to the teacher as soon as possible, but not more than five (5) days from the date of the referral.
6. A teacher may request that a disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive student be removed from his/her class for the remainder of the school year under any of the following circumstances:
  - a) who has been documented by the teacher to repeatedly interfere 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;
  - b) whose behavior the teacher determines is so disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive that it seriously 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; or
  - c) who has threatened personal harm or property damage against the teacher or the teacher's family.Upon such request the principal may not return the student to that teacher's class without the teacher's consent unless the committee established herein determines that such placement is the best or only alternative. The teacher and the Placement Review Committee must render decisions within five (5) days of the removal of the student from the classroom. Placement options, however, are limited by program eligibility requirements, School Board policies, and state and federal laws. If the Placement Review Committee's decision is contrary to the decision of the teacher to withhold consent to the return of the removed student to the teacher's class, the teacher may appeal the committee's decision to the Superintendent. The request to appeal to the Superintendent must be in writing and filed within three (3) workdays of notification to the teacher of the committee's decision.
7. At the beginning of the school year, each principal shall notify each teacher in the school about the availability, the procedures, and the criteria for the Placement Review Committee. At the beginning of the school year, each school shall establish a Placement Review Committee to determine placement of a student when a teacher withholds consent to the return of a student to the teacher's class. Before selecting members to the committee, the principal and faculty will determine the size of the committee. The ratio of the number of members selected by the teachers and the number selected by the principal shall be approximately 2:1, if the number of volunteers and/or nominees exceeds the approximate two-thirds (2/3) number designated to be selected by teachers, an election will be held to determine which teachers fill the positions. The chairperson of the Placement Review Committee shall be elected by the members of the committee. The chairperson shall serve as a member of the school's discipline committee. A convened Placement Review Committee must include at least two (2) teachers, one (1) selected by the faculty and one (1) selected by the teacher who has removed the student, and one (1) member of the school's staff who is selected by the principal. The teacher selected by the teacher who has removed the student may or may not be a current member of the school's committee.
8. The Board shall make available training and assistance to teachers in classroom management, violence prevention, conflict resolution, verbal aggression diffusion, and related areas. The dates and topics of such training shall be provided to the Union and posted at each school on the bulletin board and/or faculty calendar.
9. Should Florida Statute 1003.32(2) modify any requirements set forth in 6, 7, and/or 8 above, then such contract language shall be modified according to the statutes.



10. Students who are referred to the administration by a teacher because of possible learning disabilities or emotional, behavioral, or other related problems shall be dealt with as quickly as possible.
11. Within the first two (2) weeks of school each year, the school administration will provide each teacher with a copy and explanation of the Code of Student Conduct. The administration will provide access to Florida Statutes 1006.09, 1003.32, and 1006.11. Teachers will have all rights and responsibilities regarding student discipline as specified in the Code of Student Conduct and including that which is required under Florida Statutes. The Board, Superintendent, and principal shall fully support teachers in their efforts to follow and enforce the Student Code of Conduct.
12. The Board recognizes that teacher safety is a priority. Reasonable efforts shall be taken by the Board to ensure this safety. Any case of battery upon or an assault against a teacher in the performance of his/her duties shall be reported promptly to the principal or immediate supervisor. In such case, the legal assistance specified in Article IX, Section C(1), shall be provided if necessary, and the teacher maintains the right to report such action to legal authorities. Violence against school personnel by students will be enforced as specified in the Code of Student Conduct. Teachers who are involved in such cases shall not lose regular salary for any time lost from their duties when their presence is required before a judicial body. In case of disability, the Board agrees to continue the teacher's contractual salary until said employee is eligible for Workers' Compensation benefits. The Board agrees to follow the provisions of Florida Statute 1012.63 in regard to illness-in-line-of-duty leave.
13. The Union president or his/her designee will serve as a member of the District Student Code of Conduct Committee and will be responsible for recommending to the Chairperson the instructional bargaining unit members to serve on the committee. The chairperson of this committee will provide members of this committee with an agenda prior to the meeting date.
14. The Union president or his/her designee will serve as a member of the Superintendent's Task Force on Discipline.

#### **SECTION V - Miscellaneous**

1. No teacher shall be required to transport student(s) or equipment in his/her vehicle. In the event a teacher agrees to transport students or equipment, the Board shall maintain excess insurance coverage for such activities.
2. No teacher shall be required to present evidence of health, including but not limited to health certificates and tuberculosis skin test results, as a condition of continued employment except as provided in Florida Statutes, State Board of Education Rules, and applicable Department of Education rules and regulations.
3. The Board agrees that every attempt will be made to employ qualified substitutes when regular and special teachers (including art, music, and physical education) are absent. Substitutes need not be employed when guidance counselors are absent. Further, the Board and Superintendent reserve the right to arrange for substitutes. The Union president or his/her designee will serve as a member of the Substitute Task Force, which shall explore ways to recruit and retain qualified substitutes.
4. Acceptance of student/intern assignment shall be strictly voluntary.
5. Teachers may attend free of charge all athletic events within the district.
6. All teachers shall be given an equal opportunity to apply for part-time positions in the homebound program. Compensation shall be as provided in Addendum A of this Agreement.
7. Observations of a teacher's class by persons other than school administrative/supervisory personnel shall be allowed only after consent has been granted by the building principal and notice has been given to the teacher involved.

#### **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 X - 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 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 Y - 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 Z - 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 AA – 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:
  - 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) A committee shall exist consisting of six (6) members, three (3) representing the Board and (3) representing the Union, for the purpose of resolving problems that may arise due to the implementation of the Tobacco Free Policy.
  - 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 non-tobacco users or are willing to refrain from the use of tobacco products at the facility, the facility shall be declared tobacco free.
3. 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.

## **END OF ARTICLE VII**

## **ARTICLE VIII - LEAVES OF ABSENCE**

### **SECTION A - Rules Governing**

- 1. Any teacher on approved leave shall retain seniority rights. No approved leave shall be considered a break in service for any reason, but seniority shall not be accrued during that time except in the case of sabbatical leave or military leave.
- 2. Any teacher(s) on approved leave with pay shall be eligible for all benefits including but not limited to retirement and retention of contract status.
- 3. During any approved leave of absence, the teacher shall have the right to participate in all group fringe benefit plans provided by the Board. During the period of FMLA leave, the Board will pay the portion of the insurance premium which it normally paid prior to the leave, such as major medical, surgical, dental, vision, life, and flexible benefits. In the event said leave is unpaid, the teacher shall be permitted to make his/her own and the Board's regular contributions to all benefits requiring such contributions.
- 4. Any teacher on approved, extended leave shall be placed on the appropriate salary step upon return; however, those teachers returning from sabbatical leave or military leave shall be advanced to the appropriate position on the salary schedule as if they had been in actual service in the district.
- 5. A teacher may not be eligible for more than two (2) extended unpaid leaves within a five (5) year period with the exception of military leave, civic participation leave, FMLA leave and/or that provided for in Article III, Section A (10).
- 6. With the exception of FMLA leave, extended unpaid leaves shall not be granted for two or more consecutive years except as follows: the Board may grant a consecutive leave if the second leave is for reasons of illness which is supported by a statement from a licensed medical physician which states that the illness will prevent the teacher from performing his/her regular assigned duties or for child rearing as stipulated in Article VIII, Section C (1) of this Agreement. In the event that a consecutive leave is granted, the teacher will return to a similar position but will not be insured of returning to the same position held upon applying for said leave.
  - a) Upon return from any approved leave of no longer than one (1) year, a teacher on continuing contract, professional service contract, or annual contract shall be placed in the same instructional position held upon applying for said leave if such position exists. Any teacher who is hired for the purpose of replacing a teacher on leave will be notified upon employment that he/she will not be reappointed at the expiration of his/her contract.
  - b) When a regular employed teacher on annual contract, professional service contract or continuing contract replaces a teacher on leave, the provisions of Article VII, Section F-2 shall apply. However, in the event the teacher on leave resigns his or her position or is approved for an extension of leave prior to the end of the school year, the teacher on annual contract, professional service contract or continuing contract occupying the position shall be offered to continue in the position.
- 7. A teacher who is absent without leave on a temporary basis shall not be subject to loss of pay and/or subject to reprimand or dismissal if said absence is beyond the individual's control and the teacher is unable to notify the immediate supervisor and said teacher is eligible for paid leave during his/her absence. Upon request by the immediate supervisor, reasonable documentation, if the situation permits, and/or explanation will be furnished by the teacher at the earliest possible time.

8. When a teacher receives an unpaid leave of absence after the beginning of the second semester that extends to the end of the school year, the number of days remaining to be paid to the teacher shall be divided by the number of days in the teacher regular payroll check to determine the number of pay periods for which the school district will pay benefits.

## **SECTION B - Paid Leaves**

### **1. Sick Leave**

- a) Each teacher employed on a full-time basis shall be credited with four (4) days of sick leave on the first employment day of each contract year and one (1) day of sick leave for each month thereafter, to be credited at the end of the month and which shall not be used prior to the time it is credited to the teacher.
- b) The number of sick leave days earned during any one (1) year shall be equal to one (1) day for each contracted month of employment completed. Teachers contracted for a period of 30-89 days shall receive one (1) day of sick leave for each contracted month of employment completed. Such leave shall be credited as earned.
- c) Any teacher who has accrued sick leave outside the district but in the State of Florida shall be credited on a day-for-day basis with all accrued leave. Said leave shall be credited in the same manner as sick leave earned within the district.
- d) Sick leave shall be cumulative from year to year. There shall be no limit placed upon number of days a teacher may accrue.
- e) Sick leave accumulated by a teacher prior to an approved leave of absence shall be credited to the teacher upon return.
- f) On each pay date, each teacher shall receive on his/her payroll voucher an accumulated balance of his/her total number of sick leave hours.
- g) Sick leave may be used either for personal illness or emergencies as defined below:
  - 1) Personal illness of the teacher.
  - 2) Death or illness in the immediate family. Immediate family shall mean husband, wife, child, father, mother, brother, sister, or other close relative or member of his/her household.
  - 3) Extended illnesses and/or disability related to pregnancy if leave request is accompanied by a physician's statement of disability.
- h) Sick leave will normally be deducted in one-half (1/2) day units. When absence occurs during planning/conference days, the sick leave may be deducted in one (1) hour units. On other days when a teacher arranges for absence under subsection (g) above and instructional time is not affected, leave for such absence may be for a one (1) hour unit. If the sick leave is deducted in a one-half (1/2) day unit, the teacher is entitled to three and three quarter (3-3/4) hours of leave provided sufficient time remains in the workday.
- i) Transfer of Sick Leave to Family Member
  - 1) Effective July 1, 2001, an employee may transfer a minimum of 1/2 day of his/her accrued sick leave to his/her spouse, child, parent, or sibling who is also employed by the district, providing the recipient:
    - a. is absent for a qualifying reason as stated above in item g); and
    - b. has used all of his/her accumulated sick leave.
  - 2) Eligibility begins with the first day the teacher (recipient) is absent and has no accrued paid days. Transferred days requested will be applied consecutively beginning on the first day of eligibility. The request must be filed with the Department of Human Resources no later than the last day of the next pay period immediately following the pay period in which the first day of eligibility occurred.
  - 3) The transferred days cannot:
    - a. be used intermittently during the extended absence,
    - b. be used for personal leave with pay,
    - c. be used for any "terminal value", or
    - d. establish or continue eligibility for the Sick Leave Bank.
  - 4) Transferred days will be returned to the donor if unused by the recipient.
  - 5) Sick leave transferred under this provision may apply toward the number of required paid or unpaid days needed to meet the requirements for the withdrawal of days from the Sick Leave Bank.

- 6) Any days transferred under this provision will be counted toward the teacher's annual 12-week entitlement under provisions of Article VIII, Section C-7,a) Family and Medical Leave, if applicable.
- 7) Days transferred under this provision will be paid at the rate of pay of the recipient.

2. **Illness-In-Line-of Duty Leave**

- a) A teacher shall be entitled to illness-in-line-of-duty leave not to exceed ten (10) days during any school year because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work. ILD leave shall be granted only after investigation and approval.
- b) In the case of sickness or injury occurring under said circumstances, the Board may grant additional leave.
- c) No leave granted under this provision shall be charged to accrued sick leave.
- d) The Board and Union agree that a committee shall be authorized to investigate and approve reports of illness/injury-in-line-of-duty and make recommendations to improve safety conditions and the use of Workers' Compensation benefits. An administrator with voting power shall chair this committee. In addition, the Union and Board shall name an equal number of voting members.

3. **Personal Leave**

Teachers shall be allowed up to six (6) days of personal leave at full compensation during each year of their employment. Such leave will not be cumulative and shall be deducted from accrued sick leave when used. Such leave shall not be used for recreational purposes. Teachers shall not be required to give reasons on leave forms.

4. **Judicial Leave**

- a) A teacher absent from work shall be paid his/her regular salary by the Board provided:
  - 1) he/she has been served a summons and required to report to jury duty;
  - 2) he/she has been issued a subpoena by an authorized agency and required to appear within the state of Florida; or
  - 3) he/she has been issued a subpoena by an authorized agency of the federal government and required to appear.
- b) Such time shall not be deducted from sick leave accumulation.
- c) The teacher shall not be required to sign over to the Board any money received for such service.

This section is not applicable when the teacher is a primary party to legal action unrelated to his/her employment.

5. **Professional Leave**

- a) Professional leave not to exceed thirty (30) days per applicant for each occasion may be granted for the purpose of attending conferences, workshops, institutes, school visitations, and other meetings related to education.
- b) When possible, requests to the Board for such leave shall be at least five (5) days in advance so that proper arrangements for substitutes can be made.
- c) The Board may reimburse the teacher for expenses incurred, i.e., transportation, lodging, meals, and registration or other fees. However, if the teacher is asked by the Superintendent to attend as a representative of the district, expenses shall be reimbursed within limits prescribed by the Board.
- d) When professional leave is granted, the teacher shall not suffer loss of salary, and the days shall not be deducted from accumulated sick leave or annual personal leave.

6. **Sabbatical Leave**

After seven (7) years of satisfactory service in the Pasco County Public School System, a sabbatical leave of absence may be granted for the purpose of completing a doctorate or for other purposes if mutually agreed to by the Union and the Superintendent. The following conditions will prevail:

- a) No more than one (1) teacher at a time shall be placed on sabbatical leave during any school year.
- b) To be eligible, a teacher must be enrolled in a program approved for certification purposes by the Florida Department of Education and have completed enough of the required work to be eligible to complete the degree during the sabbatical period. If the degree is not finished within two (2) years after the last day of the sabbatical leave, the teacher shall reimburse the Board within two (2) years for the full amount of the

leave plus eight percent (8%) interest. This condition may be waived by the Superintendent due to extraordinary circumstances.

- c) Teachers on sabbatical leave will be paid 55 percent of the salary which would have been drawn during the time of the leave. Seniority shall be taken into consideration when granting sabbatical leave; however, a teacher making application for his/her first sabbatical leave shall be given preference over one who has previously been granted sabbatical leave. In the event that more than one applicant meets the criteria explained above, the Union and the Superintendent shall mutually select the teacher to receive the sabbatical.
- d) Sabbatical leave may be allowed if satisfactory arrangements can be made for smooth operation of the school system.
- e) Any teacher granted a sabbatical leave with remuneration shall file with the Superintendent a schedule of courses to be taken and shall complete all such courses and receive passing grades therein or shall reimburse the Board for the full amount of the remuneration paid to him/her for the period of the leave plus eight percent (8%) interest. Changes in said schedule of courses may be made upon mutual consent of the Superintendent and the teacher.
- f) Any teacher granted sabbatical leave with remuneration is required to serve at least three (3) years in the county after termination of the leave. In the event such teacher should accept other employment instead of servicing Pasco for the full three (3) years as specified above, he/she would have to reimburse the Board as follows:
  - 1) Zero (0) years of return service - the full amount of the sabbatical.
  - 2) One (1) year of return service - two-thirds (2/3) of the amount of the sabbatical.
  - 3) Two (2) years of return service - one-third (1/3) of the amount of the sabbatical.All monies owed would be due within two (2) years of the date of the termination. Eight percent (8%) interest would be charged on the unpaid balance on the yearly anniversary of the termination date.
- g) Application for the sabbatical leave shall be filed with the Director of Employee Relations by April 1.

#### 7. **Sick Leave Bank**

Beginning with the 1979-80 school year, a Sick Leave Bank shall be established for the purpose of providing sick leave with pay during periods of personal illness, or injury not otherwise compensated by the Board or Worker's Compensation. The intent of the Bank is to provide income protection for participating members of the bargaining unit. Bargaining unit members shall become eligible to participate in the Sick Leave Bank after one (1) year of employment in the school district and accrual of at least one (1) day of unused sick leave.

- a) All participating members shall contribute one (1) day of sick leave in the first month of the employee's eligibility. Each member of the bargaining unit will sign a statement either accepting or declining enrollment in the Sick Leave Bank. Applications for membership and/or use of the Bank may be obtained from the bargaining unit member's primary worksite.
- b) Participating members shall contribute one (1) additional day each time the Bank is depleted but not more than once per year. The Bank shall be considered depleted when there are fewer than 200 sick days.
  - 1) If a member elects to withdraw from membership, he/she shall be removed from membership and may reapply during the next official enrollment period. Upon reapplying, initial membership requirements must again be met.
  - 2) If a member does not have one Sick Leave day to contribute, his/her membership shall be suspended until he/she has earned one Sick Leave day to contribute.
- c) The Bank shall be directed by an administrative committee and chaired by the Assistant Superintendent for Administration or his/her designee. This committee shall:
  - 1) Process all applications and approve/disapprove withdrawal of days based upon illness, or injury, subject to the criteria established by this committee.
  - 2) Define "catastrophic" and may develop other definitions, guidelines and rules for the purpose of administering the Bank.
  - 3) Investigate any alleged abuse of the Sick Leave Bank, and upon a finding of wrongdoing, report such to the Superintendent. If such wrongdoing is substantiated, the employee shall reimburse the district all wages and benefits paid to the employee.
  - 4) Be governed by rules established by the committee.

The composition of this committee shall be as follows:

- 1) The Assistant Superintendent for Administration or his/her designee.
  - 2) The Supervisor of Student Services responsible for school nurses.
  - 3) Four (4) instructional bargaining unit members participating in the Instructional Sick Leave Bank who are mutually selected by the Assistant Superintendent for Administration or his/her designee and the Union president.
  - 4) The president of the Union or his/her designee.
  - 5) The Director of Employee Relations or his/her designee.
- d) Participating members will be eligible to withdraw up to 100 days per twelve (12) month period from the Bank, in amounts approved by the committee. The twelve (12) month period will start on the first date that a member receives a day from the Sick Leave Bank. The awarding of days is subject to the following conditions:
- 1) The need must arise from the member's own personal illness or injury. If the personal illness or injury is catastrophic, a member may receive up to 100 days. If the personal illness or injury is less than catastrophic, a member may receive up to 50 days. In no event may a member receive more than 100 days within a twelve (12) month period from the Bank.
  - 2) The member has exhausted all accumulated sick leave.
  - 3) The member has been absent in either a paid or nonpaid leave status for at least ten (10) consecutive days or for ten (10) non-consecutive days occurring within a ninety (90) day period that are related to the same illness or injury as substantiated by proper medical documentation. No member shall receive reimbursement from the Sick Leave Bank for any unpaid days that fall within the ten (10) day eligibility period.
  - 4) The member has submitted an application and the statement completed by a licensed physician and/or a licensed mental health professional describing the illness or injury to the Chairperson of the Sick Leave Bank Committee, who will process the request and report his/her findings to the Sick Leave Bank Committee.
  - 5) In the event a member has a preexisting condition on the date of enrollment, there shall be a ninety (90) day waiting period before eligibility based upon disability due to that particular illness.
  - 6) Any days granted from the Sick Leave Bank will be counted toward the teacher's annual twelve-week entitlement under the provisions of Article VIII, Section C-7,a), Family and Medical Leave.
- e) The Union shall be provided with a monthly report consisting of:
- 1) The number of participating members.
  - 2) The names of applicants requesting Sick Leave Bank days.
  - 3) The number of days expended and remaining in the Bank.

8. **National Board of Professional Teaching Standards Certification Leave**

In an effort to advance the teaching profession and improve student learning, the United School Employees of Pasco and the District School Board of Pasco County agree to support and encourage Pasco teachers seeking high and rigorous standards through participation in the National Board of Professional Teaching Standards (NBPTS) certification program.

To assist teachers who have applied for NBPTS certification according to state and district guidelines fulfill the program requirements and activities, the district shall grant the following:

- a) Up to three (3) days of professional leave as specified in Article VIII, Section B-5, provided such leave is coordinated with the principal and forwarded to the Supervisor of Human Resources.
- b) Up to six (6) days of personal leave as specified in Article VIII, Section B-3, provided the teacher has not used all six (6) personal days already this year, has accrued a sufficient number of sick leave hours, and has coordinated such leave request with the principal.

**SECTION C - Unpaid Leaves**

1. **Child Rearing Leave**

- a) A leave of absence without pay for a period of up to one (1) year shall be granted for child rearing. Said leave shall be granted in connection with childbirth, adoption, or death of the other parent.



- b) Requests for such leave shall be made in writing to the office of the Superintendent, when possible, at least thirty (30) days prior to the commencement of the leave.
- 2. **Military Leave**

All teachers drafted for military service or called to active duty with reserve components shall be granted a leave of absence without pay except as provided in Section 115.07, Florida Statutes. A copy of the military orders shall be attached to the leave form. Effective July 1, 1987, the "annual period" referred to in Section 115.07, Florida Statutes, shall be from July 1 through June 30.
- 3. **Advanced Study and Education Service Leave**

Upon request, the Board may grant a teacher leave of absence without pay for advanced study or educational experience for a period not to exceed one (1) year when such study or experience is directly related to the teacher's subject field. Such leave may include requests for acquiring experience in and knowledge of a teacher's field of study as an employee in industrial or private employment if the employer certifies to the district that the experience is in the teacher's instructional field. Normally this leave will be granted only after two (2) or more continuous years of service in the district.
- 4. **Civic Participation Leave**
  - a) Upon request, a teacher shall be granted civic participation leave without pay.
  - b) Such leave includes, but is not limited to, the following: election or appointment to a constitutional office in a federal, state, county, or municipal government or subdivision thereof.
  - c) The teacher shall notify the Board in writing of his/her intention of accepting such office or assignment and shall keep the Board informed of his/her status at annual intervals thereafter. Such leave shall be renewed yearly, upon application, for a period equal to the term of office to which said teacher has been elected or appointed.
- 5. **Health Leave**

Upon request, a teacher shall be granted a leave of absence without pay for up to one (1) year for reasons of poor health as certified by a licensed medical physician. With the exception of FMLA leave, such leave shall not be granted more than once in any five (5) year period; however, subsequent leave may be approved by the Superintendent or his/her designee upon the employee documenting extenuating circumstances.
- 6. **Extended Personal Leave**
  - a) Upon request, a teacher with two (2) or more continuous years of service in the district shall be granted a leave of absence for up to one (1) year without pay for other reasons than those stated in C-1, C-2, C-3, C-4, or C-5, provided that the primary purpose shall not be to engage in gainful employment.
  - b) The reason for such request shall be stated in the application for leave.
- 7. **Family and Medical Leave Act (FMLA)**
  - a) The Board will grant an eligible employee (as defined in Part C of this section) up to a total of twelve weeks of leave in a twelve-month period for one or more of the following reasons:
    - 1) the birth of a child of the employee and care following the child's birth,
    - 2) the adoption of a child by the employee including the events and process leading to the adoption, and care following the adoption,
    - 3) the placement and/or care of the child in the foster care of the employee,
    - 4) the care of a child, spouse, or parent of the employee who has a serious health condition (as defined in Part A(5): When an employee takes FMLA leave for the care of a child, spouse, or parent of the employee which results in the death of such child, spouse, or parent of the employee, the Board will provide unpaid leave and benefits for a maximum of five calendar days from the date of the death of such child, spouse, or parent of the employee. For the purposes of this paragraph: (a) the term "spouse" means a husband or wife as defined or recognized under state law for purposes of marriage; (b) the term "parent" means a biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a child -- this term does not include parents "in law"; (c) the terms "son" or "daughter" mean a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability.

- 5) the treatment of a serious health condition which prevents the employee from performing his/her job. A "serious health condition" means an illness, injury, impairment or physical or mental condition that involves:
- any period of incapacity or treatment in connection with or consequent to in-patient care (i.e., an overnight stay in a hospital, hospice or residential medical care facility);
  - any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a healthcare provider; or
  - continuing treatment by (or under the supervision of) a healthcare provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or for prenatal care.

Voluntary or cosmetic treatments which are not medically necessary are not "serious health conditions" unless inpatient hospital care is required.

- The twelve-month period for entitlement under this section will be measured from July 1 through June 30.
- In order to be eligible, the employee must have been employed by the Board for at least one year, and the employee must actually have received pay for 1,250 or more hours from the Board during the twelve-month period immediately preceding the unpaid leave. Holidays, earned sick leave, and vacation time for which the employee has been paid but has not worked shall be included in the calculation above. Sick Leave Bank, Workers' Compensation, suspension with pay, and sabbatical leave time will not be counted.
- Leave, except for certain exceptions described in Part (e) for instructional employees, commences upon the absence of the employee from work and ends on the day and time the employee reports back to work.
- Instructional employees are subject to additional rules and procedures with regard to leave periods associated with Family and Medical Leave. For the purposes of Family and Medical Leave, "instructional employees" are defined as those employees who are included in the instructional bargaining unit and whose principal function is to teach and instruct students in a class, a small group, or an individual setting.

If an eligible instructional employee requests intermittent or reduced leave which is based upon planned medical treatment and this leave would be for more than 20% of the total number of working days over the period the leave would extend, the Board may require the employee to choose either to:

- take leave for periods of a particular duration, not greater than the duration of the planned treatment; or
- transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than the employee's regular position.

Intermittent or reduced leave under this provision will begin no sooner than the first day where leave is granted and end no later than the last day where leave is granted and will include all dates granted between the beginning and ending dates.

If an instructional employee takes leave near the end of a semester, the Board may require the employee to stay out on leave until the end of the semester according to the following guidelines:

- Leave beginning more than five weeks before the end of the semester.*** The Board may require the instructional employee to continue taking leave until the end of the semester if:
  - the leave will last at least three weeks, and
  - the employee would return to work during the three week period before the end of the semester.
- Leave beginning less than five weeks before the end of the semester.*** If an employee begins leave for a purpose other than the employee's own serious health condition during the five week period before the end of the semester, the Board may require the instructional employee to continue taking leave until the end of the semester if:
  - the leave will last more than two weeks, and
  - the employee will return to work during the two-week period before the end of the semester.
- Leave beginning with less than three weeks before the end of the semester.*** If an employee begins leave for a purpose other than the employee's own serious health condition during the three week

period before the end of the semester, and the leave will last more than five working days, the Board may require the employee to continue taking leave until the end of the semester.

All leave taken under Part (e) will count against the employee's twelve-week entitlement. If the instructional employee's twelve weeks of leave entitlement under the FMLA run out before the leave period is completed, the Board will continue health benefits, restore the employee to his/her previous position unless the employee's position has been affected by reduction in force and/or layoff, and provide other FMLA entitlement throughout the whole period of the leave.

- f) Leave for the birth, adoption or placement of a child with an employee as described in Subparagraphs a-1, a-2, and a-3, must conclude within one year from the date of the birth, adoption or placement of the child.
- g) The leave mentioned in this section is subject to the following restrictions and privileges:
  - 1) An employee must first use all available unused earned paid sick leave before unpaid FMLA leave will be granted.
  - 2) The employee will be restored to his/her former position unless the employee's position has been affected by reduction in force and/or layoff.
  - 3) The Board shall require materials documenting the reason for the leave before granting a leave of absence under this section.
  - 4) It is the responsibility of the employee to obtain the necessary documentation and to furnish the documentation to the Board.
  - 5) The Board may request verification of a medical condition for which leave has been granted under this section at any reasonable interval, but not more often than once every thirty days, unless:
    - a. the employee requests an extension of leave;
    - b. circumstances described by the original documentation have changed significantly (i.e., the duration of the illness, the nature of the illness, complications); or
    - c. the employer receives information that casts doubt upon the continuing validity of the documentation.
  - 6) If the Board pays the employee contributions missed by the employee while on leave, the employee will be required to reimburse the Board for delinquent payments (on a payroll deduction schedule) upon return from leave. The employee will be required to sign a written statement at the beginning of the leave period authorizing the payroll deduction for delinquent payments. If an employee fails to return to work for the Board after FMLA leave, the Board shall take necessary steps to recover its share of the health benefit premium payments made on the employee's behalf during a period of unpaid FMLA leave unless the employee's position has been affected by reduction in force and/or layoff.
  - 7) An employee may continue coverage by continuing to pay the employee's portion of the premiums, including dependent coverage, while on leave.
  - 8) The employee must notify the Board as soon as practicable once the employee knows that a leave will be needed. For a foreseeable leave, such as for birth, adoption or planned medical treatment, the employee must provide at least 30 days notice to the Board. In all cases, the employee must furnish a request to the Board on a form provided by the Board.
  - 9) Prior to the employee's return to work from an employee disability, the employee shall submit medical certification of the employee's fitness to return to work.
  - 10) The Board retains the right to implement reasonable rules and regulations with regard to the use of leaves of absence within the requirements of the FMLA. This includes but is not limited to requiring a second opinion, at the Board's discretion, from a Board-paid doctor with regard to a medical disability, and the use of forms for requests for leave, physician documentation and fitness to return to work.
  - 11) In the event that the Board exercises its right to a second medical opinion and the opinion conflicts with the first doctor's opinion in the medical certification, then a third opinion may be required by a Board-paid physician mutually agreed upon by the Board and employee. This third opinion will be final and binding upon the Board and the employee.
- h) Intermittent Leave or Reduced Leave -- An eligible employee who is entitled to a twelve-week leave under the provisions of this section may take that leave on an intermittent or reduced leave schedule in certain cases. An intermittent leave schedule is one in which the employee may take the allowable leave

intermittently, or in blocks of days at a time, as needed. A reduced leave schedule is one in which the employee's daily or weekly hours are reduced, as needed. Leave will be granted intermittently or on a reduced leave basis in the case of the serious health condition of the employee or of the child, spouse or parent of the employee, provided that it is medically necessary and that a certification from a physician is obtained. The amount of Family and Medical Leave used where an employee takes leave intermittently or on a reduced leave schedule will be determined in accordance with the applicable regulations of the Family and Medical Leave Act of 1993, currently §825.205 of the Interim Regulations.

- i) Effect of Leave on Board-Paid Benefits -- During the period of leave governed by this section, the Board will pay the portion of the insurance premium which it normally paid prior to the leave, such as major medical, surgical, dental, vision, life, and flexible benefits.

#### **END OF ARTICLE VIII**

### **ARTICLE IX - SAFETY AND HEALTH**

#### **SECTION A - Safety**

1. It shall be the responsibility of the Board to ensure that teachers will not have unsafe, hazardous, or unsanitary working conditions. No teacher shall be required to work under unsafe, hazardous, or unsanitary conditions. Further, teachers shall report to the principal any condition felt to be unsafe, hazardous, or unsanitary.
2. The Board agrees that periodic inspections will be performed for fire and safety, and specified modifications resulting from said inspections will be made. Required modifications shall be scheduled by the Board, with those presenting a clear and present danger being scheduled first.
3. The Board shall indemnify and save harmless all teachers from any claims, demands, suits, and causes of action of any kind whatsoever arising out of unsafe and/or hazardous conditions within the school.
4. Safety Promotion Program
  - a) District Safety Committee
    - 1) The Union president or his/her designee will be appointed as a member of the District Safety Committee.
    - 2) At least one member of the committee shall be a teacher. The teacher(s) on the District committee shall be selected from the lists of teachers who serve on worksite committees.
    - 3) When meetings are held during duty hours, teacher committee members will be released without charge to sick or vacation leave.
  - b) Worksite Safety Committee
    - 1) At least one member of the Worksite Safety Committee shall be a teacher at the worksite.
    - 2) When meetings are held during duty hours, teacher committee members will be released without charge to sick or vacation leave.

#### **SECTION B - Workers' Compensation**

Any teacher employed by the Board and injured while performing his/her duty shall be protected as provided by the Workers' Compensation Act.

1. Injury and Illness
  - a) In the event a teacher is injured in the discharge of duty and/or suffers from an illness arising out of such injury and/or contracts an infection or disease resulting from teacher-pupil contact time, said teacher shall be entitled to illness-in-the-line-of-duty leave for a period not to exceed ten (10) days. In addition, the Board may grant additional leave for such term as deemed appropriate.
  - b) During the course of absences under this section, the teacher shall receive an amount not to exceed his/her normal compensation and shall be entitled to continue full benefits for the school year in which the injury occurred. Benefits are to include but are not limited to credit for seniority, step increase and contributions to the Florida Retirement System as provided by FRS. In addition, payments shall be made to teachers for damage to dentures, eyeglasses, prosthetic devices, and artificial limbs when the damage results from an accident occurring in the normal course of employment.
  - c) When a teacher is absent from his/her teaching responsibilities as a result of any provision in this section, there shall be no deduction made for sick leave allowance credited to such teacher.

2. Any teacher who has any claim for compensation while absent under this section shall file a claim in the manner prescribed in Florida Statute 1012.63(2) by the end of each month during which such absence has occurred. The Board shall approve such claims and authorize the payment thereof provided that the Board shall satisfy itself that the claim correctly states the facts and that such claim is entitled to payment in accordance with the provisions of this section.

### **SECTION C – Assault, Battery, and Disability**

#### **1. Assault and Battery**

In case of any assault and/or battery upon a teacher in the course of his/her employment, the Board shall provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and/or battery and shall promptly render assistance necessary to the teacher in connection with handling of the incident by law enforcement and judicial authorities. In addition, any threat of personal injury or property damage made by a student toward a teacher shall be assessed through the district's Violence Intervention Procedures for Elementary or Secondary Schools to determine the credibility of such threat. The student shall be removed from the teacher's class until the threat assessment is concluded and the teacher is notified of the assessment results. If the threat is made by a person not under the jurisdiction of the school board, the teacher will not be required to meet with that person until the matter has been investigated and documented by the principal and the teacher has been notified of the results of that investigation. The teacher has the right to have an administrator present at any future meetings with the person making the threat.

#### **2. Death or Disability**

Compensation for death or disability shall be paid in accordance with the provisions of the Workers' Compensation Law.

### **SECTION D - Personal Property**

1. The Board shall budget a sum of \$2000.00 each year to a reimbursement account to reimburse any eligible teacher upon proof of claim for clothing and/or personal property destroyed or damaged as a result of any assault or vandalism upon said teacher in the course of fulfilling his/her employment responsibilities or from any act by the teacher for the purpose of preventing injury to persons or damage to property located on the school site during the times when the teacher is on said site at any school-related activity.

No claim covered under other provisions of this Agreement shall be paid from this account.

If any portion of this account is not expended in any year of this Agreement, an amount equal to the unexpended sum shall be budgeted in addition to the \$2000.00 for the following year.

2. If said clothing and/or personal property is insured, the employee must submit a claim to the appropriate insurance company. In the event of full reimbursement for such claim, the Board shall make no payment. If the insurance company reimburses all but the deductible amount specified in the employee's policy, the Board will pay an amount equal to the deductible amount not to exceed \$500. If the claim is for less than the deductible amount specified or the clothing or personal property is not insured, the Board will pay an amount equal to the current value of the property not to exceed \$500.
3. To be eligible for reimbursement as described in paragraph 1, the teacher must report the damage to the worksite supervisor as soon as possible and complete the Comprehensive Accident-Injury/Loss form and submit it to the worksite supervisor.

The reimbursement of damaged or vandalized personal property (other than motor vehicle) is limited to those items that the teacher uses to perform his/her job and/or duty responsibilities.

In the event the claim is for vandalism to the teacher's personal vehicle, a copy of his/her automobile insurance policy declaration page and an estimate for repair must be included with the Comprehensive Accident-Injury/Loss Form.

Payment of the claim is subject to the approval by USEP President and Director of Employee Relations.

### **SECTION E - Liability**

The Board agrees to maintain liability coverage of not less than that currently in force as stipulated in the agreement(s) with Arthur J. Gallagher and Company and pertinent insurance carriers for the duration of this Agreement. Any teacher who has any claim under provisions of said policy may file such claim with the Board. The Board shall process all claims filed in accordance with this section provided that the claim falls within the incidents covered under such policy.

### **END OF ARTICLE IX**

## **ARTICLE X - SALARY AND TEACHER WELFARE**

### **SECTION A - Salary Schedule and Remunerations**

1. The regular salary schedules, attached as Addendum A, shall be adhered to for all teachers.
2. Placement on the salary schedules, entitled Addendum A, shall be adhered to for all teachers.
3. Each teacher assigned to a supplemented activity shall receive a written statement of the additional responsibilities for which he/she is responsible and the amount of the supplement to be awarded for such.
4. Mileage shall be reimbursed at the standard rate established by the District School Board of Pasco County but shall not be at a lesser rate than allowed by the State Department of Education rules and regulations in effect at the time the mileage was accrued.
5. Payroll check stubs shall contain gross salary for each pay period, an itemized accounting of payroll deductions/reductions made during each pay period, net salary figures per pay period, accrued sick leave, and vacation time.
6. The Board agrees to provide each teacher with his/her W-2 form on or before January 31.
7. All payroll deductions/reductions approved by the Board and authorized by the teacher shall be made by the Board at no cost to said teacher. Such deductions/reductions shall be remitted to the proper agencies within five (5) days after the payroll date in which the deduction/reductions are made.
8. Underpayment and Overpayment
  - a) In the event any teacher feels that he/she has been underpaid, the following procedures shall be followed:
    - 1) Said teacher shall notify the Superintendent or his/her designee of alleged underpayment and the supporting reasons for the allegation.
    - 2) The Superintendent or his/her designee shall investigate the above allegation and notify the teacher in writing, providing an explanation and/or verification of the allegation within ten (10) days of the complaint.
    - 3) In the event that an underpayment has been verified, the teacher shall receive the full amount of underpayment in the paycheck issued immediately following the verification date.
  - b) Any unreported underpayment shall be corrected as soon as possible, with underpayments being corrected by the payroll date following discovery.
  - c) In the event any teacher is overpaid by the Board, the following procedure shall be in effect:
    - 1) Notification of said overpayment shall be provided in writing to the teacher. Said notification shall contain the supporting reasons for and dates of overpayment.
    - 2) The teacher shall reimburse the Board the full amount of verified overpayment on a basis mutually agreeable to the teacher and the Superintendent or his/her designee. Said repayment shall not extend beyond the oncoming fiscal year.
9. Paychecks will be made available or delivered no later than the last two (2) hours of the workday on each pay date and shall be enclosed in a sealed envelope. However, paychecks may be picked up by all personnel until the end of the regular workday at each school.
10. The Board shall make provisions upon request and approval by any unit member to deposit his/her paycheck directly to the Suncoast Schools Federal Credit Union or to any other financial institution associated with the Automated Clearing House Bank Program. Such funds will be transmitted for deposit no later than 4:00 p.m. on the day preceding each payday and will be credited for withdrawal in accordance with the procedure established by the Credit Union and/or the approved financial institution receiving the employee's payroll transfer.

### **SECTION B - Fringe Benefits**

#### **1. Health Insurance**

- a) The Board agrees to contribute \$5,973.27 per eligible employee toward the cost of the benefits package for the 2012 insurance plan year.
  - i. An alternative Health Opt-Out Program shall be provided to bargaining unit members who declare that they have health coverage through another provider and who do not choose one of the Board-approved health plans. The amount paid to opt-out program participants will be \$1200.00 per year.
  - ii. Instructional Retiree Health Opt-Out Program: Effective January 1, 2004, the Board implemented a Retiree Health Opt-Out Program for those retirees who are eligible for district-paid group health

insurance in accordance with Article X, Section F-1 of the Instructional Master Contract and who are enrolled in a comparable major medical health insurance plan through another carrier.

- a. When a retiree enrolls in the Retiree Health Opt-Out Program, the Board will pay the retiree the amount being paid to active employees who are participating in the opt-out program. Such amount is subject to federal income tax. An annual payment for the number of months the retiree participates in the Retiree Health Opt-Out Program will be issued in a lump sum in December of the plan year or upon termination of eligibility, whichever occurs first. A participant in the Retiree Health Opt-Out Program will not be required to contribute to the board his/her FRS Health Insurance Subsidy.
- b. A participant in the Retiree Health Opt-Out Program may reenroll in the district-paid group health insurance plan only if he/she is no longer covered by another major medical health insurance plan. Within thirty (30) calendar days following the date of cancellation/termination of the other major medical health insurance plan, the retiree wishing to reenroll in district-paid group health insurance plan must submit to the district's department of Employee Benefits, Assistance, and Risk Management (EBARM) a written request to reenroll, completed application forms, and a letter from the previous major medical carrier or employer stating date of cancellation/termination of coverage. The letter must be on letterhead from the major medical carrier or employer, include the cancellation/termination date of coverage, and signature of the benefit administrator of the major medical carrier or employer. The effective date of coverage of the district-paid group health insurance coverage will be the first day of the month following the submission of the written request, application, and related documents. The district does not guarantee continuous health coverage.
- c. A retiree who fails to reenroll in the district-paid group health insurance plan in accordance with the timelines set forth in the above paragraph will remain in the Retiree Health Opt-Out Program until Medicare eligible or may elect to reenroll in the Board's retiree healthcare plan during the next regularly scheduled open enrollment for benefits to be effective January 1 of the following calendar year.
- b) It is agreed that the Board and the Union shall appoint an Insurance Committee consisting of six (6) members – three (3) representing the Board and three (3) representing the Union - for the purpose of reviewing rates and investigating and recommending coverages to the Board and the Union for the purpose of negotiating the aforementioned insurance in subsequent years. The Committee shall meet no later than April 1 of each school year.
- c) Teachers who work four (4) hours per day or twenty (20) hours or more per week for ninety (90) days or more per year shall be eligible for health insurance to the same extent as full-time teachers.
- d) All teachers shall be given the option of choosing dependent coverage, and the cost of such coverage which exceeds the individual premium cost shall be deducted, upon authorization, from said teacher's paycheck. The rates for dependent coverage shall be furnished to the bargaining unit members and provided to the Union prior to the annual open enrollment date.
- e) The open enrollment for health insurance shall be a minimum of thirty (30) calendar days. Date of open enrollment will be held prior to the anniversary date of the policy.
- f) Any teacher whose dependent status changes who wishes to add or delete dependent coverage after the enrollment period shall be restricted only by the provisions as stated in the Benefit Enrollment/Change Form (MIS#161).

## 2. Retirement

The Board agrees to comply with the Florida Retirement System's rules and regulations relative to employee contributions.

### **SECTION C - Payroll Deduction for Additional Benefits**

1. The parties agree that the Union will be provided with two (2) payroll deduction slots in addition to the dues deduction slot. These slots will be used for Union-designated programs to include but not be limited to purchasing additional insurance, annuity, or other related benefits; voluntary Political Action Committee (PAC) donations; or other Union-sponsored voluntary deduction programs for bargaining unit members.
2. The Union agrees to reimburse the Board for any actual start-up or programming cost incurred which are normally charged to other groups who benefit from payroll deduction services.

3. A single payment will be remitted after each pay period to a depository designated by the Union for each of the two (2) additional payroll deduction slots.

#### **SECTION D - Early Retirement Monthly Benefit**

1. Effective January 1, 1997, the Board shall provide a retirement benefit for all instructional bargaining unit members.

To qualify for an early retirement benefit, the instructional bargaining unit member must meet the following criteria:

- a) be 50 years of age or older at the time of retirement;
  - b) have 25 or more years of creditable FRS service;
  - c) employed on or before June 30, 2001 and who have reached Step 13 on the teacher salary schedule, or whose number of years of experience in the Pasco school district is equal to the number of years of service on Step 13 of the teacher salary schedule, or teachers hired on or after July 1, 2001 who have twelve (12) years of Pasco service, the last ten (10) of which must be Pasco continuous service; and
  - d) have retired under the Florida Retirement System (FRS) Defined Benefit Plan (Pension Plan) or who retires with any vested benefit in the Defined Benefit Plan (Pension Plan).
  - e) Effective July 1, 2001, those instructional bargaining unit members who meet the above criteria will be eligible to receive the early retirement benefit in accordance with the following:
  - f) A member who is at least fifty (50) years of age but less than fifty-five (55) years of age at the time of early retirement will receive an amount equal to thirty-five percent (35%) of the unreduced FRS retirement benefit. The unreduced FRS retirement benefit is calculated using the premise of the member being sixty-two (62) years of age at the time of retirement.
  - g) A member who is at least fifty-five (55) years of age but less than sixty-two (62) years of age at the time of early retirement will receive an amount equal to one-hundred percent (100%) of the difference between the unreduced FRS benefit and the reduced FRS early retirement benefit.
  - h) At the time of early retirement, if the early retirement monthly benefit has a single sum value (present value) of less than five thousand dollars (\$5,000) as of the date the early retirement monthly benefit is first effective, then the Board will provide a one-time lump sum payment equal to the single sum value (present value) of the early retirement monthly benefit.
  - i) In lieu of the above, for any employee meeting the above eligibility criteria and who has out-of-state service, or any other qualifying service, and is eligible to purchase such service according to FRS rules and regulations, the district may purchase such service if the purchase of such service would total 30 years and entitle the employee to full retirement under FRS. It is clearly understood that the Board shall provide the monthly benefit or out-of-state service or any other qualifying service whichever is more economical for the Board.
2. This provision shall not prohibit the Board from paying additional retirement bonuses provided for in this Agreement or future bonuses agreed to by the Board and the Union.
  3. No employee shall be required by the Board to take advantage of the provisions of this article.
  4. If an employee chooses one of these aforementioned early retirement options, the Board will have no further obligation toward his/her retirement benefits.
  5. A teacher who selects one of these aforementioned early retirement options is required to retire from the Florida Retirement System (FRS) and terminate his/her employment with the district. Therefore, such teacher is not eligible to participate in the Deferred Retirement Option Program (DROP) as the DROP requires a teacher to retire from the FRS yet continue to work within the district.

#### **SECTION E - Deferred Retirement Option Program (DROP)**

1. Effective July 1, 1998, employees who qualify for the Deferred Retirement Option Program (DROP) may elect to participate in that program as provided by the procedures set forth by the district and by Florida Statute 121.091. An employee's salary, benefits, terms, and conditions of employment, as specified in this Agreement will remain in full force during the employee's participation in the DROP. An employee can void his/her DROP participation at the DROP termination date, re-enroll in FRS and continue in his/her current position in the district, by making such request in writing to the Board at least thirty (30) calendar days prior to his/her original DROP termination date. An employee may resign his/her employment with the Board and terminate



his/her participation in DROP prior to the original DROP termination date by submitting an amended resignation to the Board.

2. Employees who elect to enter DROP and elect to receive a lump-sum payment of accrued vacation (annual) leave earned in accordance with Board policy upon beginning participation in DROP, shall have said lump-sum payment paid into a Board-approved 401(a) Qualified Retirement Plan and/or an Employer Paid 403(b) Plan subject to annual contribution limits. Employees who receive a lump-sum payment of accrued (annual) leave upon termination of DROP and termination of employment shall have said lump-sum payment paid into a Board-approved 401(a) Qualified Retirement Plan and/or an Employer Paid 403(b) Plan subject to annual contribution limits.
3. Effective July 1, 1999, employees who enter the Deferred Retirement Option Program (DROP) and are eligible for one hundred percent (100%) of their accumulated terminal sick leave in accordance with the Meritorious Attendance Incentive Pay, Article X, Section G of the Instructional Master Contract, shall have their accumulated terminal sick leave paid into a Board-approved 401(a) Qualified Retirement Plan and/or an Employer Paid 403(b) Plan subject to annual contribution limits and according to the following.
4. The initial payment will be made on June 30th following the employee's DROP effective date. Subsequent payments shall be made each June 30th following the employee's DROP effective date anniversary.

<b>Payment</b>	<b>Payment Date</b>	<b>Maximum Percentage of Accumulated Terminal Sick Leave Days</b>
1	June 30	23.3%
2	June 30	25.6%
3	June 30	36.0%
4	June 30	50.8%
5 or more	June 30	86.1%
Final	Upon Separation	100.0%

5. The rate of pay used to calculate the amount to be placed in the 401(a) Qualified Retirement Plan and/or an Employer Paid 403(b) Plan shall be the employee's rate of pay upon entering DROP or the employee's rate of pay on each payment date. The employee must elect the rate of pay option upon entering DROP. The rate of pay used for the Employer Paid 403(b) Plan is the same rate of pay used in the 401 (a) Qualified Retirement Plan.
6. The 401(a) Qualified Retirement Plan and the Employer Paid 403(b) Plan allows participating employees to defer federal income tax and permanently avoid the payment of Social Security tax and Medicare tax on eligible plan contributions.
7. Employees/DROP participants do not have access to these funds until after they terminate their employment.
8. Employees of the Board who enter the Deferred Retirement Option Program (DROP) remain eligible for Sick Leave Bank participation. However, terminal sick leave days that have been paid to the Board approved 401(a) Qualified Retirement Plan and/or an Employer Paid 403(b) Plan shall be treated as if those days still remain in the employee's accumulated terminal sick leave balance when determining commencement of sick leave bank benefits, so long as the employee has met the requirements of the Sick Leave Bank appropriate to his/her bargaining unit contract.

Fund Withdrawal: Employees under fifty-five (55) years of age.

9. All participating employees who are under fifty-five (55) years of age at the time of termination and choose at the time of termination to take a cash distribution in the amount of one hundred percent (100%) of their respective balance from the Board approved 401(a) Qualified Retirement Plan and/or an Employer Paid 403(b) Plan and are assessed a ten percent (10%) withdrawal penalty, shall be reimbursed 2.35% of the withdrawal by the Board. This reimbursement is an amount equal to the difference between the ten percent (10%) withdrawal penalty and the current Social Security and Medicare combined tax contribution rate of 7.65%. If the

withdrawal penalty and/or Social Security and Medicare tax rates change, the Board and Union agree to renegotiate the reimbursement rate. If a fee is charged to process the IRS 1099 form, the Board will reimburse these same employees the one-time administrative fee.

10. Upon separation of service or a June 30<sup>th</sup> payment of accumulated sick leave and maximizing the 401(a) Qualified Retirement Plan contribution, any remaining terminal pay for accrued sick leave or vacation leave, subject to Board and State limitations, will be deposited in an Employer Paid 403(b) Plan. The Employer Paid 403(b) Plan is similar to the 401(a) Qualified Retirement Plan except for contribution limits.

#### **SECTION F - Retiree Healthcare Premium**

1. Teachers who retire after January 1, 1997, the Board agrees to contribute the same amount toward the retiree's health premium each year as it does towards the regular employee's premium. This contribution will begin upon retirement and continue until the retiree is eligible to receive Medicare Benefits. This contribution is contingent upon the retiree meeting all of the following conditions:
  - a) 30 years of service under the FRS or at least 25 years of service under FRS and is at least age 50 at retirement;
  - b) at least 20 years of service in the district;
  - c) contributes his/her health insurance subsidy received from the State of Florida toward the cost of this medical premium; and,
  - d) continues to participate in a Board-sponsored health plan after his/her retirement.
2. Effective July 1, 2000, if a teacher retires as a result of full disability, funds from the insurance funds retained earnings will be used to contribute the same amount toward the retiree's health premium (medical, dental, and vision) each year as the Board does toward the premium of a regular employee. The contribution will begin upon retirement and continue until the retiree receives Medicare benefits or until twenty-four (24) months have elapsed from the date of retirement, whichever comes first.

This condition is contingent upon the retiree meeting all of the following conditions:

- a) the teacher must have completed at least ten (10) years of creditable service under the Florida Retirement System (FRS);
- b) the teacher must have completed at least ten (10) years of service in the district;
- c) the teacher must be approved for full disability retirement under FRS and have provided the district with proof of application for full disability retirement under the Social Security Administration;
- d) the teacher must contribute his/her health insurance subsidy received from the State of Florida toward the cost of the health premium; and
- e) continues to participate in a Board-sponsored health plan after his/her retirement.

#### **SECTION G - Meritorious Attendance Incentive Pay**

1. Retirement Incentives

The District School Board of Pasco County will provide meritorious attendance incentive pay to members of the bargaining unit at normal retirement (retirement under any established retirement plan with full or reduced benefits as provided by law) or to the bargaining unit member's beneficiaries if service is terminated by death. Meritorious attendance incentive pay shall be determined as follows:

- a) During the first three (3) years of service in a Florida school district, the daily rate of pay multiplied by 35 percent (35%) times the number of days of accumulated sick leave credited with the District School Board of Pasco County.
- b) During the next three (3) years of service in a Florida school district, the daily rate of pay multiplied by 40 percent (40%) times the number of days of accumulated sick leave credited with the District School Board of Pasco County.
- c) During the next three (3) years of service in a Florida school district, the daily rate of pay multiplied by 45 percent (45%) times the number of days of accumulated sick leave credited with the District School Board of Pasco County.
- d) During and after the tenth (10th) year of service in a Florida school district, the daily rate of pay multiplied by 50 percent (50%) times the number of days of accumulated sick leave credited with the District School Board of Pasco County.

- e) During and after the fifteenth (15th) year of service in the Pasco school district, the daily rate of pay multiplied by 75 percent (75%) times the number of days of accumulated sick leave credited with the District School Board of Pasco County.
- f) During and after the twentieth (20th) year of service in the Pasco school district, the daily rate of pay multiplied by the number of days (100 percent) of accumulated sick leave credited with the District School Board of Pasco County.
- g) Payment of meritorious incentive pay shall be made no later than thirty (30) days after completion of all the following steps:
  - 1) Written statement regarding disposition of accrued sick leave.
  - 2) Last day of employment.
  - 3) Board action on termination.
- h) The Board will provide a 401(a) Qualified Retirement Plan and/or an Employer Paid 403(b) Plan that defers federal income tax and permanently avoids the payment of Social Security and Medicare tax on meritorious attendance incentive pay for those employees retiring under the Florida Retirement System (FRS) with full or reduced benefits and who meet the following:

<b>Years of Service</b>	<b>Minimum Accumulated Sick Leave Balance</b>
Ten (10) years creditable FRS service	240 hrs.
During and after the 15th year of service in the Pasco County School District	160 hrs.
During and after the 20th year of service in the Pasco County School District	120 hrs.

Subject to annual plan contribution limits and the requirements specified above, payment to a Board-approved 401(a) Qualified Retirement Plan and/or an Employer Paid 403(b) Plan shall be credited in the name of the employee upon retirement.

**Fund Withdrawal: Employees under fifty-five (55) years of age.**

All participating employees who are under fifty-five (55) years of age at the time of termination and choose at the time of termination to take a cash distribution in the amount of one hundred percent (100%) of their respective balance from the Board-approved 401(a) Qualified Retirement Plan and/or an Employer Paid 403(b) Plan and are assessed a ten percent (10%) withdrawal penalty, shall be reimbursed 2.35% of the withdrawal by the Board. This reimbursement is an amount equal to the difference between the ten percent (10%) withdrawal penalty and the current Social Security and Medicare combined tax contribution rate of 7.65%. If the withdrawal penalty and/or Social Security and Medicare tax rates change, the Board and Union agree to renegotiate the reimbursement rate. If a fee is charged to process the IRS 1099 form, the Board will reimburse these same employees the one-time administrative fee.

- i) Teachers who retire under the Florida Retirement System (FRS) with full or reduced benefits as provided by law and who receive a lump-sum payment of accrued vacation leave earned in accordance with Board policy and who meet the participation requirements provided in Article X, Section G-1h) of this Agreement, shall have said lump-sum payment of accrued vacation leave paid into a Board-approved 401(a) Qualified Retirement Plan and/or an Employer Paid 403(b) Plan subject to annual contribution limit and subject to the same fund withdrawal penalty reimbursement as provided in Article X, Section G-1h) of this Agreement.

**2. Plan Contributions**

Upon separation of service and maximizing the 401(a) Qualified Retirement Plan contribution, any remaining terminal pay for accrued sick leave or vacation leave, subject to Board and State limitations, will be deposited in an Employer Paid 403(b) Plan. The Employer Paid 403(b) Plan is similar to the 401(a) Qualified Retirement Plan except for contribution limits.

**3. Separation Incentives**

If employment is terminated for any reason other than retirement or death, members of the bargaining unit shall receive one-half (1/2) the percentage of all accumulated sick leave as stipulated in the schedule in Article X, Section G, paragraphs 1a, 1b, 1c, 1d, 1e, and 1f. This language shall not apply to employees who choose to transfer their accumulated sick leave to another Florida school district.

## **SECTION H - Group Medical Benefits Recovery Incentive Program (Indemnity - PPO and HMO Programs)**

The District School Board of Pasco County agrees to establish a Group Medical Benefits Recovery Incentive Program. This program is designed to provide a cash incentive to employees who discover and arrange for the recovery by the group medical benefits carrier/administrator of overcharges made on their own or insured dependents' medical bills which in turn result in benefit dollars saved by the employees' Group Medical Benefits Plan. This program will be in effect only when the medical benefits carrier/administrator agrees to its provisions.

1. The cash incentive paid to an insured employee who discovers an overcharge on a medical bill for that employee or his/her dependent and paid as an allowable charge by the School Board group medical benefits carrier/administrator shall be fifty percent (50%) of the amount of the over-charge that is recovered by the group medical benefits carrier/administrator as a result of direct negotiations between the employee and the provider and shall be limited to a maximum of 1,000 dollars for each overcharge. No refund shall be made to the insured employee until the group medical benefits carrier/administrator receives the actual refund from the provider of service.
2. For purposes of the cash incentive, only hospital expenses, clinical laboratory charges, physician fees, and other eligible medical expenses covered by the Group Medical Benefits Plan shall be considered in determining the amount payable to insured employees under this program.
3. The employee shall contact the Union to obtain a Request for Reimbursement form and procedures. After the overcharge has been recovered, the group medical benefits carrier/administrator shall disburse a check to the employee in the amount of the cash incentive. Cash incentives are considered income to employees for tax purposes and subject to being reported on their federal income tax return.
4. The Board shall not get involved in resolving any differences between the employee and the medical providers of service with respect to disputed charges. Insured employees shall be solely responsible for handling such disputes.

## **SECTION I – Employee Assistance Program (EAP)**

An Employee Assistance Program (EAP) will be provided for the purpose of offering employees, upon their request, short-term counseling and/or assistance with referrals for appropriate services. The program will also promote programs for wellness, nutrition, exercise, and stress reduction.

Participation or nonparticipation in the EAP shall be voluntary and shall not be a factor in any adverse employment action by the Board. All personally identifiable information relating to an employee as a result of an employee's participation in the EAP shall be held in strictest confidence by the director and staff of the EAP and such shall not be made a part of or otherwise noted in the employee's personnel file.

An EAP Committee will be established for the purpose of evaluating the services provided which shall include, but not be limited to, the services provided, the cost and funding source, availability, accessibility, utilization, and its effectiveness toward meeting the needs of the employees. The committee shall meet periodically during the school year and by May 1 of each year shall make recommendations to the Board and USEP for the purpose of further negotiating the improvement and/or revision of the program. The EAP Committee will function as a subcommittee of the current Insurance Committee. The Board and USEP will mutually agree to appoint members to the EAP subcommittee who are not current members of the Insurance Committee. The EAP Committee shall consist of an equal number of members selected by the Board and USEP.

The USEP President maintains the right to review and approve any EAP materials and attend any meetings intended for the promotion of the EAP to bargaining unit members.

**END OF ARTICLE X**

## **ARTICLE XI - SUMMER SCHOOL**

### **SECTION A - Filling of Positions**

1. Announcements of summer school dates will be posted in each school in the district and given to the Union on or before May 1. Tentative job openings will be announced by the last student day.
2. When it is judged that professional qualifications and ability are substantially equal among applicants for summer school teaching positions, district seniority shall prevail.
3. Summer school assignments shall be voluntary. Any teacher choosing not to accept such assignments shall not be penalized.

4. When filling summer school teaching positions, teachers within the bargaining unit shall be given priority over other applicants.

#### **SECTION B - Length of the Summer School Day/Term**

1. An employee who teaches one (1) instructional session per day shall be employed for no less than 120 hours and no more than 160 hours per summer school session.
2. An employee who teaches two (2) instructional sessions per day will be employed for no less than 225 hours and no more than 300 hours during the summer school session.
3. The school principal will make every effort to schedule a teacher employed to teach summer school with preparation time each day.

#### **SECTION C - Compensation and Contingencies**

1. Summer school teachers shall be paid at the rate established in Addendum A of this Agreement, and the Board will make the normal contributions for social security and state retirement.
2. The Board will notify the Union of the summer school pay dates, along with the number of days to be paid for in each check, no later than the last working day for teachers in the current school year.
3. A teacher employed for one (1) instructional session per day will be allotted one-half (1/2) day paid sick leave per month. A teacher employed in summer school for two (2) instructional sessions per day will be allotted one (1) paid sick leave day for each full month of employment.
4. The allotted summer school sick days shall be accrued on a cumulative basis. Sick days earned during the regular school year may be used during the summer school session. On one occasion, one day, (the number of hours worked daily in summer session) may be used as a personal day charged to sick leave provided:
  - a) the employee has not used all 6 personal days from the previous school year;
  - b) the employee has accrued a sufficient number of sick leave hours;
  - c) the nature of the absence is that of an emergency; and
  - d) the reason for the absence is explained to the principal or his/her designee.

#### **END OF ARTICLE XI**

### **ARTICLE XII - RULES GOVERNING THIS AGREEMENT**

#### **SECTION A - Conformity to Law**

In the event that any provision of this Agreement shall at any time be said to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative to the extent that it violates the law; however, all other provisions of this Agreement shall continue in effect. Substitute action, if any, shall be subject to appropriate negotiation and agreement between the parties.

#### **SECTION B**

With regard to matters which are proper subjects of collective bargaining in that they relate to matters of hours, wages or conditions of employment and within the duration period of this Agreement, changes in existing policies, rules, or regulations or any new policy, rule, or regulation may be the subject of negotiations upon mutual consent of the Superintendent and the Union.

#### **SECTION C**

The articles in this Agreement supersede and override conflicting items in individual teacher contracts or Board policies. Further, the Board agrees that said policies shall be amended to conform to the provisions of this Agreement.

#### **SECTION D**

Whenever any notice is required to be given either party to this Agreement by the other party, either shall do so by registered letter at the following address:

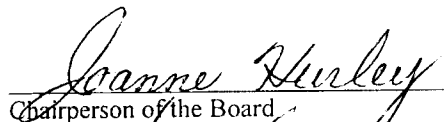
If to the Union: P.O. Box 1098  
Land O' Lakes, FL 34639  
If to the Board: 7227 Land O' Lakes Boulevard  
Land O' Lakes, FL 34638

#### **END OF ARTICLE XII**

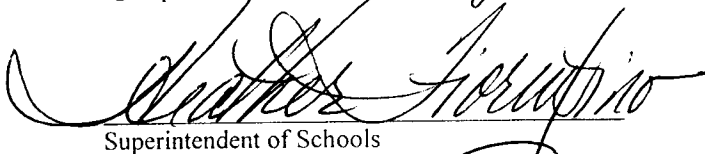
### ARTICLE XIII – DURATION

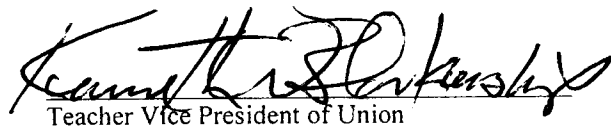
1. This Agreement shall remain in full force and effect until midnight, June 30, 2014, except as provided in paragraphs 3 and 4 below and shall automatically be renewed from year to year thereafter unless written notice to modify or amend is given by either party at least ninety (90) days before the aforementioned expiration date. In the event such notice is given, negotiations shall commence within a reasonable time after the giving of such notice.
2. During any reopening of negotiations for changes to take effect during the term of this Agreement, the existing provisions of the Agreement shall remain in full force and effect until modified sections are executed.
3. This Agreement may be reopened upon request of either party if any item is affected by legislation or by mutual consent of both parties.
4. This Agreement shall be reopened for the 2012-2013 and 2013-2014 school years upon request of either party on Article X and Addenda A and B. Other items may be reopened if affected by legislation or by mutual consent of both parties. In addition, the Union and Board may each select three (3) additional items for reopeners.
5. This Agreement contained herein constitutes the full and complete agreement between the Union and the Board and shall not be changed, altered, modified, or amended by either party except as provided in paragraphs 3 and 4 above.

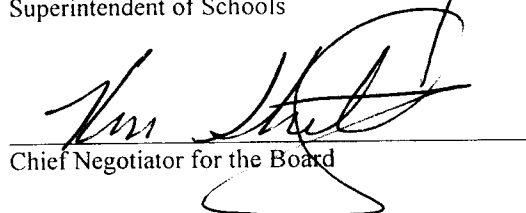
IN WITNESS WHEREOF, THE FOLLOWING HAVE SET THEIR SIGNATURES AND SEALS TO BE EFFECTIVE August 25, 2011.

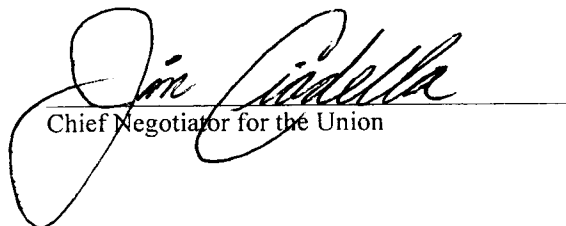
  
Chairperson of the Board

  
President of the Union

  
Superintendent of Schools

  
Teacher Vice President of Union

  
Chief Negotiator for the Board

  
Chief Negotiator for the Union

## **ADDENDUM A**

### **SALARY SCHEDULE**

#### **Rules Governing the Salary Schedule**

##### **1. Salary Schedules**

- a) **Salary Schedule #55**  
All teachers shall be paid according to salary schedule #55 and the rules governing its application.
- b) **Extended School Year Program Schedule / Summer School Schedule**  
Teachers employed for the Extended School Year Program Summer School will be paid at their regular hourly rate as determined by salary schedule 55 in the Instructional Master Contract in effect for the preceding school year.
- c) **Part-Time Adult Education**  
Teachers regularly employed as full-time teachers in the district shall be paid their regular hourly rate as provided by subsection nine (9) of this section, exclusive of supplements, for a part-time adult education instructional assignment which is F.T.E. supported. This rate will not be applicable to fee supported courses.
- d) **Part-Time Homebound Instruction**  
Teachers regularly employed as full-time teachers in the district shall be paid their regular hourly rate as provided by subsection nine (9) of this section, exclusive of supplements, for a part-time homebound instructional assignment.
- e) **After-Hour Required ESE Activities**  
Teachers who attend any required ESE activities after regular work hours related to IEP development and/or ESE Matrix Computation shall be paid at their regular hourly rate. Such time must be pre-approved by the school principal.
- f) **After-Hour Staff Development Activities**  
If payment is provided, teachers who attend after-hour staff development activities will be paid at the rate of \$14.75 per hour. (This increase will be effective September 5, 2006.)
- g) **After-Hour Instructional Programs**  
Effective June 6, 2002, a teacher employed in any after-hour program for the purpose of instructing students, will be compensated at his/her regular rate of pay. In the event funds provided for an after-hour instructional program couldn't support the regular hourly rate, the Board will notify the Union and discuss the salary exceptions.
- h) **Noncertificated**  
Noncertificated bargaining unit members shall be paid on salary schedule #55 and the rules governing its application.

##### **2. Differentiated Pay**

The Board's salary schedules for instructional personnel allow for and provide differentiated pay as required in Florida Statute 1012.22.

Differentiated pay is provided as listed below:

Academic Supplements listed in Addendum B;

Athletic Supplements listed in Addendum B;

Supplements to instructional positions identified in Addendum C;

Compensation for additional teaching assignment beyond the regular teaching assignment as listed in Addendum A. (These additional teaching assignments include Part-Time Adult Education, Part-Time Homebound Instruction, After-Hour ESE Activities, and After-Hour Instructional Programs);

Extended School Year assignments;

Additional compensation for teachers working at a school covered by a School Improvement Grant or Differentiated Accountability Memoranda of Understanding;  
Alternative School assignment; and,  
Advanced degrees and/or completion of additional credit hours beyond a degree as shown on Salary Schedule 55.

### **3. Teaching/Related Creditable Work Experience**

Newly employed teachers shall be placed on the salary schedule as follows:

- a) Effective July 1, 2011, all newly hired teachers shall be given year for year experience for each year of full-time teaching service for which a teacher held a valid teaching certificate and received a satisfactory evaluation, with the following two (2) exceptions:
  - i. teachers previously retired from the District School Board of Pasco County, shall be given year for year experience for each year of full-time teaching service for which a teacher held a valid teaching certificate and received a satisfactory evaluation, not to exceed seven (7) years; or
  - ii. teachers previously retired from any other school or school District, shall be given year for year experience for each year of full-time teaching service for which a teacher held a valid teaching certificate and received a satisfactory evaluation, not to exceed five (5) years.

Other related creditable work experience for which the District counts toward placement on the salary schedule shall not exceed seven (7) years of service. When a combination of teaching experience and related-creditable work experience is to be considered, related-creditable work experience cannot be used to increase the total years beyond seven (7) years of experience.

Effective July 1, 2006, all newly hired Speech Language Pathologists holding either teacher certification or professional licensure shall be given year for year experience for each year of full-time therapy experience with school age children. Speech Language Pathologists will continue to be eligible for other related creditable work experience as provided in the above paragraph.

- b) Between July 1, 2001, and June 30, 2011, all newly hired teachers shall be given year for year experience for each year of full-time teaching service for which a teacher held a valid teaching certificate and received a satisfactory evaluation. Other related creditable work experience for which the District counts toward placement on the salary schedule shall not exceed seven (7) years of service. When a combination of teaching experience and related-creditable work experience is to be considered, related-creditable work experience cannot be used to increase the total years beyond seven (7) years of experience.

Effective March 10, 2003, all teachers hired before July 1, 2001, whose teaching experience was capped at seven (7) years and who had not yet obtained step 26 on the salary schedule, were advanced to the step they would have been on if all applicable experience was recognized as if hired on or after July 1, 2001.

Prior to July 1, 2001, each year of teaching or creditable work experience shall be considered as experience within the District on a year-for-year basis to a maximum of seven (7) years for teachers employed after July 1, 1977. For all teachers employed prior to July 1, 1977, each year of teaching or creditable work experience shall be considered as experience within the District on a year-for-year basis to a maximum of ten (10) years.

- c) Any teacher employed in Pasco County whose teaching was interrupted due to active military service shall be granted experience for a maximum of four (4) years as if he/she had been teaching within the District.
- d) State Teacher of the Year: As provided by Florida Statute 1012.22(c)(2), creditable work experience shall be considered as experience within the district on a year-for-year basis for the total prior teaching experience of a person who has been designated state teacher of the year by any state in the United States.
- e) A Teacher-Headstart-Noncertified or Teacher-Prekindergarten-Noncertified shall be granted one (1) year for every two (2) years experience to a maximum of seven (7) years credit when he/she earns a Bachelor Degree and is eligible to receive a state teaching certificate. Such experience must be earned while serving in such capacity and within the district.
- f) In no event shall any experience credited to any teacher currently employed be diminished by the provisions of the above paragraphs.

### **4. Advanced Degree/18 Hour Credit**

Instructional personnel who wish to receive additional compensation for an advanced degree or eighteen (18) semester hours successfully completed after the conferral date of a Bachelor's or Master's degree, must submit to the Department of Human Resources one (1) set of official transcripts, the appropriate form, and in the case of a Specialist of Education degree, verification of being awarded the Specialist of Education degree and/or



unconditional IMC pg 43- to candidacy for the Doctorate degree. Upon receipt, a representative from the Department of Human Resources will verify that the degree/hours were taken at a college or university which is recognized as an accredited institution by the Florida Department of Education.

Instructional personnel who earn an advanced degree will receive the appropriate increase in salary in accordance with the applicable salary schedule retroactive to the first pay period following the conferral date of the advanced degree, and an adjustment will be made in subsequent paychecks.

In order for instructional personnel to be paid an Education Specialist rate of pay, the Education Specialist degree must have been conferred and/or the employee been unconditionally admitted to candidacy for the Doctorate degree. The increase shall be effective retroactively to the first pay period following the term when the employee successfully completes his/her Education Specialist degree or the date of the employee's unconditional admission to candidacy for the Doctorate degree.

Instructional personnel who successfully complete eighteen (18) hours of credit after the conferral date of their bachelor's or master's degree will receive an increase in salary in accordance with the applicable salary schedule. This increase shall be retroactive to the first pay period following the term during which the last course which establishes eligibility is completed.

Credit hours under this agreement refer to semester hours. Quarter hours will be equated to semester hours by making a quarter hour equal to two-thirds (2/3) of a semester hour.

It is understood that it is the responsibility of the employee to initiate the above action. A representative from the Department of Human Resources will acknowledge receipt of the form and transcripts to the applying employee.

Retroactive action applies during the school year in which the form is submitted. For this purpose, a form accompanied with transcripts must be submitted to the Department of Human Resources no later than June 30. In case of extenuating circumstances, the June 30 deadline may be extended at the discretion of the Superintendent or his/her designee.

#### **5. Full Year of Experience**

A teacher under employment for one day more than one half the number of days of any given school year which contains at least 196 days shall receive a full year of experience credit in determining the teacher's position on the salary schedule. Any adult education teacher who works a total of 750 hours or more during a school term (July 1 - June 30) will be granted one (1) year of experience for pay purposes.

#### **6. Pay Dates**

All instructional employees shall be paid in twenty-six (26) equal installments. Teachers on a 196 day contract shall receive their first paycheck on September 2, 2011, and all subsequent paychecks will be issued at two (2) week intervals thereafter and six (6) paychecks at the end of the school year except those teachers who have unpaid leave reported to the leave department after May 21, 2012. Teachers who have unpaid leave reported to the leave department after May 21, 2012 will receive five (5) paychecks at the end of the school year and the sixth (6<sup>th</sup>) check will be issued on June 22, 2012. School psychologists shall receive their first paycheck on August 19, 2011, and all subsequent paychecks at two (2) week intervals thereafter.

In the event that any regular pay date falls on a weekend or during any holiday period, paychecks shall be issued on the last working day preceding said weekend or holiday period. Further, after the end of the school year, teachers shall receive all paychecks owed them at the last regular pay date in June.

#### **7. Termination Pay Dates**

A teacher who terminates his/her employment during the school year shall receive all pay owed him/her within twenty (20) days of the termination date except that as stipulated in Article X, Section G 1g) of this Agreement.

#### **8. Daily Rate Calculation**

A teacher's daily rate of pay shall be determined by the following formula: (total salary for days contracted as determined by placement on the salary schedule/total days contracted) + (required supplement/days contracted).

A required supplement is that which is attached to a regular full-time teaching position requiring an eight (8) hour workday. All other supplements are excluded from the above formula. Any other supplement which a teacher receives is excluded from the above calculation.

#### **9. Hourly Rate Calculation**

When it is necessary that a teacher be paid his/her hourly rate, such rate will be calculated using the following formula (total salary as determined by placement on Salary Schedule #55 divided by 196), divided by 7.5.

**10. Marchman 1.2 Salary Rate**

Instructors employed at Marchman Technical Education Center prior to July 1, 1997, will continue to receive compensation at the rate of 1.2 as long as their current teaching assignment remains the same. After July 1, 1997, teachers employed at Marchman will be compensated at the rate of 1.0.

**11. Moore Mickens 1.2 Salary Rate**

The instructors currently serving either the Child Care Program or the Culinary Arts Program shall be paid at the salary rate of 1.2 retroactive to August 19, 1996 and will continue at this rate as long as they remain in these specific programs. Any instructor employed after July 1, 1997 in any Secondary Job Preparatory Program at Moore Mickens Education Center will be compensated at the rate of 1.0.

**12. James Irvin Education Center and Harry Schwettman Education Center**

Instructors at James Irvin Education Center and Harry Schwettman Education Center who work an eight (8) hour day will be paid their regular hourly rate as provided by subsection nine (9) of this section and be compensated for the additional one-half (1/2) hour.

**13. Teachers Providing an Additional Period of Instruction**

For the 2011-2012 school year, the practice of providing an additional .2 salary rate to secondary teachers who agree to provide an additional period of instruction beyond what is expected of other teachers at his/her school shall be suspended. For the 2011-2012 school year, teachers who agree to provide an additional period of instruction beyond what is expected of other teachers at his/her school shall be paid a supplement of \$5000 annually, or \$2500 on a semester basis.

**END OF ADDENDUM A**

DISTRICT SCHOOL BOARD OF PASCO COUNTY  
SALARY SCHEDULE 55  
2011-2012

JULY, 2012 Due to ongoing negotiations, all new employees are advised that the salary quoted at Centralized Hiring can either increase or decrease according to the outcome of the contract ratification or legislation

Years of Exp	Step	Bachelors	Bachelor +18	Masters	Masters +18	Ed Specialist	Doctor
0-1	1	\$36,420	\$37,220	\$39,120	\$39,820	\$40,820	\$41,820
2	2	\$36,420	\$37,220	\$39,120	\$39,820	\$40,820	\$41,820
3	3	\$36,420	\$37,220	\$39,120	\$39,820	\$40,820	\$41,820
4	4	\$36,420	\$37,220	\$39,120	\$39,820	\$40,820	\$41,820
5	5	\$36,770	\$37,570	\$39,470	\$40,170	\$41,170	\$42,170
6	6	\$37,120	\$37,920	\$39,820	\$40,520	\$41,520	\$42,520
7	7	\$37,470	\$38,270	\$40,170	\$40,870	\$41,870	\$42,870
8	8	\$37,870	\$38,670	\$40,570	\$41,270	\$42,270	\$43,270
9	9	\$38,320	\$39,120	\$41,020	\$41,720	\$42,720	\$43,720
10	10	\$38,820	\$39,620	\$41,520	\$42,220	\$43,220	\$44,220
11	11	\$39,370	\$40,170	\$42,070	\$42,770	\$43,770	\$44,770
12	12	\$39,970	\$40,770	\$42,670	\$43,370	\$44,370	\$45,370
13	13	\$40,620	\$41,420	\$43,320	\$44,020	\$45,020	\$46,020
14	14	\$41,320	\$42,120	\$44,020	\$44,720	\$45,720	\$46,720
15	15	\$42,070	\$42,870	\$44,770	\$45,470	\$46,470	\$47,470
16	16	\$42,870	\$43,670	\$45,570	\$46,270	\$47,270	\$48,270
17	17	\$43,670	\$44,470	\$46,370	\$47,070	\$48,070	\$49,070
18	18	\$44,470	\$45,270	\$47,170	\$47,870	\$48,870	\$49,870
19	19	\$45,270	\$46,070	\$47,970	\$48,670	\$49,670	\$50,670
20	20	\$46,070	\$46,870	\$48,770	\$49,470	\$50,470	\$51,470
21	21	\$46,870	\$47,670	\$49,570	\$50,270	\$51,270	\$52,270
22	22	\$47,670	\$48,470	\$50,370	\$51,070	\$52,070	\$53,070
23	23	\$48,470	\$49,270	\$51,170	\$51,870	\$52,870	\$53,870
24	24	\$49,270	\$50,070	\$51,970	\$52,670	\$53,670	\$54,670
25	25	\$50,070	\$50,870	\$52,770	\$53,470	\$54,470	\$55,470
26	26	\$50,920	\$51,720	\$53,620	\$54,320	\$55,320	\$56,320
27	PSI-00	\$51,770	\$52,570	\$54,470	\$55,170	\$56,170	\$57,170
28	PSI-0	\$52,620	\$53,420	\$55,320	\$56,020	\$57,020	\$58,020
29	PSI-1	\$53,470	\$54,270	\$56,170	\$56,870	\$57,870	\$58,870
30	PSI-2	\$54,470	\$55,270	\$57,170	\$57,870	\$58,870	\$59,870
31	PSI-3	\$55,470	\$56,270	\$58,170	\$58,870	\$59,870	\$60,870
32	PSI-4	\$56,470	\$57,270	\$59,170	\$59,870	\$60,870	\$61,870
33	PSI-5	\$57,470	\$58,270	\$60,170	\$60,870	\$61,870	\$62,870
34+	PSI-6	\$58,470	\$59,270	\$61,170	\$61,870	\$62,870	\$63,870

**Pasco Service Incentive (PSI):** Effective with the 2003-2004 school year, those teachers who earned at least one year's service credit in Pasco on step 26 received an annual increase of \$1,000. Prior to 2008-2009, each subsequent year of service credit earned in Pasco on step 26 earned an additional \$1,000 annually. Teachers on PSI received \$1,000 plus any improvement applied to the top step of the salary lane.

Since 2008-2009, all compensation under PSI remained at the 2007-2008 levels. Therefore the additional \$1,000 was not implemented, and teachers on PSI receive the same salary as the 2007-2008 year.

## **SALARY SCHEDULE - SUMMER SCHOOL**

Teachers employed for the year 1999-2000 Summer School will be paid at ninety percent (90%) of their regular hourly rate as determined by salary schedule 55 in the Instructional Master Contract in effect for the preceding school year.

Teachers employed for the year 2000-2001 Summer School will be paid at ninety-five percent (95%) of their regular hourly rate as determined by salary schedule 55 in the Instructional Master Contract in effect for the preceding school year.

Teachers employed for the year 2001-2002 Summer School will be paid at one hundred percent (100%) of their regular hourly rate as determined by salary schedule 55 in the Instructional Master Contract in effect for the preceding school year.

## **END OF SALARY SCHEDULE - SUMMER SCHOOL**

### **ADDENDUM B**

#### **SUPPLEMENT SCHEDULE**

1. Any teacher assigned to a supplemented position shall receive full supplemented pay for each supplemented position to which he/she is assigned. To provide teachers an opportunity to apply for vacant supplemented positions shown in this addendum as Department/Grade Level Chairperson/Team Coordinator, principals will post such positions at the respective school when they become available and interested teachers may submit their names. These positions normally include department heads, grade chairpersons, team coordinators, learning community leaders, team leaders, etc.
2. Supplementary pay shall be prorated over the period of time during which the activity or responsibility is scheduled to be performed unless otherwise stipulated.
3. Class and/or club sponsors will not be held responsible for clerical tasks related to sponsorship(s) with the exception of voluntary activities such as car washes and bake sales.
4. When assigning supplemented coaching positions, teachers within the bargaining unit or those newly hired teachers who will be in the bargaining unit who have the training or experience necessary to coach a specific sport shall be given priority over all other applicants for that specific sport.
5. Whenever a vacancy in a supplemented coaching position occurs, the Board shall publicize the vacancy to the Union and provide for appropriate posting in the schools. Each coaching vacancy advertisement shall specify the time of day that the applicant must be available in order to coach the sport.
6. Teacher Mentor Program

The Teacher Mentor Program will provide support services to all new teachers to the district. The program shall have "Basic Teacher Mentors" who serve all instructional staff other than ESE teachers and "ESE Teacher Mentors" who serve all ESE teachers. In addition to serving new ESE teachers to the district, the ESE Teacher Mentors shall serve the following:

- a) Teachers who are teaching ESE for the first time and who have previously taught in another program in the district;
- b) ESE teachers who are out-of-field for the first two (2) years; and,
- c) Long-Term Substitute Teachers who are assigned ESE positions.

ESE teachers, who are not new ESE teachers to the district, will be served only if the district receives sufficient grant funding to support the service. For the purpose of contract clarity, "Basic Teacher Mentor" and "ESE Teacher Mentor" will be referred to as Teacher Mentor. No Basic Teacher Mentor shall be assigned more than two (2) beginning teachers and no ESE Teacher Mentor shall be assigned more than four (4) eligible ESE teachers. The second, third, and fourth mentor teacher assignments must be by mutual agreement between the Teacher Mentor, the teacher served, and the administration.

The responsibility of the Teacher Mentor will be construed to begin on the first date of employment for the teacher being served.

## Payment

Each school year the Teacher Mentor will receive the amount specified in the Academic Supplement Schedule for each teacher assigned. The Teacher Mentor Program supplement will be prorated over the time period during which the responsibility is scheduled, not to exceed more than 196 days in any one school year. In a case where a teacher being served resigns before completing the program, the Teacher Mentor supplement will be terminated effective the last day of employment for the teacher being served.

### 7. Vocational Student Organizations (VSOs) – High School

Job Preparatory Vocational Training will receive an annual supplement for sponsoring co-curricular organizations providing:

- a) An active VSO is established that is identified in the curriculum frameworks for the content areas (active is defined as meeting at least monthly after school hours).
- b) The VSO meets minimum requirements for membership numbers as established by the state organization.
- c) Documentation is provided for student participation in applicable district, regional, state, and/or national competitions.
- d) Documentation is provided for participation in student leadership development workshops/activities.
- e) Sponsors are expected to attend all competitions.

Middle School VSOs are encouraged but not required and teachers are not eligible for supplements.

Agriculture teacher supplements already specify VSO participation so they will not receive an additional supplement.

If minimum numbers of students do not join the VSOs, it is understood that the VSO requirement in the curriculum frameworks cannot be met.

## SUPPLEMENT SCHEDULE

### ACADEMIC SUPPLEMENTS

### DOLLAR AMOUNT

Academy Lead Teacher	1175
Band Director:	
Middle School	2549
High School	3476
* Behavior Specialist	1568
Choral Director	1101
Department/Grade Level Chairperson/Team Coordinator	1019
Flag Corps Sponsor	1101
* Guidance Counselor	1568
High School Class Sponsor	914
High School Newspaper Sponsor	914
High School Play Director	1101
* Instructional Trainer/Coach	1568
K-12 Literacy Coach	1568
Mentor Liaison	1019
* Pasco FDLRS Resource Teacher	1568
* Pasco FDLRS Child Find Resource Teacher	1568
* School Psychologist	3919
* School Social Worker	1568
Senior Project Coordinator	1019
Special Olympics	
Fall	290
Spring	290

* Speech/Language Pathologist (BA-NON CERT)	1568
* Speech/Language Pathologist (MA-CERT)	3066
Speech/Language Pathologist Mentor	2352
Student Achievement Coach	1019
Teacher Assistance Team (Activated)	1854
Teacher Mentor	398
* Therapeutic Preschool Family Specialist	1568
Vocational Agriculture Teacher	2329
Vocational Coordinator	1175
Vocational Student Organization (High School):	
Sponsorship (Requires District/State Competition)	1226
Participation in state competition	290
Participation in national competition	290
Yearbook Sponsor:	
Middle School	875
High School	1049

\* Identifies Required Supplements

END OF ACADEMIC SUPPLEMENT SCHEDULE

#### **HIGH SCHOOL ATHLETIC SUPPLEMENTS**

#### **DOLLAR AMOUNT**

Athletic Director	4815
Head Football:	
Fall	3100
Spring	1376
Assistant Football:	
Fall	1515
Spring	675
Basketball	3031
Assistant Basketball	1652
Baseball/Softball	2387
Assistant Baseball/Softball	1562
Track	2387
Assistant Track	1469
Wrestling	2019
Assistant Wrestling	1562
Cross Country	1745
Golf	1469
Soccer	2019
Assistant Soccer	1104
Swimming	1286
Assistant Swimming	919
Tennis	1469
Volleyball	2019
Assistant Volleyball	1104
Weightlifting	919
Business Manager	2019

Cheerleader Coach	2019
Assistant Cheerleader Coach	1787
END OF HIGH SCHOOL ATHLETIC SUPPLEMENT SCHEDULE	

**MIDDLE SCHOOL ATHLETIC SUPPLEMENTS**

**DOLLAR AMOUNT**

Athletic Director	2003
Football	1727
Assistant Football	1160
Basketball	1452
Soccer	1104
Track	1104
Assistant Track	919
Volleyball	1104
Business Manager	919
Cheerleader Coach	1452
END OF MIDDLE SCHOOL ATHLETIC SUPPLEMENT SCHEDULE	

**END OF ADDENDUM B**

## ADDENDUM C

### Instructional Bargaining Unit – Description

Accelerated Literacy Learning Teacher	School Nurse
Audiologist/Itin. Teacher of the Deaf/Hard of Hearing	*School Psychologist
*Behavior Specialist	*School Social Worker
Career Specialist	School to Career/Tech Prep Articulation Coordinator
ESE Staffing and Compliance Teacher	Secondary Fine Arts Resource Teacher
ESOL Teacher Resource Specialist	Special Populations Coordinator
Florida First Start Resource Teacher	*Speech Language Pathologist
Graduation Enhancement Resource Teacher	Student Achievement Coach
Graduation Enhancement Teacher	Teacher of Adaptive Physical Education
Grant Resource Teacher (Grant Funded)	Teacher of Autism Spectrum Disorders
Grant Resource Teacher for Inclusion	Teacher of Basic Education - Academic Program
Grant Resource Teacher for Transition	Teacher of Basic Education - Summer Academic Program
*Guidance Counselor	Teacher of Career and Technical Education
Homebound Teacher	Teacher of Deaf/Hard of Hearing
Instructional Media Specialist	Teacher – Emotionally Behaviorally Disabled
Instructional Technology Specialist	Teacher of ESOL - Resource
*Instructional Trainer/Coach	Teacher of Gifted
Job Placement/Transition Specialist	Teacher – Intellectual Disabilities
K-12 Literacy Coach	Teacher of Online Courses
Learning Specialist	Teacher of Physically Impaired
Migrant Advocate	Teacher of Prekindergarten (Certified)
Parent Involvement Educator	Teacher of Science/Environmental Education
*Pasco FDLRS Resource Teacher	Teacher of Varying Exceptionalities
*Pasco FDLRS Child Find Resource Teacher	Teacher of Virtual School
Pre-School Resource Teacher - ESE	Teacher of Visually Impaired
Pre-School Resource Teacher - Prekindergarten	Teacher, Therapeutic Preschool
*Prevention/Intervention Counselor	*Therapeutic Preschool Family Specialist
Resource Teacher	Work Evaluator
<b>* Identifies Supplemented Positions</b>	

**END OF ADDENDUM C**



## **ADDENDUM D**

### **FEDERAL DRUG AND ALCOHOL TESTING PROGRAM FOR HOLDERS OF FLORIDA CLASS A OR B COMMERCIAL DRIVERS LICENSES**

The Board and Union recognize that employees who are required to hold a Class A or Class B Commercial Driver License (CDL) as a condition of employment (hereinafter referred to as covered employees) must comply with the Omnibus Transportation Employee Testing Act of 1991 (OTETA), regulations of the Federal Highway Administration contained in 49 CFR Parts 40 and 382, et. al. and Section 1012.45, Florida Statutes.

#### **Notification**

The Board shall provide all covered employees with educational materials that explain the requirements of the Program and the Board's policies with respect to meeting these requirements. Each employee who has received a copy of these materials shall be required to sign a statement certifying that he/she has received a copy of these materials.

#### **Testing**

Testing of covered employees shall be done in accordance with applicable federal and state law. The employee shall be paid his/her regular hourly rate for the time involved for such testing beyond the employee's normal working hours unless such testing results in an employee working beyond forty (40) hours that week. In such cases, the employee shall be compensated at 1-1/2 times his/her hourly rate. Refusal to report for testing when notified to do so shall be considered a positive test.

#### **Positive Test Results for Alcohol or Prohibited Substances**

If a covered employee tests .02 or .039 for breath alcohol, he/she shall be removed from performing the duties of his/her safety-sensitive position for twenty-four (24) hours. If the employee has accrued sick or vacation leave, he/she shall be entitled to use such leave during this period. A conference may be held with the employee in an attempt to determine why he/she tested .02 to .039 so as to prevent a recurrence.

If an employee tests .04 or higher for breath alcohol or tests positive for any prohibited substance, he/she shall be removed from performing the duties of his/her safety-sensitive position, and he/she shall be referred to a substance abuse professional. In addition, there will be other employment consequences which may include termination. In the event that the primary specimen confirms the presence of prohibited substances, and the employee believes there has been an error in the analysis, he/she may request that the split specimen be tested. The cost of this second analysis shall be the responsibility of the employee. However, should this analysis produce a negative result, the Board shall reimburse the employee for the cost.

#### **Reasonable Suspicion**

When a supervisor believes that a covered employee is in violation of OTETA regulations, he/she shall confer with the district OTETA administrator or designee who shall decide whether to proceed further. If the OTETA administrator or designee meets with the employee for the purpose of notifying him/her that reasonable suspicion testing will be required, he/she shall do so in conjunction with a trained supervisor. A Union representative shall be permitted to attend the meeting with the right to ask questions for the purpose of clarification. Because time is important when giving an alcohol test, the meeting will not be delayed if the Union representative is unable to be present at the specified time for the meeting to begin. During the meeting, the OTETA administrator will cite the indicators which led to the reasonable suspicion, and the employee shall be given an opportunity to give an explanation if he/she desires.

#### **Confidentiality**

Confidentiality required by OTETA regulations will be observed, and no voluntary report of a test required by these regulations shall be made to the Florida Department of Highway Safety and Motor Vehicles.

**END OF ADDENDUM D**

## **ADDENDUM E**

### **CONTRACT WAIVER REQUEST**

1. In an effort to provide an educational environment that enhances student learning, schools may explore new educational programs, instructional strategies, organizational strategies, organizational patterns, and/or other learning-related functions. Such endeavors may require some part of the Instructional Master Contract language to be waived.
2. A contract waiver must be approved whenever a program is being proposed that would alter any provisions of the Instructional Master Contract. However, the Board and Union will consider a waiver for only the following sections in Article VII:
  - a) Section L - School Day,
  - b) Section N - Non-Teaching Duties,
  - c) Section S - Teaching Assignments and Duties, or
  - d) Section V - Miscellaneous.
3. Should a school pursue such a waiver, the procedures as stipulated below shall be followed.

#### **Notification Requirements:**

- a) As soon as possible but no later than February 1, the principal must submit the Notification Form (Appendix C) to the USEP President, the Director of Employee Relations, and the faculty that a study is being undertaken of a program or activity that, if implemented, may alter language in the Instructional Master Contract as specified in paragraph two (2) above.

#### **Approval Process**

- 1) The Principal, Director of Employee Relations, and the President of USEP shall mutually determine and agree on the teachers whose contractual rights will be affected by the proposed contract waiver and, therefore, eligible to vote.
  - 2) A secret ballot will be held under the supervision of the principal of the school and the Director of Employee Relations/designee, and President of USEP/designee. The principal, President of USEP and Director of Employee Relations shall agree to the date, time, method of the vote, and procedures for absentee ballots. The affected teachers in the bargaining unit, the President of USEP, and the Director of Employee Relations will be given three (3) days' advance notice of the voting date. A ballot must be given to each teacher eligible to vote and each teacher shall be given the opportunity to cast such ballot. Approval by seventy-five percent (75%) of the teachers eligible to vote is required. A valid vote shall not be rescinded.
  - 3) The final proposal of the program/project shall be presented to all bargaining unit members at the school and fully explained by the principal. The teachers in the bargaining unit, the President of USEP, and the Director of Employee Relations will be given five (5) days' notice of such meeting. At least five (5) days prior to the explanatory meeting, the principal shall provide teachers affected by the proposed contract language to be waived, a written copy of the proposed plan which describes the proposed modifications to terms and conditions of employment for those teachers affected.
  - 4) The Principal shall submit the Waiver Request Approval Form (Appendix D) to the Director of Employee Relations and the President of USEP if seventy-five percent (75%) of the ballots in two (2) above are in favor of the waiver.
  - 5) Any challenge of the voting process, procedure, or results will be referred to the President of USEP and the Director of Employee Relations for a resolution.
  - 6) A "No" vote will require waiting until the next school year before starting the waiver process again.
  - 7) Upon approval by the USEP President and the Director of the Department of Employee Relations, contract waivers may be granted for up to one (1) year and shall be non-precedent setting.
4. To renew a Contract Waiver, the school must follow the steps in number three (3) the Notification Process and Approval Process above.
  5. The Waiver Request must be submitted to the Director of the Department of Employee Relations and the President of USEP before May 1.

6. If specified in the Waiver Request, an evaluation of the program shall be conducted to continue the waiver for its duration.
7. For vacancies that will be in effect during the Contract Waiver period, notification and explanation of a Contract Waiver that is in effect must be included in all job postings and interviews.
8. No programs shall exist which are not in compliance with contract language or which have not been approved by this process.

#### **END OF ADDENDUM E**

### **ADDENDUM F**

#### **REASONABLE SUSPICION DRUG TESTING PROGRAM**

As part of its commitment to safeguard the health of its employees, to provide a safe place for its employees to work and our students to attend, and to promote a drug-free working environment, the Pasco County School Board (Board) has established this Reasonable Suspicion Drug Testing Program (Program) relating to the abuse of drugs (including alcohol) by its employees.

This Program has been prepared so as not to conflict with public policy, and, further, not to be discriminatory or abusive. The ultimate goal of the Program is to balance the Board's respect for privacy with its need to keep a safe, productive, drug-free environment. Reasonable suspicion drug testing shall be required by a supervisor or designee, outside the bargaining unit, who has been trained for at least sixty (60) minutes on alcohol misuse and an additional sixty (60) minutes on controlled substance misuse. All test results will be kept confidential to the extent allowed by law.

Employees who engage in prohibited drug related conduct as verified by the testing results must be immediately removed from duty.

Any employee who is in violation of the Program shall be subject to discipline up to and including dismissal or required to participate in and complete a drug-abuse or alcohol rehabilitation program (rehabilitation program) as a condition of continued employment. The opportunity to participate in a rehabilitation program as a condition of continued employment will be offered only to employees who test positive for drugs or alcohol and who have not been previously found to be in violation of any provision of this Program. The employee is responsible for all costs associated with the rehabilitation program and will provide evidence of satisfactory completion of all phases and terms of the rehabilitation program to the Board. The rehabilitation program will include the involvement of a Substance Abuse Professional (SAP) approved by the Board. The SAP will evaluate the employee and make recommendations relative to fitness to return to work, appropriate education, treatment, follow-up tests, and aftercare. The employee will sign an authorization and release of information form allowing the SAP to release, and the Board to obtain, information relative to the employee's progress in the rehabilitation program. The employee will be on leave pending the successful completion of the rehabilitation program. The employee may use accrued sick leave during this period if available; otherwise, the leave will be unpaid. Upon completion of the rehabilitation program, the employee will be returned to work in a position similar to the position held when the violation occurred and for which he/she is qualified in the judgment of the Superintendent. An employee returning to work following successful completion of a rehabilitation program will be subject to random unannounced follow-up testing for one calendar year or longer if required by the SAP as part of the rehabilitation program.

The provision allowing entry into a rehabilitation program does not preclude the employee from being disciplined for other violations of the Program or other behaviors which would otherwise subject the employee to discipline up to and including termination of employment. These other behaviors include an employee's actions or behaviors at the time suspected drug or alcohol misuse is determined.

When a meeting is called to inform an employee that reasonable suspicion testing is required, a Union representative shall be permitted to attend the meeting with the right to ask questions for the purpose of clarification. Because time is important when giving tests, the meeting will not be delayed if the Union representative is unable to be present at the time specified for the meeting to begin. During the meeting, the supervisor calling the meeting will cite the indicators, which led to the reasonable suspicion, and the employee shall be given an opportunity to give an explanation if he/she desires.

Any employee who is discharged from the rehabilitation program for unsuccessful participation will be recommended for termination from employment. Any employee who is in violation of the Board's Program a second time will be recommended for termination.

**Definitions**

“Drug” is defined as: alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph. Employees tested under reasonable suspicion testing shall be tested for the following drugs: cannabinoids, cocaine, opiates (morphine), amphetamines, phencyclidine (PCP), and alcohol.

**Notification**

Prior to implementation, the Board will provide all employees with an orientation that includes educational materials that explain the requirements of this program and the Board’s policies with respect to these requirements. Each employee who has received these materials shall be required to sign a form certifying that he/she has received a copy of the materials.

An employee may be subject to a drug screening test under any of the following circumstances:

1. Where there is a finding of reasonable suspicion based on specific facts and inferences reasonably drawn from these facts in light of experience which would lead a prudent person to reasonably suspect that the employee was under the influence of illegal drugs or alcohol.
2. When an employee’s conduct or appearance is directly observed or perceived as indicative of being under the influence of a drug or alcohol during work time. It is the Board’s intention that such an observation be made by two or more supervisors trained in alcohol and controlled substance misuse before requiring a reasonable suspicion drug test. However, this is not a requirement.
3. When an employee is found in possession of suspected illicit drugs or drug paraphernalia, or when suspected illicit drugs or paraphernalia are found in an area controlled or used exclusively by the employee.
4. As part of a rehabilitation program or as specified in the agreement.
5. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on school board property.

**Testing**

Testing of employees shall be done in accordance with the applicable federal and state law.

Refusal to submit to a drug screening test is defined as:

1. failing to provide adequate breath for alcohol testing without a valid medical explanation;
2. failing to provide adequate urine for drug testing without a valid medical explanation;
3. engaging in conduct that clearly obstructs the testing process; or
4. tampering with a drug test.

Failure to comply or provide an adequate urine or breath sample, absent a documented and verified medical excuse, shall be determined to be a positive test result.

**Follow-up Testing**

Should the employee successfully complete the drug-abuse or rehabilitation program, the employee, upon returning to work, shall be subject to follow-up drug or alcohol testing as determined by the SAP or as specified in this agreement.

This program will take effect on September 1, 2008.

Employees in safety sensitive positions covered by provisions of the Omnibus Transportation Testing Act (OTETA) as outlined in Addendum D of this agreement are not subject to this program.

**END OF ADDENDUM F**

## **ECONOMIC PROPOSAL**

### **Instructional Economic Proposal 2011-2012**

Due to the fourth year of severe financial crisis in the State of Florida, education funding for all school districts continues to suffer. In addition, most school districts, including Pasco County, face fewer student enrollments than projected, thus further exacerbating funding shortfalls. Again State education funding formulas included nonrecurring funds that are not guaranteed beyond this school year, leaving school districts and school employees facing decreased revenues. Therefore, in light of these unprecedented financial circumstances, the District and Union have agreed to the following economic components in an effort to preserve jobs and benefits.

#### **1. Salaries**

##### **a) Salary Schedules**

- 1) Teachers will continue to be paid at their 2010-2011 base salary level for 2011-2012 plus any supplemental salary earned during 2011-2012. Salary schedules will be adjusted to reflect that eligible teachers receive a year of experience credit; however, salary schedule steps will reflect annual compensation at 2010-2011 levels.
- 2) All compensation under the Pasco Service Incentive (PSI) will remain at the 2010-2011 levels. Therefore, the \$1,000 PSI will not be implemented, and teachers on PSI will receive the same salary as 2010-2011. For teachers who would otherwise be eligible for PSI for the first time during the 2008-2009 through 2011-2012 school years, the \$1,000 PSI will not apply, and such teachers will receive the same salary as 2010-2011.

##### **b) Supplement Schedule amounts will remain the same as 2010-2011.**

- c) The intent of this proposal is to maintain teacher salaries at 2010-2011 salary levels. Should there be any deviations from this premise during implementation, the Board and the Union are authorized to correct these deviations. In addition, should the District's budgetary status improve during the 2011-2012 school year, the Board and the Union agree to meet to examine the possibility of compensation improvements.

#### **2. Fingerprint Retention Fees**

The Board will continue to pay fingerprint retention fees for teachers, estimated to be \$49,964 for the 2011-2012 school year.

#### **3. Budgetary Committee**

The Superintendent and Union President will mutually determine whether to continue the Budgetary Committee for the 2011-2012 school year. In the event, the Budgetary Committee is continued, the Superintendent and Union President will mutually agree to how the committee will function and membership selection, however the School Board may designate one member of the community to serve on the committee.

#### **4. Furlough Days**

In an effort to help balance the District's budget this year, the Board and the Union agree that all teachers shall be furloughed two (2) days during the 2011-2012 school year. One of these days shall be a student contact days, and the exact days of both furlough days shall be mutually agreed upon by the Board and the Union by September 2, 2011.

In order to minimize the financial impact of these furlough days on employee paychecks, the District school begin deducting an equal prorated amount of this day from remaining paychecks scheduled for the 2011-2012 school year. To further minimize the financial impact to the employees as much as possible, these deductions shall begin prior to ratification of this agreement.

The Board and Union also agree that they will regularly meet to continuously review the financial condition of the District, including potential savings from a variety of sources including but not limited to health insurance utilization, to determine if these furlough days can be reimbursed to employees. It is not intended that savings from these furlough days be set aside to offset any anticipated shortfall for the 2012-2013 school year.

#### **5. Fringe Benefits**

The Board agrees to contribute \$5,973.27 (an increase of \$173.98 over the 2010-2011 levels) per eligible employee toward the cost of the health insurance benefit package for the 2012 insurance plan year. The Board's contribution will be used to pay those premiums associated with the fully-insured benefits contained in the health insurance benefit package, to pay all claims incurred and associated with the self-insured benefits contained in the health

insurance benefit package, and to contribute towards the insurance reserve account for the self-insured benefits contained in the health insurance benefit package.

Should there be any surplus once the District has set aside funds to pay all fully insured premiums, all self-insured incurred claims, all administrative costs associated with the health insurance benefits package, and contributed to the insurance reserve account, then such surplus will be applied first to offset furlough days, then applied towards the insurance reserve or costs for the 2013 plan year as determined by the District Insurance Committee. Should increases costs for the products and services contained in the health insurance package require an additional District contribution in excess of the additional \$2.5 million operating dollars budgeted for the 2012 benefit year, the Board and Union will meet to decide how to balance any such deficit.

In addition, the alternative “opt-out” program shall be provided to bargaining unit members with existing coverage who do not choose one of the Board-approved health insurance plans. The amount of this “opt-out” will be \$1,200.

## **MEMORANDUM OF UNDERSTANDING**

### **Differentiated Accountability**

In 2008, Florida was selected by the U.S. Department of Education to participate in a Differentiated Accountability (DA) Pilot program. The DA program has since become law and State Board of Education Rules have been promulgated to facilitate implementation. The state’s DA model creates a tiered approach to working with schools to increase student achievement. Within the state model, schools fall into a matrix of categories based on a given school’s achievement. Support and assistance are then provided to the school based on that school’s needs. The robustness of the required interventions depends on where the school falls on the DA matrix. Because each school’s DA classification can change from year to year, the Board and Union agree to the following relative to schools that fall within the DA matrix:

#### **Teacher Evaluation and Transfer**

For any school falling within the DA Matrix, teacher evaluations must be primarily based on student achievement. The Board and the Union agree to continue with the development, implementation, monitoring, and modification of a new teacher evaluation system that meets the requirements of DA, the School Improvement Grant (SIG), Race to the Top (RTT), and Senate Bill 736 (Student Success Act).

In addition to any requirements established by the Student Success Act, teachers at schools identified by the state as being in the “Lowest 5%” of schools statewide, schools in “Prevent II” earning a grade of “D,” schools in “Correct II” earning a grade of “D” or “F,” or schools in “Intervene” who receive an overall summative evaluation rating of “unsatisfactory” for the 2011/2012 school year, shall be subject to involuntary transfer into another position for which they are qualified in the judgment of the Superintendent.

The District will provide assistance in securing a transfer for the 2012/2013 school year to teachers at schools identified by the state as being in the “Lowest 5%” of schools statewide, schools in “Correct II” earning a grade of “D” or “F,” or schools in “Intervene” status, who provide a written request to their school principal by April 16, 2012.

#### **Differentiated Pay and Recruitment/Incentive Pay**

In addition to the differentiated pay provisions contained in Addendum A, Section 2 of the Instructional Master Contract, teachers working at schools identified by the state as being in the “Lowest 5%” of schools statewide, schools in “Correct II” earning a grade of “D” or “F,” or schools in “Intervene” will receive a \$500 supplement if he/she satisfies the following criteria:

- He/she must be employed at a qualifying school on or before October 10, 2011.
- He/she must remain employed at a qualifying school through the end of the school year, June 7, 2012.
- He/she must be in a paid status at a qualifying school for a minimum of ninety-nine workdays during the 2011/2012 school year.
- He/she must participate in one (1) of at least two (2) parent involvement/conference evenings per semester, if required.

#### **Performance Pay**

For the 2010/2011 school year, performance pay was provided to teachers and instructional coaches at RHS, through the SIG. Eligibility for performance pay was determined by utilizing the state adopted value-added model for the FCAT.

For the 2011/2012 school year, performance pay supplements will be provided for teachers at schools identified by the state as being in the “Lowest 5%” of schools statewide, schools in “Correct II” earning a grade of “D” or “F,” or schools in “Intervene” status. For the 2011/2012 school year, eligibility for performance pay will be determined using by utilizing the summative results of the District’s new teacher evaluation. The amount of performance pay supplements for teachers at qualifying schools will be as follows:

1. Any qualifying teacher who receives an overall summative evaluation rating of “Effective” will be eligible for a \$600 supplement.
2. Any qualifying teacher who receives an overall summative evaluation rating of “Highly Effective” will be eligible for a \$800 supplement.

#### **Extension of the Student Learning Day**

Schools identified by the state as being in the “Lowest 5%” of schools statewide are required to extend the learning day for students. For any school falling into this category, the Board and Union agree to meet and discuss implementation and negotiate as required.

#### **Monitoring of this Memorandum of Understanding**

In order to facilitate the flow of information and to help resolve concerns that may arise as part of the implementation of this MOU, the District and Union agree to include discussions about DA as part of their ongoing planning related to teacher evaluations, performance pay, RTT, and the Student Success Act.

#### **Agreement Contingent Upon Department of Education Approval**

For 2011/2012, all funds used to implement the above provisions will come from SIG and RTT dollars, and not from general revenue sources that would otherwise be available for salary increases. Moreover, the provisions contained within this Memorandum of Understanding are contingent upon continued state funding and approval of RHS’s SIG application, and the District’s DA action plan. Should the state require modification to either the SIG application or the District’s DA action plan, the Board and the Union will meet to determine what modifications to this MOU, if any, are required to bring the District into compliance.

#### **Identified Schools for the 2011/2012 School Year**

For the 2011/2012 school year, Lacoochee Elementary School, Gulf Highlands Elementary School, Hudson Elementary School, and James Marlowe Elementary School were identified as being in “Correct II” earning a grade of “D” or “F” or as schools in “Intervene” status. The District does not currently have any schools identified as being in the “Lowest 5%” of schools statewide; however, as a result of receiving SIG funding, RHS has met the criteria established for the schools in this category.

### **MEMORANDUM OF UNDERSTANDING**

#### **Electronic Availability and Printing of Agreement**

The Board and Union agree for the 2011-2012 school year, following ratification, that all Agreements and addenda will be available on the Board’s and Union’s respective websites. The Board and Union also agree to mutually determine the number of copies of the Agreement to be printed. For the 2011-2012 school year, the Board will be responsible for the printing of the Agreement. The parties shall also agree to the distribution, size, and format of the copies.

This memorandum supersedes provisions relative to the printing and distribution of the Agreement found in Article III, Section A, paragraph 9 of the Instructional Master Contract.

### **MEMORANDUM OF UNDERSTANDING**

#### **Electronic Job Advertisements/Vacancy Notices**

The Board and the Union agree that for the 2011/2012 school year, all job advertisement/vacancy notices shall be available on the District’s website. The current process of providing printed electronic job advertisements/vacancy notices shall be suspended, and this memorandum shall supersede any current language requiring printed job advertisements/vacancy notices. The Board and the Union agree to begin implementation of this MOU in anticipation of ratification, and agree to meet during the year to discuss any issues or concerns that arise as a result of this memorandum.

## **MEMORANDUM OF UNDERSTANDING**

### **Electronic Personnel Directory**

The Board and Union agree that for the 2011-2012 school year an electronic directory of all personnel will be available on the district's internal network. This directory will list employees alphabetically by school or department and will be updated regularly. The availability of this directory will replace the distribution of a paper copy of a directory distributed in prior years.

A minimum of ten (10) printed directories will be provided to each worksite to be available for employee use. One copy will be located in the employee lounge, media center or other centralized area for non-school worksites, FNS area and one copy will be located in the custodial area in each worksite. USEP will be provided with thirty (30) directories for its use. The principal or worksite supervisor will inform employees of the arrival and locations of such directories.

Copies of this electronic directory or paper directory will not be distributed to any outside parties for commercial or solicitation purposes, except as required by law.

This memorandum supersedes provisions relative to the printing and distribution of the Agreement found in Article III, Section A, Paragraph 8 of the Instructional Master Contract.

## **MEMORANDUM OF UNDERSTANDING**

### **Elementary and Secondary Education Act/No Child Left Behind Impact on Instructional Staff**

In an attempt to minimize the impact of the Elementary and Secondary Education Act (ESEA)/No Child Left Behind (NCLB) Act on instructional staff, the Board and Union agree to the following provisions.

1. It is the Board's intent to keep teachers who are currently "highly qualified" in positions for which they hold a temporary or professional certificate with appropriate coverage.
2. The Board shall make every effort to minimize the number of core academic subject areas for which a teacher must obtain a temporary or professional certificate with appropriate coverage.
3. The Board shall provide at no cost to the teacher, staff development opportunities for those teachers seeking to add the reading endorsement to their certificate and shall give priority to those teachers identified as needing the reading endorsement.
4. The Board shall provide reimbursement for subject area examination fees at the regular administration rate to teachers attempting to become "highly qualified." The Board shall also provide individual teachers reimbursement for a second attempt at passing a specific subject area examination if the teacher is unsuccessful on the first attempt.
5. No new teachers will be hired to fill an advertised position vacancy until all current teachers who do not meet the ESEA/NCLB "highly qualified" definition are provided the opportunity to apply for and be interviewed for the position; provided they hold either a temporary or professional certificate with appropriate coverage.
6. Teachers wishing to transfer under this provision will make their interest known to the principal within the advertised period and will identify that they are seeking assignment priority in accordance with this Memorandum of Understanding. The Board shall give priority to such current teachers over outside applicants when filling vacant positions. Such priority will not supersede priority for involuntary or voluntary transfers resulting from staff reduction.

## **MEMORANDUM OF UNDERSTANDING**

### **ESE Task Force**

The Board and Union agree to focus on improving the current inclusionary practices in our schools. To this end, the joint district-union task force established in the 2005-2006 school year to seek improvement in these various models will continue during the school year. Areas to be addressed will include, but not be limited to, the ratio of ESE/Basic Ed students, initial training for teachers involved (both Basic Ed and ESE), consultation services, resource pull-out and overall ongoing training and support services required to ensure the best educational setting for teachers and students. All agreed upon recommendations will be presented to the Superintendent and the President of USEP no later than May 1.



**MEMORANDUM OF UNDERSTANDING**  
**Florida's K-12 Comprehensive Research-Based Reading Plan and**  
**Professional Development Protocol Standards**

For the 2005-2006 school year, all districts were required to submit a plan as part of the proviso language which met the Florida Department of Education criteria in order to be eligible for reading and staff development categorical funding. The District School Board of Pasco County's designated amount was approximately \$2 million.

In response to the state requirements of the K-12 Comprehensive Research-Based Reading Plan and Florida's Professional Development Protocol Standards, the Board and the Union have agreed to the following in order to meet state mandates.

Part of the state criteria requires all teachers to meet weekly in teams comprised of teachers from core subject areas, reading teachers, and various other support personnel. These problem-solving teams will work on the following, but are not limited to:

- examining and utilizing data to identify student needs,
- developing materials, lessons, and strategies to improve student reading performance,
- planning for classroom activities that support reading improvement,
- conducting reading-related research,
- implementing delivery models,
- obtaining/providing peer coaching,
- reviewing implementation strategies and evaluating impact on student achievement, and
- conducting follow-up activities.

Weekly meetings will be designed for all teachers to meet the needs of their students. Weekly meetings may vary in length but should not be required to exceed forty (40) minutes. Teams will have the flexibility to schedule their meetings during planning time within the student day or scheduled work time before or after the student day, contingent upon principal approval. With the consent of the principal, teams may alter the length of meetings or restructure their work schedules to accommodate meeting times or to provide additional staff development opportunities. Teachers will continue to receive two uninterrupted fifty-minute blocks to plan for their specific classroom activities in accordance with Article VII, Section S-15 of the *Instructional Master Contract*. At the elementary school level, these fifty-minute blocks will be implemented before or after the student day. Additionally, the planning day at the end of each quarter will be protected from required staff development.

The Board and Union understand that incorporating staff development and required weekly meetings into the teachers' regular work week impacts the amount of time teachers have to conduct other activities related to their teaching assignments; therefore, principals shall seek to further minimize non-teaching assignments, including but not limited to committees, faculty meetings, and duties. Further, a school-based work group consisting of teachers and an administrator, will be established to identify, evaluate, and recommend for a faculty vote those committees to be retained or eliminated for that school year. This work group will meet during the first three weeks of school and make its recommendation(s) as soon as possible, but no later than the deadline for the first progress report. This work group will meet during the school year, as needed, to evaluate the decisions made and will reconvene at the end of the school year to determine the following year's committees.

In order to meet the K-12 Reading Plan mandate, teachers will be required to submit one goal for their Individual Professional Development Plans (IPDP) that addresses improving student reading. Teachers will be provided the opportunity to earn approved staff development points as part of the weekly meetings and the implementation of the K-12 Reading Plan. In accordance with Florida's Professional Development Protocol Standards, teachers must successfully complete all staff development requirements, including reasonable follow-up activities and documentation to be awarded staff development points.

In order to recognize the time commitment required of teachers within their regular work schedule to participate in weekly meetings and conduct follow-up requirements of the K-12 Reading Plan and Florida's Professional Development Protocol Standards, the Board and Union agree to eliminate the requirement to attend the two scheduled staff development days with negotiated salary increases for the 2005-2006 school year being built upon the salaries reflected in the 2004-2005 teacher salary schedules.

For the 2011-2012 school year, stipends may be provided to teachers who voluntarily attend staff development on the two scheduled staff development days if funds are available. Some previously scheduled staff development may still be offered on a voluntary basis with no stipend attached. The Board remains committed to providing teachers

with opportunities to participate in relevant high-quality staff development, will continue to offer staff development throughout the calendar year, and will explore the feasibility of scheduling at least two non-workdays for teachers within the student calendar for teachers to attend voluntary staff development.

The Board and Union will meet as necessary to, review the district's professional development programs, and identify potential impacts of various state and federal protocols/regulations and required programs.

## **MEMORANDUM OF UNDERSTANDING**

### **Implementation of the Student Success Act for the 2011-2012 School Year**

The Board and the Union have agreed to the following in an effort to comply with the Student Success Act passed by the Florida Legislature during the 2011 legislative session. The parties have been compelled by law to negotiate this language, despite ongoing concerns over the timelines mandated for implementation and lack of funding. This memorandum will supersede sections of the current collective bargaining agreement, where indicated, to comply with the Student Success Act. All references to the Race to the Top (RTTT) program reflect those components of the federal grant that are consistent with the implementation of the Student Success Act.

#### **A. Definitions**

1. The term state assessment shall refer to any standardized state approved student assessment for a given course or subject.
2. The term district assessment shall refer to any standardized district created and/or adopted assessment for a given course or subject.
3. The term value added model shall refer to any formulae adopted by the state for the purpose of measuring student learning growth for summative evaluation purposes.
4. The term student learning growth shall refer to the percentage of students who meet or exceed the learning goal established by a state approved value added model.
5. The term three years of data shall refer to the current year plus the two immediately preceding school years of student growth measures.
6. The term teacher observation instruments shall refer to the forms and rubrics developed by Dr. Robert Marzano and adopted and/or modified by the District for teacher evaluation purposes. These Marzano forms are:
  - a. Rubrics – Lesson Segments Involving routine Events (5 components)
  - b. Rubrics – Lesson Segments Addressing Content (18 components)
  - c. Rubrics – Lesson Segments Enacted on the Spot (18 components)
  - d. Planning Conference – Structured Interview form (Pre-Conference)
  - e. Reflection Conference – Structured Interview form (Post-Conference)
7. The term formal observation shall refer to extended classroom visits by administrators to document a teacher's use of the classroom behaviors and strategies identified on the teacher observation instruments.
8. The term scorable element shall refer to a classroom behavior or strategy that was used, or should have been used, by a teacher during an observed lesson.
9. The term iObservation shall refer to the online instructional and leadership improvement system that the district has acquired to provide a technological platform for the new teacher evaluation system.

#### **B. Summative Evaluation Components**

For the 2011-2012 school year, the teacher evaluation system shall consist of two components:

1. Core Effective Practices Score – This component represents fifty percent (50%) of a teacher's summative evaluation. The Core Effective Practices Score is generated through administrative observation of a teacher's classroom using the teacher observation instruments.
2. Student Growth Measure Score – This component represents fifty percent (50%) of a teacher's summative evaluation. The Student Growth Measure Score is generated by the state and represents the percentage of students who meet or exceed the learning goal established by the appropriate state approved value added model.

#### **C. Core Effective Practices Score**

The District has selected the state approved Marzano Causal Teacher Evaluation Model for the purposes of evaluating the quality of teachers' instructional practices. The District shall utilize the teacher observation instruments provided as part of this model.

#### **D. Administrative Observations**

1. For the 2011-2012 school year, all teachers other than teachers new to the District or teachers pursuing their certification shall be formally observed two (2) times. Teachers new to the District and teachers

pursuing their certification shall be formally observed a minimum of three (3) times during the 2011-2012 school year. For teachers new to the District, the District will use the first and third observations/evaluations when determining summative scoring and ratings.

2. Teachers must be employed during the entire observation window for his/her respective position in order to be observed during that window. Teachers on approved extended leave (20 or more days of consecutive leave) during an observation window will not be observed during that window. Teachers who transfer schools during an observation window will be observed during the observation window.
3. Additional observations may occur at the request of the school administrator or the teacher, provided the frequency of observation is reasonable. For the 2011-2012 school year, additional teacher requested observations will only occur if the teacher would otherwise receive a rating of "Developing/Needs Improvement" or "Unsatisfactory" on the Core Effective Practices portion of his/her summative evaluation. A teacher requesting such an additional observation may also request to be observed by a different administrator, however the assignment of administrators for teacher observations will be at the principal's decision.
4. Should a teacher improve his/her summative Core Effective Practices Score between the first and final formal observations, the final formal observation score shall be utilized, and any prior formal observation scores shall not be utilized in the calculation of that teacher's summative Core Effective Practices Score for that teacher's 2011-2012 summative evaluation. For the 2011-2012 school year, should a teacher's summative Core Effective Practices Score decline between the first and final formal observation, the summative evaluation score from the two formal observations shall be averaged together and rounded up to the nearest whole number.
5. Prior to a formal observation, the observing administrator will conduct a pre-observation conference with the teacher to be observed. The teacher shall be given at least one full workday notice of the pre-observation conference and the date of the formal observation. Principals will consider teacher input when scheduling pre and post conferences and observations. At the conclusion of a formal observation, a post-observation conference will be conducted. The observed teacher will be given either a paper or electronic copy of the observation form and initial observer ratings prior to the post-observation conference being conducted. If the observed teacher does not receive the observation form at least one full workday in advance of the post-observation conference, the observed teacher may request to reschedule the post-observation conference. Post-observation conferences will be conducted within ten (10) days of the formal observation. The focus of feedback during post-observation conferences will be specific to the teacher's strengths and areas where improvement can be made. Teachers will be provided access to all documents associated with formal observations of their performance.
6. For the 2011-2012 school year, all classroom teachers of K-12 regular standards and Adult Education students will be observed using the same observation instrument. All classroom teachers of non-K-12 regular standards students will be observed using a modified observation instrument specific to the area the teacher is providing instruction within (i.e. Pre-K, Special Standards ESE, etc.). All non-classroom teachers will be observed using a single alternative observation instrument. Teachers being observed using the modified or alternative observation instruments shall be provided the opportunity to be oriented to their respective observation instrument and to ask any questions they may have regarding the instrument prior to or during the pre-observation conference. Upon request, the District will provide a list of all instructional areas of assignment and the observation instrument to be used for each.
7. The District has contracted with Cambridge Education to provide training and support, and to ensure inter-rater reliability between administrators. Only administrators certified through the District's observer training program will be responsible for the formal observation and/or evaluation of teachers. The District will conduct quality assurance reviews and monitor evaluator performance to help ensure consistency of teacher evaluation results.
8. It is expressly understood that there is no expectation that all forty one (41) classroom behaviors and strategies contained in Domain 1 of the Marzano Causal Teacher Evaluation Model will be observed. It is also understood that teachers will be evaluated based upon the number of scorable elements observed and the quality at which the classroom behaviors and strategies are demonstrated by the teacher. The "Not Used" rating shall be utilized only when an indicator is clearly warranted but not utilized by a teacher during an observed lesson and is documented on the observation instrument and discussed at the post-observation conference.
9. Beginning with the second semester of the 2011-2012 school year, the District shall utilize iObservation to record their observations and evaluation data.

- a. Administrators will enter formal observation data into iObservation. Administrators may continue to use hand-written forms and notes provided these forms and notes are transcribed into iObservation. Any such hand-written forms and notes shall be maintained by the observing administrator for at least thirty (30) days after the post conference. Teachers shall be provided copies of these forms and notes if requested.
  - b. "Self-Assessments" shall be voluntary. No teacher shall be required to provide copies of, or access to, his/her "self-assessment."
  - c. "Peer-Assessments" shall be voluntary and shall require express permission of the peer teacher being observed. No teacher shall be required to provide copies of, or access to, this peer observation.
  - d. The "Collaborate" and "Group" discussion features on iObservation may be considered public records. Teachers shall adhere to the District's Electronic Network Usage policy and the School Board Policy regarding "Respect and Civility" when using these features.
  - e. It is recommended, but not required, that teachers complete the "pre and post" conference forms.
  - f. Any required changes to a teacher's formal observation that cannot be made directly into iObservation at the school level shall be initialed/signed by the teacher and administrator prior to being submitted. The teacher shall be provided a copy of the rating change submission and notified once any needed changes are finalized.
10. Subject to negotiations, for the 2012-2013 school year and beyond, the District will incorporate Domains 2, 3, and 4 of the Marzano Causal Teacher Evaluation Model into the Core Effective Practices Component. The summative value of this Core Effective Practices component will then be reduced to 30% of a teacher's overall summative evaluation score. For the 2012-2013 school year and beyond, the District will incorporate a Deliberate Practice Component that will comprise 20% of a teacher's overall summative evaluation score. The Deliberate Practice Component will be tied to each teacher's Individual Professional Development Plan, and will be designed to monitor a teacher's efforts towards meeting his/her professional goals.
  11. Absent extenuating circumstances, administrators are expected to recuse themselves when clear conflicts of interest exist and shall not be assigned to evaluate a teacher if that administrator's child is assigned to that teacher.

#### **E. Continuous Professional Improvement**

Feedback on a teacher's instructional practices will be provided verbally and/or in writing throughout the school year, and will be used by administrators and teachers as part of the individual professional development plan process. This process will be continued in future years and added to each teacher's final summative evaluation as the Deliberate Practice Component.

#### **F. Notification of Performance Deficiencies in Core Effective Practices**

The formal observation cycle has been designed to incorporate the elements of the NEAT process into the post-observation conference and reflection process. In the event that a principal feels a teacher is performing at an "Unsatisfactory" or "Developing/Needs Improvement" level, the procedures outlined in Article VII, Section H-6 shall be implemented to the extent they are not included or already covered by the formal observation cycle. Teachers are entitled to union representation in meetings scheduled outside of the formal evaluation/observation cycle to discuss the teacher's performance/evaluation.

#### **G. Informing Teachers About the Evaluation Process**

1. All teachers receive training in the common language of instruction, Learning Focused Strategies that serves as the foundation of the Marzano Causal Teacher Evaluation Model. Any teachers new to the District will be provided this training. For the 2011-2012 school year, all teachers were provided a copy of Dr. Marzano's Handbook for the Art and Sciences of Teaching. The District is also developing and distributing monthly awareness podcasts that can be utilized by school based administrators to orient teachers to the new teacher evaluation process.
2. The District's Staff Development Department is developing and providing online courses for teachers centered around Dr. Marzano's Art and Sciences of Teaching and the nine (9) design questions that form the basis of the formal observation instruments. The Superintendent also scheduled eighteen (18) regional meetings across the district during the 2011-2012 school year to enable teachers to learn more about the new teacher evaluation system and to have their questions answered.
3. For the 2011-2012 school year, the timelines for explaining and discussing the assessment process specified in Article VII, Section H-1, shall be held in abeyance.

## **H. Student Growth Measure Score**

1. For the 2011-2012 school year, student growth will be measured using FCAT value added model learning gains in reading and/or mathematics for students in grades four (4) through ten (10), as appropriate by content area of instruction. Should the value added model formula for Algebra I become available during the 2011-2012 school year, those value added model learning gains will also be utilized.
2. Teachers of students not assessed by the FCAT, will use school-wide reading and mathematics value added model learning gains.
3. Secondary teachers who teach multiple content areas will use the value added model learning gains applicable to the content area they teach for the majority of the day (i.e. three (3) or more periods). Secondary teachers who do not teach a single content area for three (3) or more periods a day will use school-wide value added model learning gains.
4. Itinerant teachers assigned to two (2) schools, shall use an average of the school-wide value added model learning gains for his/her assigned schools. Itinerant teachers assigned to three (3) or more schools shall use district-wide value added model learning gains.
5. Teachers who take an extended leave of absence for nine (9) or more weeks prior to the administration of the FCAT for the 2011-2012 school year, shall use either the school-wide or district-wide value added model learning gains appropriate for his/her teaching assignment.
6. The District will measure value added model student learning gains using the percentage of students meeting or exceeding the expectations established by the state approved value added model formula(e) over a rolling three (3) year period, to include 2011-2012 school year data for the 2011-2012 evaluation process. Where less than three (3) years of value added model learning gains data is available for teachers new to the District, the data that is available will be used.

## **I. Scoring of the Summative Evaluation**

The District will use the state identified rating labels of “Highly Effective,” “Effective,” “Developing/Needs Improvement,” and “Unsatisfactory.” The District’s adoption of the Marzano Causal Teacher Evaluation Model incorporates rubrics, weighting scales, and a scoring system to define and decide a teacher’s summative evaluation rating. For the 2011-2012 school year, the following scoring system will be utilized for all teachers:

1. Core Effective Practices Component
  - a. “Highly Effective” – At least 60% of scorable elements at Level 4 (Innovating) and no scorable elements at Levels 0 and/or 1 (Beginning and/or Not Using).
  - b. “Effective” – At least 60% of scorable elements at Level 3 (Applying) or higher.
  - c. “Developing/Needs Improvement” – Less than 60% of scorable elements at Level 3 (Applying) or higher and less than 50% of scorable elements at Levels 0 and/or 1 (Beginning and/or Not Using).
  - d. “Unsatisfactory” – At least 50% of scorable elements at Levels 0 and/or 1 (Beginning and/or Not Using).
2. Student Growth Measure Component
  - a. “Highly Effective” – At least 75% of applicable students meet or exceed the expectations established by the state approved value added model(s) for a rolling three (3) year period to include 2011-2012 data.
  - b. “Effective” – At least 40% but less than 75% of applicable students meet or exceed the expectations established by the state approved value added model(s) for a rolling three (3) year period to include 2011-2012 data.
  - c. “Developing/Needs Improvement” - At least 20% but less than 40% of applicable students meet or exceed the expectations established by the state approved value added model(s) for a rolling three (3) year period to include 2011-2012 data.
  - d. “Unsatisfactory” - Less than 20% of applicable students meet or exceed the expectations established by the state approved value added model(s) for a rolling three (3) year period to include 2011-2012 data.
3. Final Score Calculation
  - a. Teachers will receive a numeric score ranging from 1 to 4, with 4 representing “Highly Effective” and 1 representing “Unsatisfactory” for both the Core Effective Practices and Student Growth Measure components.
  - b. The two numbers will be averaged together to provide the final summative evaluation score. Final scores of 3.5 and 4.0 will represent “Highly Effective;” final scores of 2.5 and 3.0 will represent “Effective;” final scores of 1.5 and 2.0 will represent “Developing/Needs Improvement;” and a final score of 1.0 will represent “Unsatisfactory.”

4. Once the final summative score and ratings are calculated, an administrator will arrange to meet with the teacher to discuss the teacher's overall summative evaluation score for the 2011-2012 school year. Any teacher receiving a summative evaluation rating of "Unsatisfactory," or any teacher receiving his/her second consecutive summative evaluation rating of "Unsatisfactory" or "Developing/Needs Improvement" will be entitled to union representation during this summative evaluation conference, and will also be provided the opportunity to participate in the Teacher Assistance Team.

**J. Teacher Contracts and Impact of the Summative Evaluation on Teachers' Contractual Status**

Effective July 1, 2011, the procedure for awarding employment contracts to teachers was amended as follows:

1. Probationary Contract – Effective July 1, 2011, each individual hired as a teacher shall be awarded a probationary contract for the first school year of his/her employment. During this probationary contract, a teacher may be terminated without cause or may choose to resign without breach of contract. A probationary contract shall be required regardless of previous employment in another school district or state.
2. Temporary Contracts – A teacher is a temporary contracted employee if he/she is employed after the beginning of the school year. It is expressly understood and agreed that neither the temporary contract teacher nor the Board owes any further contractual obligation to each other after the termination date specified in the individual teacher's contract.
3. Annual Contract – Effective, July 1, 2011, a teacher who successfully completes his/her probationary contract shall be eligible for an initial annual contract if he/she:
  - a. Holds an active professional or temporary certificate issued pursuant to Florida Statute 1021.56, and rules of the State Board of Education;
  - b. Has been recommended by the Superintendent for the annual contract, and approved for annual contract by the Board; and
  - c. Has not received an annual evaluation of "Unsatisfactory" during the probationary contract.
  - d. Was hired and worked the entire scheduled contract for the position.
4. Subsequent Annual Contracts shall be issued to a teacher for a period of no longer than one (1) school year provided the teacher:
  - a. Holds an active professional or temporary certificate issued pursuant to Florida Statute 1021.56, and rules of the State Board of Education;
  - b. Has been recommended by the Superintendent for the annual contract, and approved for annual contract by the Board; and
  - c. Has not received two consecutive annual performance evaluation ratings of "Unsatisfactory," two annual performance evaluation ratings of "Unsatisfactory" within a three (3) year period, or three consecutive annual performance evaluation ratings of "Developing/Needs Improvement" or a combination of "Developing/Needs Improvement" and "Unsatisfactory."
5. Teachers employed on an annual contract basis will continue to be considered on a probationary status.
6. Professional Service and Continuing Contract – A professional service contract is not subject to being issued after June 30, 2011. A continuing contract is not subject to being issued after July 1, 1984. If a teacher previously held a professional service or continuing contract within the state and is re-employed, the teacher will be issued a probationary contract during his/her first year of re-employment and will be eligible for an annual contract thereafter as specified above. Any teacher on a Professional Service Contract prior to June 30, 2011, shall have his/her contract renewed each year unless:
  - a. The Superintendent, after receiving the recommendations required by Florida Statute, charges the employee with "Unsatisfactory" performance and notifies the employee of performance deficiencies; or
  - b. The employee receives two consecutive annual performance evaluation ratings of "Unsatisfactory," two annual performance evaluation ratings of "Unsatisfactory" within a three (3) year period, or three consecutive annual performance evaluation ratings of "Developing/Needs Improvement" or a combination of "Developing/Needs Improvement" and "Unsatisfactory."
7. For the purposes of suspension, dismissal, or the return of a teacher to annual contract, the procedures in Florida Statute shall continue to prevail.

**K. Reduction in Force**

1. Effective July 1, 2011, Florida Statute provides that if a workforce reduction is needed, a district school board must retain employees at a school or in the school district based upon the educational program needs and the performance evaluations of employees within the affected program areas. A district school board may not prioritize retention of employees based upon seniority.

2. Should the District need to reduce the number of teachers in the District prior to the completion of the summative evaluations for the 2011-2012 school year, the provisions of Article VII, Section G shall apply with the following modifications:
  - a. Any required reductions will first be based upon teacher's 2010-2011 evaluations.
  - b. Those teachers with an unsatisfactory rating or who are on performance probation in accordance with Florida Statute 1012.34 shall be reduced first.
  - c. If additional reductions are required, the provisions of Article VII, Section G shall apply.
3. After the completion of the summative evaluations for the 2011-2012 school year, and prior to reductions in force, the Board and Union shall negotiate the procedures whereby the final summative evaluation rating shall become the basis on which reductions in force are made.

**L. Evaluation Review and Monitoring**

1. The Board and the Union agree to establish a Teacher Evaluation System Sub-Committee to be comprised of members of the Race to the Top Steering Committee mutually agreed upon by the Superintendent and President of USEP. This committee will be convened as needed to review the implementation of the new teacher evaluation system, to monitor the results of the evaluation process, iObservation, and to make recommendations for ways to modify the teacher evaluation system for compliance with applicable laws, grant requirements, and best practices.
2. The Board and the Union have reserved the right with the Florida Department of Education to amend the teacher evaluation process within the guidelines established by applicable laws, grant requirements, and the applicable collective bargaining agreement.

**M. Conformity to Law and the Instructional Master Contract**

Nothing contained herein shall be construed to deny teachers of any rights conferred by the Instructional Master Contract with the exception of the provisions contained within this Memorandum of Understanding and/or the state approved Race to the Top Teacher Evaluation Checklist submitted to the Florida Department of Education on September 30, 2011, as agreed to by both parties. Should any provision of this Memorandum of Understanding or the statutes serving as its foundation be found to be contrary to law, the provisions of Article XII, Section A shall apply.

**MEMORANDUM OF UNDERSTANDING**

**Indoor Air/Environmental Quality Issues**

The Board and Union agree to continue the work of the Indoor Air Quality Committee in an effort to develop and propose school-based and district-level procedures and standards to address indoor air quality and environmental quality issues. The committee will consider various resources which include, but are not limited to, the American Federation of Teachers (AFT) and the Environmental Protection Agency (EPA). The membership of this committee will be determined by the President of USEP and the Superintendent.

Any committee recommendations will be made to the Superintendent.

**MEMORANDUM OF UNDERSTANDING**

**Instructional Extended School Year Program – Summer of 2011**

In light of the current budget constraints, USEP and DSBPC recognize that the previous traditional summer school program cannot be funded. Therefore, the following parameters will govern the working conditions of employees who are employed to work in a summer Extended School Year program.

**PROGRAM DATES:** (Student Attendance):

June 6, 2011 – June 30, 2011 (PEACE program)

June 15, 2011 – June 30, 2011 (10 day program)

June 15, 2011 – June 30, 2011 (TECH program)

June 15, 2011 – July 20, 2011 (21 day program)

**Instructional and Noninstructional Employees**

**Filling positions:**

- Assignment to this program is voluntary.

- Each school principal will notify the staff of the program dates by April 26, 2011.
- Each employee having an interest in working in the program will submit his/her name to the school principal by May 10, 2011.
- Tentative job openings will be announced by the last student day.
- The district's Curriculum and Instructional Services (CIS) department will provide notices relative to the Pasco Environmental Adventure Camp Experience (PEACE) program and the Technology (TECH) program on or about May 11, 2011.
- Each employee having an interest in working in the PEACE and/or TECH programs will contact the CIS department by May 19, 2011.
- When it is judged that professional qualifications and ability are substantially equal among applicants for the program to be offered, district seniority shall prevail.
- When filling positions, employees within the bargaining unit shall be given priority over other applicants.
- The previous procedure to select transportation employees for the summer school assignment will continue to be used.

**Work Schedule:**

**TEACHERS:**

**10 day program (Some ESE, & Middle School) Teacher Work Schedules**

- 1 day of pre/post-planning at 7.5 hours - June 14, 2011 (hours are flexible)
- 10 days at 4.0 hours per day (3.5 hours of student instruction and .5 hour of planning)

**Total Days: 11      Total Hours: 47.5**

**10 day TECH program (Elementary & Middle School)**

- 1 day of pre/post-planning at 7.5 hours - June 14, 2011 (hours are flexible)
- 10 days at 4.0 hours per day (3.5 hours of student instruction and .5 hour of planning)

**Total Days: 11      Total Hours: 47.5**

**16 day PEACE program (Elementary, Middle, & High School)**

- 2 half days of pre-planning at 3 hours – May 26 and June 3, 2011 (hours are flexible)
- 16 days at 8.5 hours per day (student instruction)

**Total Days: 17      Total Hours: 142**

**21 day Program (Elementary)**

- 1 day of pre/post-planning at 7.5 hours - June 14, 2011 (hours are flexible)
- 21 days at 4.0 hours per day (3.5 hours of student instruction and .5 hour of planning)

**Total Days: 22      Total Hours: 91.5**

**High School Teacher Work Schedules**

**a. Credit Earning Course (1 credit):**

**Note:** Students must attend a full day (two single sessions) session to earn a credit in a required course. Therefore, teachers who teach these courses will need to work a full day session.

- 1 day of pre/post planning at 7.5 hours - June 18, 2011 (hours are flexible)
- 10 days at 8.5 hours per day (7 hours of student instruction, 1 hour of planning and .5 hour for lunch)

**Total Days: 11      Total Hours: 92.5**

**b. Credit Earning Course (.5 credit) or Non-Credit Course**

- 1 day of pre/post planning at 7.5 hours - June 18, 2011 (hours are flexible)
- 10 days at 4.0 hours per day (3.5 hours of student instruction and .5 hour of planning)

**Total Days: 11      Total Hours: 47.5**

**ESE Instructional Assistants:**

- 1 day of planning at 7.5 hours - June 18, 2011 (hours are flexible)
- 4.0 hours per day for either 10 or 22 day program.

**Total Days: 11 (10 day program)      Total Hours: 47.5 (10 day program)**  
**22 (21 day program)      91.5 (21 day program)**



**Pay Rate:**

All employees will be paid at their regular hourly rate based upon the 2010-2011 salary schedule.

**Pay Dates:**

Employees working one of the programs will be paid as listed below:

	<b>Pay Date</b>	<b>Pay/Work Period</b>
<b>10 Day Program</b>	June 30 (3 days)	June 14 – June 16
	July 8 (8 days)	June 20 – June 30
<b>16 Day Program</b>	June 23 (7 days)	May 26, June 3-10
	June 30 (4 days)	June 13 – June 16
	July 8 (6 days)	June 20 – June 30
<b>21 Day Program</b>	June 30 (3 days)	June 14 – June 16
	July 8 (4 days)	June 20 – June 23
	July 21 (8 days)	June 27 – July 8
	August 4 (7 days)	July 11 - July 21

**Sick Leave Accrual:**

Employees who work the 21 day program and high school teachers who work a full day (2 single sessions) will earn .5 day sick leave.

**Absences:**

- All 10 day program employees' absences will be without pay. These employees are not eligible to use previously earned sick leave for pay purposes.
- 21 day program employees may use sick leave.

**Substitutes:**

A regular employee who substitutes in this program will be paid his/her regular hourly rate.

**MEMORANDUM OF UNDERSTANDING****Instructional Salary Step Increases – 2011-2012 School Year**

USEP and the Board recognize the budgetary impact of the proposed state funding for the 2011-2012 school year and the increased cost of continuing to provide a comparable benefits package for employees.

Therefore, USEP and the Board have agreed to withhold the payment of steps and suspend discussion of step processing. USEP and the Board agree to resume such discussions on or about the first week of September, 2011. This period of time will provide both parties the opportunity to review Federal, State, and District financial/budgetary information including that related to steps, health insurance, early retirement incentives and other employee benefits.

**MEMORANDUM OF UNDERSTANDING****Legislation by the State and Federal Legislature**

During this school year, the Board and the Union agree to bargain any changes that are subject to collective bargaining resulting from any legislation, including but not limited to any impact of the ESEA, affecting the wages, hours, and terms and conditions of employment of bargaining unit members.

**MEMORANDUM OF UNDERSTANDING****National Board for Professional Teaching Standards Application Fee Reimbursement**

The Board and Union agree that the Board will support teachers who are seeking certification through the National Board for Professional Teaching Standards (NBPTS) by reimbursing the associated application and processing fees up to a maximum of \$315. The certification must be achieved during the 2011-2012 school year in order for the teacher to be eligible for reimbursement.

## **MEMORANDUM OF UNDERSTANDING**

### **Paperwork Reduction for Teachers**

The Board and Union agree to continue the work of the Paperwork Reduction for Teachers Committee for the purpose of exploring ways to reduce teachers' paperwork and to better utilize technology as a means of reducing paperwork, processes, and tasks. The committee may also review electronic grade book/parent communication technology implemented to determine its effectiveness in reducing paperwork, processes, and tasks, and make recommendations for improvement. The President of USEP and the Superintendent will each appoint five (5) members to this committee. The committee shall study and recommend ways to reduce, revise, and consolidate paperwork requirements with the overall intent of streamlining or eliminating as much paperwork as possible.

This committee will meet as soon as possible into the school year with initial recommendations being developed and made to the Superintendent no later than February 1st. The disposition of all recommendations made to the Superintendent will be communicated to the committee prior to April 1st.

The above deadlines may be waived by mutual agreement of the Board and Union.

## **MEMORANDUM OF UNDERSTANDING**

### **Pasco's Virtual Instruction Program**

As part of the 2009 legislative session, the Florida Legislature amended Florida Statute 1002.45 to require all Florida school districts to offer full-time virtual instruction programs for students enrolled in kindergarten (K) through grade twelve (12) and at least a part-time virtual instruction program for academic intervention programs or Department of Juvenile Justice education programs in grades nine (9) through twelve (12), beginning with the 2009/2010 school year. School districts were given the option to contract with the Florida Virtual School or establish their own Florida Virtual School franchise, contract with an approved virtual instruction provider, or enter into an agreement with another school district to allow the participation of its students in an approved virtual instruction program provided by the other school district.

To comply with the new virtual instruction program requirements, the District has contracted with vendors, including the Florida Virtual School and K12 Florida to provide full-time virtual instruction for kindergarten (K) through grade twelve (12). In addition, the District has established its own Florida Virtual School franchise in order to provide virtual instruction for students in grades K through twelve (12). To meet the requirements of legislation and fulfill student course requests, the District will utilize the curriculum provided by its vendor partners for virtual instruction courses, but will hire its own teachers to monitor, evaluate, and support student progress in those virtual instruction courses. For the 2011/2012 school year, the District will offer full-time virtual instruction positions. Part-time virtual instruction positions will continue to be offered, as needed, on an adjunct basis and in addition to a teacher's regular workday. In implementing the District's virtual instruction program for the 2011/2012 school year, the Board and the Union have agreed to the following:

#### **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 a grade of "A", "B", "C" or "D."
2. After being selected as a virtual school teacher, but prior to being assigned his/her first virtual instruction course, each teacher must complete training on providing virtual instruction through the contracted vendors. 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 the 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 so long as a teacher's regular work responsibilities are not 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 in keeping with the rules and procedures established in the contracts with curriculum providers. 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 Union.
7. Teachers will not be assigned more than two (2) virtual instruction courses per semester. Additional courses may be permitted upon mutual agreement by the District and Union.
8. Teachers will be expected to comply with the rules and procedures established in the contracts with curriculum providers.
9. Initial enrollment and registration of students will not be the teacher's responsibility.
10. The Board and the Union will meet periodically to discuss the implementation of this virtual instruction program.

**Full-Time Positions:**

1. Secondary teachers will be paid a base salary equal to 95% of the salary established by Salary Schedule 55. In addition, secondary teachers will receive 5% of the salary established by Salary Schedule 55 if at least 80% of the students assigned to the individual teacher successfully complete their virtual instruction course(s) during the 2011/2012 school year. Furthermore, secondary teachers will receive an additional 1% of the salary established by Salary Schedule 55 for each additional 1% (rounded to the nearest whole percentage point) of the students assigned to the individual teacher successfully completing their virtual instruction course(s), up to a maximum of 5% (85% of students successfully completing), during the 2011/2012 school year. Elementary teachers will be paid a base salary equal to 95% of the salary established by Salary Schedule 55. In addition, elementary teachers will receive 5% of the salary established by Salary Schedule 55 at the end of the first semester if at least 80% of the students assigned to the individual teacher have completed at least seventy-five (75) of the one-hundred and sixty (160) instructional lessons, and have achieved "mastery" (at least 75% proficiency) on all advisory level assessments completed during the first semester of the 2011/2012 school year. Furthermore, elementary teachers will receive an additional 1% of the salary established by Salary Schedule 55 for each additional 1% of students (rounded to the nearest whole percentage point) assigned to the individual teacher who are successfully promoted, up to a maximum of 5% (85% of students successfully promoted), during the 2011/2012 school year. For the purposes of measuring successful completions and student progress, percentages will be based upon on the number of students enrolled after the enrollment/disenrollment window has closed.
2. Guidance Counselors assigned to Pasco eSchool will be paid a base salary equal to 95% of the salary established by Salary Schedule 55. In addition, Guidance Counselors will receive 5% of the salary established by Salary Schedule 55 if at least 80% of the secondary students assigned to the individual Guidance Counselor complete their virtual instruction courses during the 2011/2012 school year. Furthermore, Guidance Counselors will receive an additional 1% of the salary established by Salary Schedule 55 for each additional 1% (rounded to the nearest whole percentage point) of Pasco eSchool students assigned to the individual Guidance Counselor who successfully complete their virtual instruction course(s) (for secondary students) or are successfully promoted (for elementary students), up to a maximum of 5% (85% of students successfully completing), during the 2011/2012 school year. For the purposes of measuring successful completions and promotion, percentages will be based upon on the number of students enrolled after the enrollment/disenrollment window has closed. Guidance Counselors will continue to be paid the full academic supplement established in Addendum B.
3. When filling full-time positions for the 2011/2012 school year, preference will first be given to teachers with previous successful virtual instruction experience.
4. After being selected as a virtual instruction teacher, but prior to being assigned his/her first virtual instruction course, each teacher must complete training on providing virtual instruction through the virtual instruction program. Teachers will be able to complete any online training pre-requisite at their convenience. The District will provide the after hour staff development rate for the scheduled live training sessions.
5. Teachers will be provided with a computer, a workspace with internet access, and a district telephone number with voicemail capabilities.
6. Teachers will be expected to report to their workspace location up to two (2) times per month to attend faculty meetings and address any other program needs that require the teacher's physical presence.
7. Teachers will be expected to assist in the review and development of e-School curriculum.
8. Teachers and Guidance Counselors will be expected to report to their workspace location to assist with the administration of the Florida Comprehensive Assessment Test (FCAT) or other required assessments.
9. In addition to their guidance responsibilities, Guidance Counselors may be expected to teach one virtual instruction course during the 2011/2012 school year.

10. 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 thirty-seven and a half (37.5) hours of “office hours” should be scheduled, between the hours of 8:00am and 8:00pm, each week of instruction. These hours will be set at the teacher’s discretion in keeping with the rules and procedures established in the contracts with virtual curriculum providers. 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.
11. 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.
12. Teachers will be expected to comply with the rules and procedures established in the contracts with virtual curriculum providers.
13. By April 1<sup>st</sup> of each of a teacher’s first two (2) years as a Pasco eSchool teacher, he or she may elect to return to an instructional position at a traditional school. The Board shall assist such teacher(s) secure a position for which he/she is qualified for in the judgment of the Superintendent. Pasco eSchool teachers may also be returned to an instructional position at a traditional school at the discretion of the Superintendent in accordance with Article VII, Section F-3.
14. Initial enrollment and registration of students will not be the teacher’s responsibility.
15. The Board and the Union will meet periodically to discuss the implementation of the virtual instruction program.
16. There is no intent to limit, modify or diminish any rights or privileges conferred by the Instructional Master Contract except as expressly stated herein.

#### **MEMORANDUM OF UNDERSTANDING**

##### **Problem Solving/Response to Intervention (PS/RtI)**

In an accordance with the requirements of Differentiated Accountability and in an attempt to further provide high quality instruction and interventions that are matched to student needs, the District has adopted the Problem Solving Response to Intervention (PS/RtI) framework in its schools. To facilitate the flow of information about PS/RtI, and to discuss any potential questions or concerns that may arise regarding its implementation, the District and Union agree to meet during the 2011-2012 school year. Meeting dates will be mutually agreed upon by the Superintendent and the USEP President.

#### **MEMORANDUM OF UNDERSTANDING**

##### **Retention of Fingerprints, and Five (5) Year Check**

Florida Statutes require retention of fingerprints for teachers in a Florida Department of Law Enforcement (FDLE) automated fingerprint identification system and a national check of the fingerprints every five (5) years.

The retention fee, currently \$6 per employee, must be paid each year and the fee for the national records check, currently \$19.25 per employee, must be paid every five (5) years.

In order to comply with the law and provide a benefit to teachers, the Board and the Union agree to the following:

1. The Board will pay the retention fee.
2. The Board will pay the fee for the five (5) year national check.

The estimated cost for this school year is \$49,964.

#### **MEMORANDUM OF UNDERSTANDING**

##### **School Choice Preference Employee Request**

1. A teacher assigned to a school site shall have preference given to his/her request to have his/her child(ren) (i.e., any child in his/her custodial care) attend school at his/her assigned worksite unless the following prevents granting the request:
  - a. the appropriate educational program does not exist at that site, or
  - b. other extenuating circumstances (i.e., expulsion, serious disciplinary infractions, class size requirements, etc.) exist that may be cause for the child(ren)’s nonattendance.

The teacher may appeal any denied request to the Director of Student Services. The decision of the Director shall be final.

2. In the event a teacher requests placement of his/her child in a school other than the actual school in which he/she works in order to continue the child's attendance in the feeder pattern of that school, subject to the approval of the Director of Student Services and the Superintendent, the request will be granted. The decision of the Director of Student Services and the Superintendent will be final.

## **MEMORANDUM OF UNDERSTANDING**

### **School Improvement Grant – Ridgewood High School**

During the 2009/2010 school year, the Florida Department of Education (FDOE) identified the state's lowest performing 5% of Title I and Title I eligible schools based on student achievement data. The District had one high school, Ridgewood High School (RHS), identified as being among these schools. Florida's Differentiated Accountability legislation requires each of these identified schools to implement a plan to effectuate meaningful and comprehensive change in seven specific areas of school operation and management. To assist in effectuating the required changes, the FDOE is providing identified schools with an opportunity to receive additional funding through a comprehensive School Improvement Grant (SIG) process. Applications for SIG funding were due on Friday, July 23, 2010, and identified schools are eligible to receive up to \$750,000 a year for each of the next three school years. As part of the application process, the District and Union worked collaboratively to establish the following provisions that are intended to support improved student achievement at RHS:

#### **Additional Work Days**

Teachers at RHS will work an additional three days during the 2011-2012 school year. These days will be used for professional staff development, school culture and team building, coaching, and other SIG activities. Teachers will have the option to work these days from August 8 through August 10, 2011, or from August 9 through August 11, 2011.

Teacher attendance during these additional days is mandatory and follow-up activities and teacher coaching will be required throughout the 2011-2012 school year for the purpose of improving student achievement.

#### **Additional Work Time**

Teachers at RHS will work one additional hour per week in identified weeks to continue staff development, teambuilding, coaching, and other follow-up activities consistent with the school's transformation plan. Administrators at RHS, with input from teachers, will identify the day of the week on which this additional hour will be worked. Teacher attendance during these additional one-hour blocks is mandatory.

#### **Compensation for Additional Work Time**

Each of the three additional days will be paid at each individual teacher's regular daily rate of pay. Teachers will be paid for these additional days on Friday, September 2, 2011. Teachers who do not attend these additional days will not be compensated for this additional work time and are not eligible to utilize accumulated leave on these days.

Each of the additional one-hour blocks worked in accordance with this Memorandum of Understanding will be paid at each individual teacher's hourly rate of pay. Because this time is in addition to the teacher's regular work calendar and work schedule, the additional time worked will be reported in the pay period in which it is worked and payment will occur on the paycheck that corresponds to that pay period. Teachers utilizing leave on days that require the additional hour of work will not be compensated for this additional hour and such leave will be deducted at the standard 7.5 hours from the employees leave balance.

Leave accrual will be based on the regular teacher workday and year.

#### **Recruitment & Retention Incentive**

In addition to these amounts, each teacher at RHS will receive a \$500 supplement if he/she satisfies the following criteria:

- He/she must be employed at RHS on or before October 10, 2011.
- He/she must remain employed through the end of the school year, June 7, 2012.
- He/she must be in a paid status at RHS for a minimum of ninety-nine workdays during the 2011-2012 school year.
- He/she must participate in one (1) of at least two (2) parent involvement/conference evening per semester.

This supplement will be paid at the end of the 2011/2012 school year and will be provided in a separate paycheck. This supplement will be paid to teachers on or before June 22, 2012.

#### **Critical Thinking and Research I Instructional Periods**

For the 2010/2011 school year, teachers responsible for providing instruction for the credit earning Critical Thinking instructional period will receive a supplement of \$750. This supplement will be paid in a lump sum to all qualifying teachers who were also eligible for the recruitment and retention incentive.

For the 2011-2012 school year, teachers responsible for providing instruction for the credit earning Research I instructional period will receive a supplement of \$750. This supplement will be pro-rated out over the course of the 2011-2012 school year.

### **Performance Pay**

For the 2010/2011 school year, eligibility for performance pay was determined by utilizing the state adopted value-added model for the FCAT.

For teachers of non-FCAT subjects, eligibility for performance pay was determined by comparing RHS's performance against the statewide average for school performance on the state adopted value-added model for the FCAT. The amount of performance pay supplements for teachers of non-FCAT subjects was as follows:

1. If RHS performed below the confidence (margin of error) band created for the statewide average for **school** performance, teachers were not eligible for a performance pay supplement.
2. If RHS performed within the confidence (margin of error) band created for the statewide average for **school** performance, teachers were eligible for a \$500 supplement.
3. If RHS performed above the confidence (margin of error) band created for the statewide average for **school** performance, teachers were eligible for a \$750 supplement.

Teachers of FCAT subjects were also eligible for the school wide supplement outlined for non-FCAT teachers. In addition, teachers of FCAT subjects were eligible for an additional supplement determined by comparing the performance of the individual teacher's students against the statewide average for teacher performance on the state adopted value-added model for the FCAT. The additional amount of performance pay supplement for teachers of FCAT subjects were as follows:

1. If the teacher performed below the confidence (margin of error) band created for the statewide average for **teacher** performance, he/she was not eligible for a performance pay supplement.
2. If the teacher performed within the confidence (margin of error) band created for the statewide average for **teacher** performance, he/she was eligible for an additional supplement of \$500.
3. If the teacher performed above the confidence (margin of error) band created for the statewide average for **teacher** performance, he/she was eligible for an additional supplement of \$750.

For the 2011/2012 school year, eligibility for performance pay will be determined using by utilizing the summative results of the District's new teacher evaluation. The amount of performance pay supplements for teachers at qualifying schools will be as follows:

1. Any qualifying teacher who receives an overall summative evaluation rating of "Effective" will be eligible for a \$600 supplement.
2. Any qualifying teacher who receives an overall summative evaluation rating of "Highly Effective" will be eligible for a \$800 supplement.

### **Teacher Evaluation**

For the 2011/2012 school year, teachers at RHS will be evaluated using the newly developed teacher evaluation system designed to meet the requirements of the SIG application, Differentiated Accountability legislation, and the recently passed Student Success Act.

In accordance with Florida's Differentiated accountability legislation and in addition to any requirements established by Senate Bill 736 (Florida's Student Success Act), teachers at RHS who receive an overall summative evaluation rating of "unsatisfactory" for the 2011/2012 school year, shall be subject to involuntary transfer into another position for which they are qualified in the judgment of the Superintendent.

### **School Transfers and Reassignments**

The District will provide assistance in securing a transfer for the 2012/2013 school year to any teacher who provides a written request to the school principal by April 16, 2012.

In order to meet SIG requirements, RHS will be exempt from the provisions of Article VII, Sections F & G, to the extent that they require RHS to accept the transfer of a teacher into the school without the principal's and teacher's consent.

#### **Monitoring of Grant Progress**

In order to facilitate the flow of information and to help resolve concerns that may arise as part of the SIG implementation process, the District and Union agree to include discussions about the RHS SIG as part of their ongoing planning related to teacher evaluations, performance pay, and differentiated accountability.

As a condition of continued funding of this SIG grant, the state has clearly articulated the expectation that RHS add additional contact time to the student day for the 2012/2013 school year. To that end, the District and USEP agree to meet during the 2011/2012 school year for the purpose of developing and negotiating a plan to meet this expectation.

#### **Agreement Contingent Upon Funding and Department of Education Approval**

All funds used to implement the above provisions will come from SIG dollars, and not from general revenue sources that would otherwise be available for salary increases. Moreover, the provisions contained within this Memorandum of Understanding are contingent upon continued FDOE approval of RHS's SIG application and sufficient funding being provided through the SIG.

### **MEMORANDUM OF UNDERSTANDING**

#### **School Utilization of Expanded Homeroom/Skinny Periods**

The Board and the Union agree to the following procedures when a secondary school wishes to implement an expanded homeroom or "skinny" period that does not alter any existing provision of the Instructional Master Contract:

##### **Applicability**

For the purposes of this Memorandum of Understanding, an expanded homeroom or "skinny" period is an additional period of assigned student contact beyond what has been historically expected of teachers at the school, requiring additional time each week planning for instruction, delivering instruction, or assessing student work. It does not include a teacher's performance of traditional homeroom duties like the taking of attendance, facilitation of announcements, supervision of students during club activities, activation of a video or podcast, supervision of sustained silent reading, performance of periodic student scheduling or graduation planning activity, or administering of other infrequently required incidental student activities.

##### **Notification and Implementation Procedures**

As soon as possible, but no later than February 1, the principal must submit a written plan for the implementation of the expanded homeroom or "skinny" period to the Director of Employee Relations and the USEP President. The written plan must include a description of how the expanded homeroom or skinny period will provide learning related opportunities for students, how instructional staff members will have input into the development of the homeroom or "skinny" period, and when the staff will vote on the proposed homeroom or "skinny" period. The Principal, Director of Employee Relations, and USEP President shall mutually determine and agree upon the teachers who will be affected by the proposed homeroom or "skinny" period.

The final proposal of the homeroom or "skinny" period shall be presented to all bargaining unit members at the school and fully explained by the principal. The teachers in the bargaining unit, the President of USEP, and the Director of Employee Relations will be given five (5) days' notice of such meeting. At least five (5) days prior to the explanatory meeting, the principal shall provide a written copy of the proposed plan.

A secret ballot will be held under the supervisor of the principal of the school, the Director of Employee Relations/designee, and the President of USEP/designee. The principal, President of USEP and Director of Employee Relations shall agree to the date, time, method of the vote, and procedures for absentee ballots. The affected teachers in the bargaining unit, the President of USEP, and the Director of Employee Relations will be given three (3) days' advance notice of the voting date. A ballot must be given to each teacher eligible to vote and each teacher shall be given the opportunity to cast such ballot. Approval by two-thirds of the teachers eligible to vote is required. A valid note shall not be rescinded.

Any challenge of the voting process, procedure, or results will be referred to the President of USEP and the Director of Employee Relations for a resolution.

The Principal shall notify the Director of Employee Relations and the President of USEP of the results of the balloting. Approved plans are effective for the following school year and are non-precedent setting.

Those schools identified by the Director of Employee Relations and the President of USEP as having implemented an extended homeroom or “skinny” period during the 2010/2011 school year, may request the continuation or modification of such periods for the 2011/2012 school year, by completing steps one through six above, prior to August 31, 2011. These steps must be completed before implementation can begin.

This Memorandum of Understanding does not apply to any extended homeroom or “skinny” period negotiated for Ridgewood High School as part of its receipt of the state’s School Improvement Grant.

All other provisions of the *Instructional Master Contract*, including Addendum E, Contract Waiver Request, remain unchanged and in full force and effect.

## **MEMORANDUM OF UNDERSTANDING**

### **Supplements for Advanced Degrees**

In accordance with the Student Success Act, enacted by the Florida legislature during the 2011 legislative session, a district school board may not use advanced degrees in setting a salary schedule for instructional personnel hired on or after July 1, 2011, unless the advanced degree is held in the individual’s area of certification and is only a salary supplement. Therefore, the Board and Union agree that the Instructional Salary Schedule and the provisions of Addendum A, Section 4 – Advanced Degree/18 Hour Credit, shall be superseded by this memorandum to the extent that they are inconsistent with the law and accompanying guidance/technical assistance.

Teachers hired on or after July 1, 2011, shall be entitled to receive additional compensation in accordance with the Instructional Salary Schedule and the provisions of Addendum A, Section 4 – Advanced Degree/18 Hour Credit, for advanced degrees or additional credit hours earned in the individual teacher’s area(s) of certification. The Board and the Union will meet to discuss questions relative to a teacher’s entitlement to this additional compensation when the need arises.

For teachers hired prior to July 1, 2011, the Instructional Salary Schedule and the provisions of Addendum A, Section 4 – Advanced Degree/18 Hour Credit, shall remain in effect.

The Board and the Union agree to review the status of the law relative to this memorandum of understanding during negotiations for the 2012/2013 school year, and to make the appropriate modifications to the contract if this specific provision of the law is still in effect and if no legal challenges are pending.

## **MEMORANDUM OF UNDERSTANDING**

### **Voluntary Pre-K (VPK) Program - Summer 2011**

The District School Board of Pasco County and the United School Employees of Pasco mutually agree to the following provisions in order to implement the state-mandated Voluntary Pre-K (VPK) program for summer 2011. This program will require considerable flexibility in order to be successful in this sixth year. Therefore, the parties agree to the following:

- a. Assignment to this program is voluntary.
- b. The district’s PreK Services will provide notices relative to the VPK program dates with an attachment to the VPK instructional application on or about April 12, 2011.
- c. Each employee having an interest in working in the program will submit his/her application to the district’s PreK Services Department by April 29, 2011.
- d. Tentative job openings will be announced by the last student day.
- e. When it is judged that professional qualifications and ability are substantially equal among applicants for the program to be offered, district seniority shall prevail.
- f. In accordance with Florida Statute 1002.61(4) and DOE directive, the District shall give priority to teachers who have experience or coursework in early childhood education.
- g. When filling positions, employees within the bargaining unit shall be given priority over other applicants.

#### **Program dates:**

- a. Full Time Teachers:

Teacher Calendar: June 9 through August 4, 2011...34 work days

Planning / Training Days: June 9 – 9.25 hrs/day; June 10 and August 4 – 7.5 hrs/day

Work Day: Full Day Session: 7:00 am – 5:15pm (10.25 hrs/day)

Days: 34

Total Hours: Full Day: 342.00



b. Less Than Full Time

Teachers are eligible for employment in this program on a less than full time basis as needed to provide coverage. The total days and total hours of such an assignment will be dictated by the need.

Total Days: Determined by Need

Total Hours: Determined by Need

c. Student Calendar: June 13 through August 3, 2011 (June 17, 24 July 1, 4, 15, 22, and 29 off)...31 school days

Student Day: 7:30 am – 5:00 pm

**Job Expectations:**

- a. Each teacher is assigned a maximum of 12 children.
- b. Every teacher is expected to eat meals with the children as part of the instructional program.
- c. Every teacher is expected to participate in outdoor play activities with the children.
- d. Children may need toileting assistance. There may be some who are not toilet trained.
- e. There will be specific curriculum/lesson plans that must be followed.
- f. The teacher will be co-located in a classroom with another teacher and 12 children, where possible.
- g. Instructional materials and supplies will be provided to all teachers during this program.

**Potential Reductions in Force (RIF):**

Since this program is funded separately from other district programs and student attendance is the sole factor in determining funding, there may be a need to reduce staff at a specific worksite in order to be cost effective. The following provisions will guide the reduction of instructional staff:

- a. When enrollment falls below 8 students in a class, reduction of staff may occur. Reductions in staff will be conducted by site and led by the site administrator in coordination with the Pre-K Services Dept.
- b. For purposes of this procedure and in accordance with state statutes and DOE directives, we will establish four (4) categories of work experience/education that will be used in a progressive order to identify teachers for reduction should the need to reduce arise at any of the respective sites: These four (4) categories and the order to be used are:
  1. Education/work experience in areas outside of Early Childhood Education
  2. Family and Consumer Science Education
  3. Elementary Education
  4. Early Childhood Education, Pre-Kindergarten or Primary Education, Preschool Education or ESE/Pre-K VE.

**Sick Leave Accrual:**

Employees will earn one (1) day of sick leave for working the full 34 day schedule. The time earned will equal the length of the teachers scheduled work day, 10.25 hrs. for full day teachers and less if part-time. Teachers shall only have a right to use the sick leave earned during this program and not use days from their normal sick leave balance. Should a teacher complete this program and have the earned sick day remaining, that time shall be added to the teacher's regular sick leave balance for use during the regular school year.

**Pay Rate:**

- Teachers will be paid an hourly rate of \$26.06 for all hours worked.
- Substitutes in this program will be paid an hourly rate of \$26.06 for all hours worked. Substitutes for this program are subject to the same qualification requirements as the full-time teachers.

**Program Evaluation:**

The District and Union agree to meet at the conclusion of the Summer 2010 VPK program and evaluate the components of the program, its implementation and discuss any potential modifications to future years' program, should they exist.

**Pay Dates:**

Teachers working 34 days will receive paychecks as follows:

**Pay Date**

June 23 (2 days)

**Pay/Work Period**

June 9 – June 10

June 30 (4 days)	June 13 – June 16
July 8 (4 days)	June 20 – June 23
July 21 (8 days)	June 27– July 8
August 4 (8 days)	July 11 – July 22
August 19 (8 days)	July 25 – August 5

**END OF MEMORANDUMS OF UNDERSTANDING**

**APPENDIX A**  
**MEMBERSHIP APPLICATION AND DUES AUTHORIZATION CARD**

<b>UNITED SCHOOL EMPLOYEES OF PASCO</b>				
WORKSITE	JOB TITLE	PRINT NAME (LAST FIRST)		SOCIAL SECURITY NO.
ADDRESS	CITY	ZIP CODE	HOME PHONE	E-MAIL ADDRESS
<b>USEP CONTINUING MEMBERSHIP APPLICATION</b>  <input type="checkbox"/> <b>PAYROLL DEDUCTION</b> I authorize the District School Board of Pasco County to deduct membership dues from my paycheck to be remitted to the United School Employees of Pasco. I understand that I may terminate these deductions at any time by submitting thirty (30) days written notice to the School Board and USEP.  Signature _____ Date _____				<b>For USEP Use Only</b>  Date Received: _____  Date sent to District for processing: _____  Effective Date of Membership _____
<b>IRS TAX DISCLOSURE REQUIREMENT</b> <small>Dues paid to United School Employees of Pasco may not be deductible for federal income purposes; however, under limited circumstances, dues may qualify as a business expense.</small>				
<b>PLEASE PRINT CLEARLY</b>				

Recruiting Member (please print)

**TO ALL PERSONS ELIGIBLE FOR MEMBERSHIP IN THE BARGAINING UNITS REPRESENTED BY THE UNITED SCHOOL EMPLOYEES OF PASCO (USEP).**

As required by law, USEP represents all members of the Instructional and School Related Personnel (SRP) units at the bargaining table. Only dues-paying members of the USEP, however, are eligible for all other services provided by the Union, including processing of grievances and legal counsel in the event of duty-related difficulties. Should a member obtain outside representation and/or legal counsel, USEP will cease to provide representation. In addition, the costs of such outside representation and/or counsel will be borne solely by the member.

To be represented free of charge, the individual seeking assistance must have been a dues-paying member in good standing for a minimum of thirty (30) calendar days prior to the date upon which the problem occurred.

However, bargaining unit members who are new to the Pasco County school system and who have not previously been eligible for USEP membership will be entitled to receive the immediate benefit of the services described above if they join USEP during the first fifteen (15) working days of their employment. Any incident occurring after this fifteen (15) working day period will be subject to the thirty (30) calendar day restriction mentioned above.

On occasion, USEP may elect to represent non-dues paying individuals. Such individuals may be required to pay annual membership dues and a professional service fee that will be based upon the complexity of the case.

*Revised and adopted by USEP Representative Council August, 1995*

**END OF APPENDIX A**

**APPENDIX B — GRIEVANCE FORM**  
**DISTRICT SCHOOL BOARD OF PASCO COUNTY**  
**Grievance Report Form**

Name(s) of Grievant(s) \_\_\_\_\_

School Assignment \_\_\_\_\_

Home Address \_\_\_\_\_

Home Telephone (\_\_\_\_) \_\_\_\_\_

Grievance #/Year \_\_\_\_\_ Grievance Level \_\_\_\_\_ Date Filed \_\_\_\_\_

Grievance filed under the provisions of: Article VI, Section A-1/Section A-2

Article(s) and specific section(s) of Agreement violated \_\_\_\_\_

Date of alleged violation \_\_\_\_\_

Date of informal level discussion with supervisor \_\_\_\_\_

Statement of grievance \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Relief sought \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Grievant(s) Signature(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date received by Administrator \_\_\_\_\_

Disposition of Administrator \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Administrator(s) Signature(s)

\_\_\_\_\_  
Date

One copy each: Administrator, Union, Grievant, Superintendent

**APPENDIX C**  
**CONTRACT WAIVER PRE-APPROVAL REQUEST FORM**

**Directions:**

To request a waiver, the principal of the school must complete the information on this form and forward the form to the Director of the Department of Employee Relations and the President of the United School Employees of Pasco.

Upon review by the Director and President, a copy of the form verifying pre-approval or disapproval will be returned to the school principal.

SCHOOL \_\_\_\_\_ DATE OF SUBMITTAL \_\_\_\_\_

SCHOOL YEAR FOR REQUEST OF WAIVER \_\_\_\_\_ PRINCIPAL \_\_\_\_\_

A waiver is being requested for: Article \_\_\_\_\_ Section \_\_\_\_\_ Subsection \_\_\_\_\_

**ATTACH STATEMENTS OF THE FOLLOWING:**

1. How the proposed waiver will impact provisions of the current contract.
2. How this waiver relates directly to the improvement of an educational program, instructional strategy, organizational pattern or learning-related opportunity for students.
3. A description of how the school instructional staff will have input into the development of the proposal.
4. How and when the program will be evaluated.
5. How and when the staff will be requested to vote on the instructional waiver request.
6. What if any alternatives have been explored besides this program.
7. Identify the teachers by category that will be affected by this proposal.

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**PRE-APPROVAL REQUEST IS:**

\_\_\_\_\_ APPROVED  
\_\_\_\_\_ APPROVED WITH CONDITIONS (see attached statement)  
\_\_\_\_\_ NOT APPROVED

\_\_\_\_\_  
Signature of Director of Employee Relations

\_\_\_\_\_  
Signature of President of USEP

**APPENDIX D**  
**CONTRACT WAIVER FINAL APPROVAL REQUEST FORM**

**Directions:**

To request a final approval for a contract waiver request, the principal of the school must submit this form with all applicable information to the Director of the Department of Employee Relations and the President of the United School Employees of Pasco.

Upon review by the Director and President a copy of the form verifying final approval or disapproval will be returned to the school Principal.

SCHOOL \_\_\_\_\_ DATE OF SUBMITTAL \_\_\_\_\_

SCHOOL YEAR FOR REQUEST OF WAIVER \_\_\_\_\_ PRINCIPAL \_\_\_\_\_

A waiver is being requested for: Article \_\_\_\_\_ Section \_\_\_\_\_ Subsection \_\_\_\_\_

**ATTACH STATEMENTS OF THE FOLLOWING:**

- How the proposed waiver will impact provisions of the current contract.
- How this waiver relates directly to the improvement of an educational program, instructional strategy, organizational pattern or learning-related opportunity for students.
- A description of how the school instructional staff had input into the development of the proposal.
- How and when the program will be evaluated.
- How and when the teachers voted on the instructional waiver request.
- Identify the teachers by category that will be affected by this proposal.

**VOTE VERIFICATION:** Must be submitted prior to May 1.

Total Teachers in the Bargaining Unit: \_\_\_\_\_

Total Voting: \_\_\_\_\_ Yes Percentage \_\_\_\_\_

Total Voting: \_\_\_\_\_ No Percentage \_\_\_\_\_

Date of Vote: \_\_\_\_\_ Time \_\_\_\_\_

Signatures below verify that voting was conducted according to the Instructional Master Contract and the results contained above are accurate.

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Signature of USEP President or Designee

**FINAL APPROVAL REQUEST IS:**

\_\_\_\_\_ APPROVED

\_\_\_\_\_ APPROVED WITH CONDITIONS (see attached statement)

\_\_\_\_\_ NOT APPROVED

\_\_\_\_\_  
Signature of Director of Employee Relations

\_\_\_\_\_  
Signature of President of USEP

## Index

This index is referenced to the particular article, section, and/or subparagraph in the Instructional Master Contract which addresses the topic. For example, a reference listing for Sick Leave days credited - VIII B 1a indicates that the reader should locate Article VIII Leaves of Absence, Section B - Paid Leaves, subparagraph 1 - Sick Leave, item a, which in this case refers to days credited for leave.

MOU refers to Memorandums of Understanding which address a particular topic. The Memorandums of Understanding follow the main body of the Instructional Master Contract.

401(a) and 403(b) Qualified Retirement Plan	X	E		Child Rearing Leave	VIII	A	6
401(a) and 403 (b) Qualified Retirement Plan	X	G	1h	Child Rearing Leave	VIII	C	1
Academic Freedom	VII	J		Civic Participation Leave, unpaid	VIII	C	4
Academic Quarter, definition	II	R		Classroom Interruptions	VII	R	
Academic Supplement Schedule	Addendum B			Classroom Observation	VII	V	7
Accumulated sick leave	X	E		Coaching & PE/Driver Ed Teachers	VII	F	5
Additional Days for Juvenile Justice Programs	VII	M		Coaching, supplement schedule	Addendum B		4,5
Additional Pay for Assignments	VII	S	6	Code of Student Conduct	VII	U	
Adult Ed, part time	Addendum A			Code of Student Conduct provided	VII	U	11
Advanced Degree/18 Hour Credit	Addendum A		4	Committee, Alternative to Scheduling JWMHS and SSMS	MOU		
Advanced Study and Education Service Leave	VIII	C	3	Committee, appointment of teachers	III	A	2
After-Hour Instructional Programs, salary schedule	Addendum A		1	Committee, Code of Student Conduct	VII	U	13
After-Hour Required ESE, salary schedule	Addendum A		1	Committee, District Safety	IX	A	4
After-Hour Staff Development, salary schedule	Addendum A		1	Committee, EAP	X	I	
Agreement (see Contract)				Committee, Indoor Air and Environmental Quality Issues	MOU		
Agreement, definition	II	J		Committee, Insurance	X	B	
Air Quality Issues (indoor)	MOU			Committee, Paperwork Reduction	MOU		
Alternative School, Involuntary transfer	VII	F	1a,f	Committee, Placement and Review	VII	U	7
Alternative School, planning time	VII	S	13	Committee, Sick Leave Bank	VIII	B	7, c
Alternative School, released time	VII	T	2	Committee, Teacher of the Year	VII	W	10
Alternative School, salary schedule	Addendum A		1	Committee, Worksite Safety	IX	A	4
Alternative School, school day	VII	L		Compensatory Time (also see released time)	VII	S	4
Alternative School, staff development	VII	I		Compensatory Time, planning units	VII	S	19
Alternative School, staff reduction	VII	F	1	Conference area	VII	O	7
Annual Contract	VII	A	1	Conference, parent teacher	VII	S	15
Appointment of Teachers to Committees	III	A	2	Conference, parent teacher	VII	T	
Approval of Job Descriptions	I	B		Continuous Service	V	A	
Arbitration, grievance	VI	C	5	Contract Waiver Final Approval Form	Appendix	D	
Assault, Battery, and Disability	IX	C		Contract Waiver Request Form	Addendum E		
Assessment (See evaluation)	VII	H		Contract, Annual	VII	A	1
Assessment reports, students	VII	S	20	Contract, Continuing	VII	A	3
Assigned more than one school	VII	S	7	Contract, Distribution and Printing	III	A	9
Assistance to teachers	VII	U	8	Contract, Professional Service	VII	A	3
Assistance, legal	VII	U	12	Contract, Temporary	VII	A	2
Athletic events	VII	V	5	Cost Center, definition	II	N	
Athletic Supplements	Addendum B			Cost of Duplication, personnel files	VII	Q	6
Bargaining Unit, Instructional	Addendum C			Cost of Duplication, public information	III	A	1
Benefits (see Fringe Benefits)				Counseling, Employee Assistance Program	X	I	
Board Meetings, union on agenda	III	A	4	Daily Rate Calculation	Addendum A		8
Board, definition	II	E		Day, definition	II	C	
Building, definition	II	I		Days, Sick Leave	VIII	B	1a
Bulletin Boards	III	C	6	Death or Disability	IX	C	
Certification requirements, provided	VII	S	11	Deductions, Payroll	X	C	
Charter School	VII	Z		Deferred Retirement Option Program (DROP)	X	E	
				Definitions	II		

Department Heads	VII	S	6	Field Trip, lunch	VII	L	2
Dependent Coverage	X	B		Florida's K-12 Comprehensive Research- Based Reading Plan and Professional Development Protocol Standards	MOU		
Differentiated Accountability Program	MOU			Florida Retirement System (FRS)	X	D,G	
Differentiated Pay	Addendum A			FMLA (Family Medical Leave Act)	VIII	A	6
Dining Areas	VII	O	5	FMLA leave, unpaid	VIII	C	7
Direct Deposit	X	A	10	Fringe Benefits	Econ. Prop.		
Directory	III	A	8	Fringe Benefits	X	B	
Disability	X	F	2	Fringe benefits while on leave	VIII	A	
Disability, assault, battery	IX	C		Fund Withdrawal	X	E, G	
Discipline Committee	VII	U		Grade Chairpersons	VII	S	6
Discipline, progressive	VII	C	6	Grades, due	VII	S	20
Discipline, student	VII	U		Grades, seniors	VII	S	20
Dismissal	VII	C		Grievance Procedure	VI		
Displaying union materials, buttons, pins, apparel, etc.	IV	A	1	Grievance Report Form	Appendix	B	
Distribution and Printing of Contract	III	A	9	Grievance steps	VI	C	
District Safety Committee	IX	A	4	Health Insurance	X	B	
District, definition	II	D		Health Opt-Out Program, Instr. Retiree	MOU		
Doctorate Degree	Addendum A	A	4	Health Leave, unpaid	VIII	C	5
Double Session	VII	S	10	Health, evidence of	VII	V	2
Driver Education Teacher	VII	F	5	Health, Safety	IX		
DROP	X	E		Holidays	VII	M	
Duration	XIII			Home-base School	VII	S	7
Duty hours and assignments, provided	VII	S	11	Homebound Program	VII	V	6
EAP Committee	X	I		Hourly Rate Calculation	Addendum A	A	9
Early Retirement Monthly Benefit	X	D		Illness in Line of Duty	IX	B	
Education Specialist	Addendum A	A	4	Illness in Line of Duty Leave	VIII	B	2
Electronic Availability and Printing of Agreement	MOU			Incentives, Meritorious Attendance	X	G	
Electronic Personnel Directory	MOU			Incentives, retirement	X	G	1
Electronic Network, USEP use	III	C	5	Injury and Illness	IX	B	
Employee Assistance Program (EAP)	X	I		Inspection of classroom, provided	VII	S	11
Employee Lounge	VII	O	2	Instructional Bargaining Unit	Addendum C		
Environmental (indoor) Quality Issues	MOU			Instructional Extended School Year Program	MOU		
ESE Task Force	MOU			Instructional Overpayments and Underpayments	MOU		
ESE Teachers	Addendum B	B	6	Instructional Personnel Salary Step Increases	MOU		
Evaluation	VII	H		Instructional Employee Health Opt-Out	MOU		
Exceptional Student Education (ESE)	VII	S	3	Insurance Committee	X	B	
Experience	Addendum A	A	5	Insurance, eligibility	X	B	
Extended Day	VII	S	10	Insurance, Health	X	B	
Extended Personal Leave, unpaid	VIII	C	6	Insurance, opt-out	X	B	
Extended School Year Program, Summer	MOU			Intern assignment	VII	V	4
Extracurricular Assignments	VII	S	5	Invasive Medical Procedures	VII	S	2
Extracurricular, definition	II	L		Involuntary Transfers (see Transfers)			
Facilities	VII	O		Job Descriptions, approval of	I	B	
Facilities, conference area	VII	O	7	Job Sharing	VII	Y	
Facilities, dining areas	VII	O	5	Judicial Leave	VIII	B	4
Facilities, employee lounge	VII	O	2	Learning Community Leaders	VII	S	6
Facilities, lockable space	VII	O	8	Leave of Absence	VIII		
Facilities, parking	VII	O	1	Leave, absence beyond control	VIII	A	7
Facilities, preparation area	VII	O	6	Leave, charter school	VII	Z	
Facilities, restrooms	VII	O	4, 9	Leave, extended	VII	F	2
Facilities, telephone	VII	O	3	Leave, Illness in Line of Duty	VIII	B	2
Facilities, telephone, use of	III	C		Leave, Judicial	VIII	B	4
Fair Practices	IV						
Federal Drug and Alcohol Testing	Addendum D						
Federal mandate	VII	S	15,19				



Leave, National Board of Professional Teaching Standards Certification	VIII	B	8	Restructuring			
Leave, Personal	VIII	B	3	Noncertificated, salary schedule	Addendum A	1	
Leave, Professional	VIII	B	5	Non-continuous Employment	VII	A	4
Leave, Professional, USEP	III	A	12	Non-teaching Duties	VII	N	
Leave, return from	VIII	A		Notice of observation	VII	V	7
Leave, Sabbatical	VIII	B	6	Notification of Meetings	VII	L	4
Leave, Sick	VIII	B		Notification, teaching assignments	VII	S	
Leave, Teacher of the Year Selection	VII	W		Observation of class	VII	V	7
Leave, union	III	A	10	Open Enrollment	X	B	
Legal assistance	VII	U	12	Opt Out reimbursement	X	B	
Legal assistance	IX	C	1	Opt Out reimbursement, see Economic Proposal	X	B	1
Legislation by the State and Federal Legislature	MOU			Orientation Meeting	III	C	7
Liability coverage	IX	E		Out of State Service	X	D	
Lockable Space	VII	O	8	Overpayment	X	A	8
Long-Term Substitute, assigned to ESE positions	Addendum B		6	Paid Leaves	VIII	B	
Lump Sum Payment	X	D, E		Paid Leaves, Sick	VIII	B	
Lunch, duty free	VII	L	2	Paperwork Reduction for Teachers	MOU		
Mailboxes	III	C	5	Parent conference, alternative school	VII	S	5
Marchman 1.2 Salary Rate	Addendum A		10	Parent conference	VII	S	12,15
Master Duty Schedule	VII	N		Parent-Teacher Conferences	VII	T	
Materials	VII	P		Parking	VII	O	1
Materials Provided After Appointment	VII	S	11	Part-Time Adult Education, salary schedule	Addendum A	1	
Media Specialists, planning time	VII	S	17	Part-Time Homebound, salary schedule	Addendum A	1	
Medical Procedures	VII	S	2	Pasco's Virtual Instructional Program	MOU		
Medicare Benefits	X	F		Pay Dates	Addendum A	6	
Medications	VII	S	2	Payroll check	X	A	
Meetings, kept to minimum	VII	S	18	Payroll Deduction for Additional Benefits	X	C	
Meetings, negotiations	III	A	6	Payroll Deductions	III	B	
Meetings, union ratification procedures	III	C	7	Performance Problems, involuntary transfer	VII	F	3
Meetings, performance	III	F	3	Performance Problems, NEAT Letter	VII	H	6
Meetings, performance	VII	S	12 (f)	Performance Problems, Personnel File	VII	H	5,9
Meetings, principals and union	III	A	3	Performance Problems, Teacher Assistance Team	VII	H	4
Meetings, student concerns	VII	S	12	Personal Leave	VIII	B	3
Meetings, teacher attendance	VII	S	9	Personal Property	IX	D	
Meetings, teacher discipline	VII	C	5	Personnel File	VII	Q	
Meetings, union representation	VII	C	5	Personnel File, Evaluations	VII	H	
Meetings, union visiting school site	VII	A	5	Personnel File, reprimand	VII	C	5
Members of the Teacher Assistance Team	VII	H	7	Personnel File, transfers	VII	F	3d
Membership Application and Dues Card	Appendix A			Physical Education Teacher	VII	F	5
Mental Health (see Employee Assistance Program)				Placement and Review Committee	VII	U	6, 7
Meritorious Attendance Incentive Pay	X	G		Planning Days, definition	II	Q	
Military Leave, unpaid	VIII	C	2	Planning Time	VII	S	12-23
Military Service	Addendum A		3	Political Activity	VII	K	
Military Service, Reservists Called	MOU			Posting of Notices	III	C	6
Miscellaneous	VII	V		Preparation area	VII	O	6
Moore Mickens 1.2 Salary Rate	Addendum A		11	Pre-K, Voluntary VPK Program	MOU		
National Board of Professional Teaching Standards Certificat. Leave (alsoMOU)	VIII	B	8	Preplanning, definition	II	O	
NEAT Letter	VII	H		Principal, definition	II	G	
New Employee Salary Corrections	MOU			Printing and Distribution of Contract	MOU		
No Child Left Behind Impact on Instructional Staff	MOU			Printing and Distribution of Contract	III	A	9
No Child Left Behind –School	MOU			Procedure, grievance	VI	C	
				Professional activities	VII	S	15,
				Professional Leave	III	A	12

Professional Leave	VIII	B	5	Seniority, promotional vacancies	VII	D	
Professional Service Contract	VII	A	3	Seniority, reduction in force	VII	G	
Progressive Discipline	VII	C	6	Seniority, staff reduction	VII	F	1c
Promotional Vacancies	VII	D		Seniority, transfers	VII	E, F	
Public Information, available to union	III	A	1	Seniority, while on leave	VIII	A	
Public Information, cost of duplication	III	A	1	Seniority, workers compensation	IX	B	1
Public Information, union rights	III	A	1	Sick Leave Bank	VIII	B	7
Reasonable Suspicion Drug Testing Program	Addendum F			Sick Leave Bank	X	E	8
Reassignments (see Transfers)				Sick Leave, accumulated	X	E, G	
Recognition of Union	I	A		Sick Leave, days credited	VIII	B	1a
Reduction in Force	VII	G		Sick Leave, transfer to family member	VIII	B	1,i
				Sick leave, workers compensation	IX	B	
				Smoking (see Tobacco Free Policy)	VII	AA	
Reimbursement, expenses on leave	VIII	B	5, c	Southern Association Accreditation	VII	S	12
Reimbursement, mileage	VII	S	8	Sponsors, supplement schedule	Addendum B		3
Reimbursement, mileage	X	A	4	Staff Development	VII	I	
Reimbursement, personal property	IX	D		Staff Development	VII	S	18
Released Time	VII	T	2	Staff Development Training (see Florida's K-12 Comprehensive Research-Based Reading Plan and PDP Standards MOU)	MOU		
Relief Period	VII	L	3	Staff Development, teachers as instructors	VII	I	
Removal of student from classroom	VII	U	6	Staff Development, USEP sponsored	III	A	12
Replacing teacher, extended leave	VII	F	2	Staff Reduction	VII	F	1
Report cards, elementary	VII	S	20	State Teacher of the Year	Addendum A		3 d
Representation, grievance	VI	B		Student Day, definition	II	P	
Reprimand	VII	C	5	Student Discipline	VII	U	
Reservists Called to Active Military Duty	MOU			Student removed from classroom	VII	U	6
Resignation	VII	B		Student removed from classroom	IX	C	1
Restrooms	VII	O	4, 9	Substitute Task Force	VII	V	3
Retention of Fingerprints and 5 Year National Check	MOU			Substitutes	VII	V	3
Retiree Healthcare Premium	X	F		Summer School	VII	M	2
Retiree Health Opt-Out Program	MOU			Summer School	XI		
Retirement	X	B		Summer School, salary schedule	Addendum A		1
Retirement Incentives	X	G	1	Superintendent, definition	II	F	
Retirement, Early	X	D		Supplemented positions, posting	Addendum B		
Roster of Teachers	III	A	8	Supplement Schedule	Addendum B		
Rules Governing the Salary Schedule	Addendum A			Supplements	X		
Rules Governing This Agreement	XII			Task Force, ESE	MOU		
Sabbatical Leave	VIII	B	6	Task Force, Student Discipline	VII	U	14
Safety	IX	A		Teacher Assistance Team, Members of	VII	H	7
Safety	VII	U	12	Teacher Files	VII	Q	
Safety and Health	IX			Teacher Mentor Program, supplement	Addendum B		6
Salaries	Econ. Prop.			Teacher of the Year	VII	W	
Salary and Teacher Welfare	IX			Teacher of the Year, State	Addendum A		3 d
Salary Schedule	Addendum A			Teacher Planning	VII	S	12
Salary Schedule 55	See TOC			Teacher Work Year	VII	M	
Salary Schedule 55A	See TOC			Teacher Work Year, alternative school	VII	M	
Salary Schedule and Remunerations	X	A		Teacher Work Year, Juvenile Justice Programs	VII	M	
Salary Schedule, provided	VII	S	11	Teacher Work Year, summer school	VII	M	
School Advisory Council	VII	X		Teacher, definition	II	A	
School Choice Preference	MOU			Teacher-Headstart-Noncertified	Addendum A		3 e
School Day	VII	L		Teacher-Prekindergarten-Noncertified	Addendum A		3 e
School Day, Alternative School	VII	L		Teaching Assignments and Duties	VII	S	
School Improvement	VII	X		Teaching/Related Creditable Work Experience, salary schedule	Addendum A		3
School, definition	II	H		Team Coordinators	VII	S	6
Seniority	V						
Seniority List	V	B					
Seniority, involuntary transfers	VII	F	1c				

Telephone	VII	O	3
Temporary Contract	VII	A	2
Termination Pay Dates	Addendum	A	7
Threat Assessment/Investigation	IX	C	1
Tobacco Free Policy	VII	AA	
Training (See staff development)			
Training, classroom management	VII	U	8
Transfer of Sick Leave to Family Member	VIII	B	1,i
Transfers and Reassignments	VII	E	
Transfers, involuntary	VII	F	
Transfers, seniority	VII	E, F	
Transfers, voluntary	VII	E	4
Transport Students	VII	V	1
Travel reimbursement	VII	S	8
Underpayment	X	A	8
Union Dues	III	B	
Union Leave	III	A	10,11
Union on Board Agenda	III	A	4
Union President, definition	II	S	
Union Representative, definition	II	M	
Union Rights	III		
Union Rights, Payroll Deductions	III	B	
Union Rights, public information	III	A	1
Union Visits	III	A	5
Union, definition	II	B	
Unpaid Leave	VIII	A	6,8
Unpaid Leave, Advanced Study and Education Service	VIII	C	3
Unpaid Leave, Civic Participation	VIII	C	4
Unpaid Leave, Extended Personal	VIII	C	6
Unpaid Leave, FMLA	VIII	C	7
Unpaid Leave, Health	VIII	C	5
Unpaid Leaves, Child Rearing	VIII	C	1
Unpaid Military Leave	VIII	C	2
Use of Facilities	III	C	
Use of Facilities, bulletin boards	III	C	6
Use of Facilities, mailboxes	III	C	5
Use of Facilities, school buildings	III	C	1
USEP President, definition	II	S	
USEP, definition	II	B	
Vacancies, promotional	VII	D	
Vacation, accrued	X	E	
Vandalism	IX	D	
Virtual Instructional Program, Pasco's	MOU		
Visits by Union	III	A	5
Vocational Student Organization (VSO)	Addendum	B	7
Voluntary Pre-K (VPK) Program	MOU		
Voluntary Transfers	VII	E	4
W-2 Form	X	A	6
Work Year (see Teacher Work Year)			
Workers Compensation	IX	B	
Workers Compensation	VIII	B	2,d
Working Conditions	VII		
Worksite Safety Committee	IX	A	
Year, definition	II	K	

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**District School Board of Pasco County**

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