



**PROPOSED ACTUAL LANGUAGE
2010-11 INSTRUCTIONAL MASTER CONTRACT**

ARTICLE X - SALARY AND TEACHER WELFARE

SECTION B - Fringe Benefits

1. Health Insurance

- a) The Board agrees to contribute \$5,799.29 per eligible employee toward the cost of the benefits package for the ~~2011~~2010 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) through f) SAME

2. SAME

ARTICLE XIII – DURATION

- 1. This Agreement shall remain in full force and effect until midnight, ~~June 30, 2013~~June 30, 2012, 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.
- 2-3. SAME
- 4. This Agreement shall be reopened for the ~~2010-2011 and~~ 2011-2012 and 2012-2013 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. SAME

ADDENDUM A--SALARY SCHEDULE

Rules Governing the Salary Schedule

1 –2. SAME

3. Teaching/Related Creditable Work Experience

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

~~a) Effective July 1, 2001, 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 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 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 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 have not yet obtained step 26 on the salary schedule, the Board shall advance 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.

4-5. SAME

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 ~~August 27, 2010, September 4, 2009,~~ their second paycheck on September 3, 2010, and all subsequent paychecks will be issued at two (2) week intervals thereafter and ~~five (5) six (6)~~ paychecks at the end of the school year except those teachers who have unpaid leave reported to the leave department after ~~May 24, 2011 May 28, 2010~~ will receive ~~four (4) five (5)~~ paychecks at the end of the school year and the ~~fifth (5th) sixth (6th)~~ check will be issued on ~~June 24, 2011 June 25, 2010~~. ~~Adult education teachers on extended contracts (230 days) will receive their first paycheck on July 23, 2009, and all subsequent paychecks at two (2) week intervals thereafter.~~ School psychologists shall receive their first paycheck on ~~August 20, 2010 August 21, 2009~~, 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- 12. SAME

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.

ADDENDUM B SUPPLEMENT SCHEDULE— SAME

ADDENDUM C—Instructional Bargaining Unit – Description * Identifies Supplemented Positions

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

Economic Proposal 2010-2011

Due to the third 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. Federal stimulus dollars, which are non-recurring funds, were included in the State education funding formulas and are not guaranteed beyond this school year. 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.

As a result of the federal Education Jobs Fund Act that was signed into law on August 10, 2010, the Florida Department of Education received \$554,821,008 to be divided among the various school districts, including the District School Board of Pasco County. \$2,100,000 of the District's EduJobs funding was used to avoid furlough days for the 2010-2011 school year. All remaining EduJobs funding will be used to maintain compensation levels during the 2010-11 school year and avoid some of the layoffs that would have otherwise resulted during the 2010-2011 school year and 2011-2012 school year.

1. Salaries

a) Salary Schedule 55

1) Teachers will continue to be paid at their 2009-2010 base salary level for 2010-2011 plus any supplemental salary earned during 2010-2011. 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 2009-2010 levels.

2) All compensation under the Pasco Service Incentive (PSI) will remain at the 2009-2010 levels. Therefore, the \$1,000 PSI will not be implemented, and teachers on PSI will receive the same salary as 2009-2010. For teachers who would otherwise be eligible for PSI for the first time during the 2008-2009 through 2010-2011 school years, the \$1,000 PSI will not apply, and such teachers will receive the same salary as 2009-2010.

b) Supplement Schedule amounts will remain the same as 2009-2010.

c) The intent of this proposal is to maintain teacher salaries at 2009-2010 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 2010-2011 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 \$105,748 for the 2010-2011 school year.

3. 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.

4. Budgetary Committee

The Superintendent and Union President will mutually determine whether to continue the Budgetary Committee for the 2010-2011 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.

5. Retirement Incentives

The parties have agreed to offer an additional retirement incentive equal to ten percent of a qualifying employee's salary, not to exceed a total of \$5,000, for those employees who retire between June 6, 2011, and June 30, 2011. Employee eligibility requirements, timelines for participation, and other details specific to this incentive will be developed and communicated to employees when they are available. This incentive is in addition to any other retirement incentives to which the employees are entitled.

6. Fringe Benefits

The Board agrees to contribute \$5,799.29 (the same amount as 2009-2010) per eligible employee toward the cost of the health insurance benefit package for the 2011 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 fund an 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, self-insured incurred claims, and funded the insurance reserve account to the level specified by the District's actuary, then such surplus will be applied to the insurance costs for the 2012 plan year. 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.

MEMORANDUMS OF UNDERSTANDING

ELECTRONIC AVAILABILITY AND PRINTING OF AGREEMENT *(changed dates to reflect current year)*

ELECTRONIC PERSONNEL DIRECTORY

The Board and Union agree that for the ~~2009-2010~~ 2010 – 2011 school year an electronic directory of all personnel will be available on the district's internal network by October 20, ~~2009~~ 2010. This directory will list all 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 ~~five (5)~~ 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 ~~twenty-five (25)~~ 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 10 of the SRP Master Contract.

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.
7. For district Title I schools facing restructuring for the following school year under provisions of ESEA/NCLB, any changes as a result of restructuring that are mandatory subjects of collective bargaining will be negotiated prior to the changes being implemented. ~~USEP will be invited to serve on District and School Restructuring Committees.~~ Additionally, impact bargaining will occur when appropriate.
8. For schools in ESEA/NCLB restructuring for the ~~2009-2010~~ 2010-2011 school year, the Board will provide USEP with information relative to the progress being made at the affected schools. No changes to the established restructuring plans at these schools that are mandatory subjects of collective bargaining will be implemented without negotiations with USEP.

FLORIDA'S K-12 COMPREHENSIVE RESEARCH-BASED READING PLAN AND PROFESSIONAL DEVELOPMENT PROTOCOL STANDARDS *(changed dates to reflect current year)*

INSTRUCTIONAL EXTENDED SCHOOL YEAR PROGRAM – SUMMER OF 2010 (updated for current year)

NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS APPLICATION FEE REIMBURSEMENT (Updated year)

PAPERWORK REDUCTION FOR TEACHERS *(modified dates)*

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 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 part-time virtual instruction for students in grades six (6) through twelve (12), with the potential to expand to grades (K) through five (5) in future years. As part of its franchise with Florida Virtual School the District will utilize the curriculum provided by Florida Virtual School for virtual instruction courses, but will hire its own teachers to monitor, evaluate, and support student progress in those virtual instruction courses. For the ~~2009-2010~~ 2010/2011 school year, the District will offer full-time franchise positions. ~~Part-time franchise 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 Florida Virtual School franchise for the ~~2009-2010~~ 2010/2011 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 franchise teacher, but prior to being assigned his/her first virtual instruction course, each teacher must complete an online training program and attend a ~~one~~two-day face-to-face training on providing virtual instruction through the Florida Virtual School franchise. 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 ~~one~~two-day face-to-face training.
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 Florida Virtual School franchise contract. 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 Florida Virtual School franchise contract.
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 the Florida Virtual School franchise program.

Full-Time Positions:

1. Teachers will be paid a base salary equal to 95% of the salary established by Salary Schedule 55. In addition, 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 2010/2011 school year. Furthermore, 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 2010/2011 school year. For the purposes of measuring successful completions, 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 students assigned to Pasco's eSchool successfully complete their virtual instruction courses during the 2010/2011 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 successfully completing their virtual instruction course(s), up to a maximum of 5% (85% of students successfully completing), during the 2010/2011 school year. For the purposes of measuring successful completions, 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 2010/2011 school year, preference will first be given to teachers with previous successful virtual instruction experience.
4. After being selected as a franchise teacher, but prior to being assigned his/her first virtual instruction course, each teacher must complete an online training program and attend a two-day face-to-face training on providing virtual instruction through the Florida Virtual School franchise. 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 two-day face-to-face training.
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 2010/2011 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 Florida Virtual School franchise contract. 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 Florida Virtual School franchise contract.
13. By April 1st 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 Florida Virtual School franchise 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.

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 2010/2011 school year. Meeting dates will be mutually agreed upon by the Superintendent and the USEP President.

RETENTION OF FINGERPRINTS, AND FIVE (5) YEAR NATIONAL 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 \$6.00 per employee, must be paid each year and the fee for the national records check, ~~currently \$24.00~~ estimated to be \$20 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 ~~\$56,100~~ \$105,748.

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.

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 are 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 2010/2011 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 July 27 through July 29, 2010, or from August 3 through August 5, 2010.

Teacher attendance during these additional days is mandatory and follow-up activities and teacher coaching will be required throughout the 2010/2011 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, August 20, 2010. 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 11, 2010.
- He/she must remain employed through the end of the school year, June 3, 2011.
- He/she must be in a paid status at RHS for a minimum of ninety-nine workdays during the 2010/2011 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 2010/2011 school year and will be provided in a separate paycheck. This supplement will be paid to teachers on or before June 24, 2011.

Performance Pay

The District and Union agree to meet during the 2010/2011 school year and work on developing a performance pay plan for teachers. This plan may enable teachers to earn additional income during this school year.

Teacher Evaluation

During the 2010/2011 school year, the District will be required to develop a new teacher evaluation system with teacher, principal, and Union involvement that is consistent with the requirements contained in the SIG application and Differentiated Accountability legislation. These requirements include the use of student growth data as a significant factor in the assessment of teacher performance. Teachers will continue to be evaluated through the existing evaluation tools and processes during the 2010/2011 school year, while the SIG compliant evaluation system is being developed.

School Transfers and Reassignments

Any teacher at RHS who does not want to continue in his/her current assignment for the 2010/2011 school years, must give written notification to his/her principal no later than July 19, 2010. Any teacher who provides such notification will be transferred to another position within the District in accordance with Article VII, Section F - Involuntary Transfers, of the Instructional Master Contract, and the process used to implement those provisions.

The District will provide assistance in securing a transfer for the 2011/2012 school year to any teacher who provides a written request to the school principal by April 1, 2011.

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.

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 FDOE approval of RHS's SIG application and sufficient funding being provided through the SIG.

VOLUNTARY PRE – K (VPK) PROGRAM - SUMMER 2010 (updated for the new year)

2010-2011 Salary Schedule #55 Instructional, Annual, Professional Services, and Continuing Contract

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