

**Best and Final**

**BOARD ECONOMIC COUNTERPROPOSAL**

**April 28, 2022 (revised April 29, 2022)**

**INSTRUCTIONAL ECONOMIC PROPOSAL 2021-2022**

The grandfathered pay plan and performance pay plan shall refer to the grandfathered salary schedule and performance salary schedule required by Florida Statute 1012.22. A teacher on an annual contract as of July 1, 2014, shall be automatically placed on the performance pay plan described in this proposal. A teacher on continuing contract or professional services contract will be placed on the grandfathered pay plan as described in this proposal as the default. These employees may opt into the performance pay plan if they affirmatively elect to do so and relinquish their continuing contract or professional services contract and agree to be employed on annual contract, as required by law. An employee who relinquishes his/her continuing contract or professional services contract may not return to the grandfathered pay plan or his/her continuing contract or professional services contract.

**1. Salaries**

**A. Salary Supplements**

The Board and Union agree that all employees should be further recognized for their continued service to students and agree to provide an additional salary supplement to instructional employees for the 2021-2022 school year. A total amount of approximately ~~\$12,374,321~~ ~~3,093,580.25~~ ~~\$12,374,321~~, ~~\$7,733,950~~, ~~\$12,374,321~~-which includes all applicable employer withholdings, shall be provided based on the terms and conditions outlined below:

1. To be eligible for a salary supplement, an instructional employee must be actively employed by the District on the date this economic proposal is signed and remain employed through the date of Board ratification of this agreement.
2. An eligible instructional employee's salary supplement shall be equal to ~~4%~~~~1%~~ ~~4%~~ ~~2.5%~~ ~~4%~~ of their annual base contracted salary, including any applicable advanced degree supplement.
3. Salary supplements are non-recurring and will not become part of an employee's base salary; however, salary supplements will count as earnings for the 2021-2022 school year for FRS purposes.
4. Salary supplements will be subject to applicable withholdings.
5. Salary supplements will be provided in a lump sum payment and shall be paid prior to June 30, 2022.

**B. Teacher Salary Increase Categorical**

6. During the 2021 Legislative Session, the Florida Legislature increased funding to the Teacher Salary Increase Allocation and provided an additional \$50 million statewide to this categorical fund. 80% of these increased funds were allocated to increase the minimum base salary for Florida Education Finance Program (FEFP) funded full-time K-12 classroom teachers and pre-kindergarten teachers. The remaining 20% of these funds were allocated to provide salary increases for FEFP funded instructional personnel (excluding substitutes and instructional assistants/paraprofessionals) who did not receive an increase from the 80% allocation.
7. In total, Pasco County received an additional ~~\$1,573,117~~ through the Teacher Salary Increase categorical on the FEFP. Of this total amount, ~~\$221,825~~ has been allocated to the District's charter schools based on the Florida Department of Education's calculation methodology for funding the District, leaving ~~\$1,351,292~~ for the District's use. ~~\$222,582~~ then needed to be reserved to cover the required employer benefit withholdings, leaving a total of \$1,128,710 to

be appropriated directly into the paychecks of eligible employees. The 80% allocation of salary dollars is therefore \$902,968, with the 20% allocation amounting to \$225,742.

8. In accordance with the 80% requirement of this appropriation, approximately \$928,730 will be provided to increase the minimum full-time classroom teacher's salary to \$45,200. Of this total amount approximately \$894,517 will come directly from the categorical and \$34,213 will come from grants and other funding sources that are currently being used to pay for the salaries of classroom teachers.
9. In accordance with the 20% requirement of this appropriation, approximately \$227,959 will be provided to increase the salaries of all remaining instructional personnel to \$45,200 and to provide a salary increase to instructional personnel who earned a year of service credit for the 2020-2021 school year but did not receive a salary increase because of the 80% requirement outlined above. Of this total amount approximately \$223,445 will come directly from the categorical and \$4,514 will come from grants and other funding sources that are currently being used to pay for the salaries of instructional personnel. The amount of the salary increase provided to eligible instructional personnel who did not receive a salary increase because of the 80% requirement will be determined by dividing the amount of all remaining funds available under the 20% appropriation by the number of eligible instructional personnel.
10. Approximately \$228,099 will be provided to cover the 19.72% employee benefits costs associated with the above salary increases. These costs include the District's required contributions to each employee's Florida Retirement Service account, Federal Social Security and Medicare contributions, and state Workers Compensation and Unemployment insurance coverage. Of this additional amount \$222,582 will come directly from the categorical and \$5,517 will come from grants and other funding sources that are currently being used to pay for the salaries of instructional personnel.
11. The definitions articulated in HB 641, HB 5001, and Chapter 1012 of Florida Statutes are to be applied as required to all relevant terms in this proposal.
12. The minimum teacher's salary referenced in this section is based on a traditional 196-day contract with 7.5 hours contracted per day. Teachers contracted for additional days and/or hours per day have their salaries adjusted proportionally to their contract terms.

#### C. Additional Salary Increases and Other Salary Expenditures

~~1. In addition to the amount provided through the Teacher Salary Increase Categorical, the District will provide an increase to the salaries of all instructional personnel who did not receive an increase of at least 3.00% as a result of Teacher Salary Increase Categorical appropriation to a total of 3.00%. In addition to the amount provided through the Teacher Salary Increase Categorical, the District will provide an increase to the salaries of all instructional personnel who did not receive an increase of at least 1.5% as a result of Teacher Salary Increase Categorical appropriation to a total of 1.5%.~~

1. The District will cover the cost of additional required contributions to the Florida Retirement System. For the 2021-2022 school year, the increased contribution amount is approximately \$2,013,348.
2. The District will also continue to provide \$250,000 for non-recurring one-time supplements for jteachers who meet the criteria for differentiated pay categories. Teachers will be eligible for this supplement provided that they are employed in Title One eligible or DDD/F schools or are employed and properly certified in critical shortage subject areas as defined by the District. For the 2021-2022 school year, Critical Shortage for the purposes of differentiated pay is defined as: Teacher - Autism Spectrum Disorder, Teacher - Emotionally Behaviorally Disabled, Teacher - High School Math, Teacher - Middle School Math, Certified School Counselor: Elementary, Middle and High, Teacher - Varying Exceptionalities, Teacher -

Intellectual Disabilities, School Psychologist, School Nurse, and Speech Language Pathologist. Teachers are eligible to receive a supplement meeting the criteria for Title One eligible or DDD/F but not both. Teachers on the performance pay plan and grandfathered pay plan are eligible for these supplements.

3. The placement schedules contained in Addendum A will be used to place instructional employees hired on or after July 1, 2021, onto the instructional salary range.
  4. Following the ratification of this agreement and processing of the salary increases outlined above, all teachers will be provided documentation from HREQ that will reflect their base salary for the 2021-2022 school year.
  5. Instructional employees hired after July 1, 2018, will be paid year-round on the 26-pay cycle. Those hired before July 1, 2018, will have the option of remaining on the 22-pay cycle with a lump sum payment at the end of the school year or may choose to enter the year round 26-pay cycle. When an employee moves to a 26-pay cycle, he/she will remain on the year round 26-pay cycle and may not opt back into the 22-pay cycle.
- D. Except as otherwise noted, supplement schedule amounts will remain the same as during the 2020-2021 school year.
- E. The payment and increases shown above will be provided retroactively to July 1, 2021, for current bargaining unit members employed on the date of Board ratification. However, such increases will not be provided to bargaining unit members who left the District prior to Board ratification for any reason.
- F. Should the District's budgetary status improve during the 2021-2022 school year, the Board and the Union agree to meet to examine the possibility of compensation improvement.
- G. Effective July 1, 2022, the salary of all instructional employees will be increased by 2.69%. This does not diminish the right to continue to bargain salary improvements for the 2022-2023 school year retroactive to July 1, 2022.

G. Salary Negotiations for 2022-2023

1. Following the conclusion of negotiations for the 2021-2022 school year, the Board and Union agree to immediately begin the process of negotiating employee salaries for the 2022-2023 school year, with the goal of reaching a tentative agreement prior to the return of staff and students in August of 2022.
2. Included in these negotiations will be the District's allocation of Teacher Salary Increase Categorical Funds for the 2022-2023 school year, currently estimated to be approximately \$7,000,000 or 2.69% of the District's instructional payroll. In addition, the Board and Union agree to work together to identify and negotiate additional recurring funds that can be used to further increase teacher salaries and begin to address salary compression issues stemming from the restrictions on the use of the Teacher Salary Increase Categorical Funds.

G. Salary Negotiations for 2022-2023

1. Following the conclusion of negotiations for the 2021-2022 school year, and if/once the 2022-2023 Florida state budget and corresponding budget implementation language is signed by the governor, the Board and Union agree to immediately begin the process of negotiating employee salaries raises for the 2022-2023 school year, with the goal of reaching a tentative agreement prior to the return of staff and students in August of 2022.
2. Included in these negotiations will be the District's allocation of Teacher Salary Increase Categorical Funds for the 2022-2023 school year, currently estimated to be approximately \$7,000,000 or 2.69% of the District's instructional payroll. In addition, the Board and Union agree to work together to identify and negotiate additional recurring funds that can be used to further increase teacher salaries raises and begin to address salary compression issues stemming from the restrictions on the use of the Teacher Salary Increase Categorical Funds.

Furthermore, the Board and Union agree to bargain the effective dates and/or any applicable retroactivity of any salary increases.

#### G. Salary Negotiations for 2022-2023

1. The District and Union agree that once/if the 2022-2023 Florida state budget and corresponding budget implementation language is signed by the governor, the District will use its share of the Teacher Salary Increase Categorical Funds for the 2022-2023 school year to increase the salaries of instructional employees in accordance with Florida law and Florida Department of Education rules. The District's share of the 2022-2023 Teacher Salary Increase Categorical is currently estimated to be approximately \$7,000,000 or 2.69% of the District's instructional payroll. Regardless of the date the increases stemming from these funds are processed, all resulting increases will be paid as of and/or retroactive to the first day of each eligible teacher's contract for the 2022-2023 school year. Should the amount or implementing language surrounding the allocation of Teacher Salary Increases Categorical funds be changed by the State after the date this proposal is executed, this paragraph shall become null and void and the parties agree to return to the table and renegotiate as appropriate.
2. Following the conclusion of negotiations for the 2021-2022 school year, the Board and Union agree to immediately begin the process of further negotiating for the 2022-2023 school year to identify funds that can be used to further increase teacher raises and begin to address salary compression issues stemming from the restrictions on the use of the Teacher Salary Increase Categorical Funds. Furthermore, the Board and Union agree to bargain the effective dates and/or any applicable retroactivity of any salary increases.

#### **2. Additional Compensation for Teachers Providing Additional Instruction**

For the 2021-2022 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 \$5,500 annually, or \$2,750 on a semester basis. Full time teachers at Marchman Technical College employed prior to July 1, 1997, shall continue to receive this supplement. Secondary classroom teachers who are hired on or after July 1, 2020, and who sign a condition of employment to teach the equivalent of six instructional periods per day, shall be paid the supplement amount listed above.

#### **3. Fingerprint Retention Fees**

Florida Statutes require the submission of employee fingerprints to the Florida Department of Law Enforcement (FDLE) automated fingerprint identification system, annual monitoring, and resubmission of the fingerprints every (5) years. The monitoring fee, currently \$6.00 per employee, must be paid each year and the resubmission fee currently \$13.25 per employee, must be paid every five (5) years. In order to comply with the applicable law and provide a benefit to teachers, the Board and the Union agree that the Board will continue to pay the fingerprint retention fee for teachers, estimated to be \$39,699.25 for the 2021-2022 school year.

#### **4. Fringe Benefits**

The Board agrees to contribute \$7,432.56 \$7,174.89 (an increase of \$257.67 \$153.36 from 2021 2020) per eligible employee, toward the cost of the health insurance benefits package for the 2022 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 and administrative costs 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. For the 2021-2022 school year, the District will continue to offer the annual health risk assessment incentive of up to \$250 per employee.

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 funded the insurance reserve/surplus account to the level identified by the District Insurance Committee, then such surplus will be placed in the insurance reserve/surplus account applied towards the insurance costs and/or reserve for the 2022 plan year. Should increases in costs for the products and services contained in the health insurance benefit package require an additional District contribution in excess of the operating dollars budgeted for the 2021 benefit year, the Board and the 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.

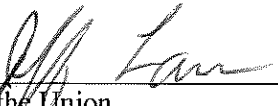
Effective with the 2013-2014 school year, employees receiving the District's health insurance benefit package who terminate employment after working through the final day of his/her respective work calendar shall continue to receive Board contributions towards his/her health insurance benefit package through the end of August of that plan year.

##### **5. Duration of Economic Offer**

Due to the need to expend some of the grant-funded portions of the salary provisions included in this economic proposal prior to the end of the District's fiscal year, any tentative agreement to the terms of this economic proposal shall only be valid until ~~May 31 June 30, May 31, 2022~~. Should employee ratification of the entire collective bargaining agreement not occur on or before this date, both parties understand that this tentative agreement shall be null and void and a new tentative agreement will need to be negotiated based on the funding available at that time.

  
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For the Board

5/2/22  
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Date

  
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For the Union

5/2/22  
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Date