

**STIPULATION BETWEEN
THE SCHOOL BOARD OF PINELLAS COUNTY AND
THE PINELLAS CLASSROOM TEACHERS ASSOCIATION
DIFFERENTIATED PAY/RECRUITMENT, RETENTION AND PERFORMANCE BONUSES
FOR SCALE UP SCHOOLS
AMENDED APPENDIX D-1**

THIS STIPULATION is entered into by and between The School Board of Pinellas County ("Board") and the Pinellas Classroom Teachers Association ("Association").

WITNESSETH:

WHEREAS, the Board and Association are parties to a collective bargaining agreement executed by the parties on January 8, 2016 and January 5, 2016, respectively, effective for the time period July 1, 2015 through June 30, 2018 ("CBA"); and

WHEREAS, Appendix D of the CBA is a Differentiated Pay plan which originally provided for recruitment, retention and performance bonuses for fifteen (15) high needs schools designated as Turnaround Schools; and

WHEREAS, Appendix D was amended by a Stipulation executed by the parties on April 11, 2016 (the "April 11, 2016 Stipulation") to, among other things, add three additional elementary schools to the list of Turnaround Schools; and

WHEREAS, the parties agreed in the April 11, 2016 Stipulation that five of the Turnaround Schools-- Campbell Park, Fairmount Park, Lakewood, Maximo and Melrose Elementary Schools --(referred to as the Scale Up Schools), have unique and urgent needs and should be addressed differently than the other Turnaround Schools and therefore created Appendix D-1 to address the Scale Up Schools, and

WHEREAS, Appendix D, as amended by the April 11, 2016 Stipulation, is being further amended by an agreement entered into substantially contemporaneous with this Agreement to reflect revisions agreed to by the parties, and

WHEREAS, the parties desire to amend Appendix D-1 in order to maintain consistency with some of the changes made to Appendix D; and

NOW THEREFORE, the Board and Association stipulate and agree to the following:

1. The following five (5) Scale Up Schools will receive recruitment, retention and performance bonuses pursuant to this agreement:

- A. Campbell Park Elementary
- B. Fairmount Park Elementary
- C. Lakewood Elementary
- D. Maximo Elementary
- E. Melrose Elementary

RECRUITMENT BONUS

2. Teachers who are recruited to work at one of the Scale Up Schools subject to this Agreement are eligible for a recruitment bonus of \$5,000. For purposes of this agreement, the term "teacher" refers to all instructional personnel defined in §1012.01 (2)(a)-(c) F.S.

3. The recruitment bonus is available to teachers only for the first year they are hired into the Scale Up School. Thereafter, a teacher who remains at the school is eligible for the retention bonus. A teacher is not eligible for both.

4. All full-time teachers who have completed the recruitment process and are hired to work at the school are eligible to receive the recruitment bonus. The full amount of the bonus will be paid for teachers who work the full school year and those who work less than the full school year will receive a prorated amount.

5. Any teacher in the District may apply for a vacant position at any Scale Up School at any time during the school year, notwithstanding any timeline established for a transfer process.

6. Teachers currently working outside the District who hold certifications in critical need positions and who are interested in working in one of the Scale Up Schools will continue to be recruited by the District through, among other ways, recruitment fairs, online job postings, and ongoing partnerships with teacher preparation programs.

7. Any teacher with a rating of Highly Effective, who is recruited from a Pinellas County School not in turn-around status, will have the option of returning to that school for the beginning of the next school year, provided that a position exists at the former school.

RETENTION BONUS

8. Teachers who receive a rating of Highly Effective, Effective or Developing (applies to a teacher in years 1-3) on their evaluation and remain at the same Scale Up School for the following school year are eligible for the retention bonus. Full-time teachers who are retained will be eligible to receive the retention bonus. The full amount of the bonus will be paid for teachers who work the full school year and those who work less than the full school year will receive a prorated amount.

9. Retention of a teacher at the school is within the discretion of the principal. Principals will be encouraged to retain teachers who receive a rating of Highly Effective or Effective. If the principal decides that the teacher is not to be retained, the teacher may submit

a written request for a meeting to the Assistant Superintendent for Human Resources who will schedule a meeting with the Area Superintendent, the teacher and his/her representative. The principal and other staff called upon by the Assistant Superintendent for Human Resources will also be present at the meeting. The principal will explain the basis upon which the decision not to retain the teacher was made. The Area Superintendent and the Assistant Superintendent for Human Resources will determine the appropriateness of the principal's decision. Such determination shall be in their sole discretion and shall not require just cause. There shall be no appeal from or challenge to their decision nor shall it constitute a basis for grievance.

9. For purposes of this Amended Appendix D-1, and notwithstanding the definitions of "voluntary transfer" and "involuntary transfer" set forth in Articles 17 and 18 of the CBA, the term "transfer" refers to a any teacher employed under a contract with the Board who is not retained at the Scale Up School, either because the Principal decides not to retain the teacher or because the teacher elects to leave the school. A person who is transferred under this provision, may participate in the voluntary or involuntary transfer periods. If the teacher does not find a new position, the District will place them prior to the start of the new school year. Once the teacher agrees to stay at a Scale Up School for the 2017-2018 school year, they are not eligible to transfer until the conclusion of that year. Likewise, once a Principal agrees to retain the teacher at a Scale Up School for the 2017-2018 school year, the teacher may not be transferred to another school until the conclusion of the 2017-2018 school year.

10. This agreement does not preclude a teacher at a Scale Up School from participating in the Voluntary Transfer period established by Human Resources. However, the teacher must identify no more than two schools to which they would apply if available.

11. The amount of the retention pay is as follows:

- a. 1st year of retention (which is the year after teacher is recruited) = \$5,000
- b. 2nd year of retention = \$5,000
- c. 3rd year of retention = \$5,000
- d. 4th year of retention = \$5,000
- e. 5th year of retention = \$5,000
- f. 6th year of retention or more = \$6,000

PERFORMANCE BONUS

12. Teachers at a Scale Up School are also eligible for performance bonus for meeting at least 2 out of the 3 following school wide improvement measures:

- a. Improve by one school letter grade or maintain an A or B
- b. Increase school value-added scores on the 50-point scale by 3 points
- c. 90% of the staff participated in annual school wide professional development. Annual school wide Professional Development to be defined by the faculty and site-based administration based on the School Improvement Plan. Annual Professional Development and the exact requirement to achieve 90% to be communicated by the Principal to all staff during preplanning.

13. Teachers will be paid the following for meeting the school wide goals:

- 2 out of 3 = \$1,000
- 3 out of 3 = \$2,000

EXTENSION OF SCHOOL DAY

14. Pursuant to Article 27 of the CBA, the Student Instructional Day for elementary schools is 6 hours and the Teacher Contractual Day is 7.5 hours. Under Appendix E of the CBA, the parties have extended these hours to 6.5 hours and 8 hours respectively. The parties hereby agree that teachers at Scale up Schools will work a total of nine 9 hours per day to accommodate the extended Student instructional Day which will be 7.5 hours beginning with the 2016-2017 school year. Teachers will be paid their base hourly rate (exclusive of referendum) for such additional hours worked.

15. Teachers at the Scale Up Schools are not required to attend additional meetings not otherwise provided for in the CBA. The teacher is expected to maintain a log of all additional hours worked, either inside or outside the building.

16. A collaborative implementation group shall be established to review and discuss the progress of initiatives being implemented in the Scale Up Schools. A separate letter dated April 11, 2016 outlines the District's commitment to establish teams to participate in the planning process.

SUNSET

17. When a school exits the State Turn Around status the above provisions will continue for a minimum of two (2) additional school years.

The School Board of Pinellas County Florida

By: 

Date: 3-2-17

The Pinellas Classroom Teachers
Association, Incorporated

By: 
Michael Gandolfo, President

Date: 3-2-17