

May 7, 2009
SUMMARY OF PROPOSED PCTA-PCSB CONTRACT CHANGES

(Underlining indicates additions to contract; ~~strikethroughs~~ indicate deletions.)

Article VI, Duration

New section: D. The parties agree that the economic provisions of this agreement (including Article XXXIX “Teaching Hours and Teaching Loads”) were bargained under extreme financial conditions and severe district revenue shortfalls. Therefore, the parties agree to continuously monitor the district budget and at the earliest possible time to reopen negotiations on salaries, economic benefits, and teaching hours and loads, with the joint goal of restoring any lost step increments as soon as it becomes financially feasible.

Article VII, Grievance Procedure

Time limits reinforced. Deadline for appeal to arbitration shortened from 90 to 30 days.

Article VIII, Leaves of Absence

Add to section A.1. Sick Leave: A month of service for this purpose shall be defined as employment in a paid status for eleven (11) or more days during the same month.

New section A.g) Use of Sick Leave by Family Members: Under the following guidelines district employees may authorize their spouse, child, parent or sibling who is also a district employee, to use sick leave that has accrued to the authorizing employee.

1. The recipient must have used all of his/her personal accumulation of sick leave (and vacation leave, if applicable).

2. Maximum transfer for any one (1) illness, injury or complications arising thereof, shall be thirty (30) days per school year.

3. Days used may not result in double compensation when combined with other benefits such as workers compensation or tort damage awards.

4. The recipient and the donor must complete the appropriate form from the human resources office.

5. The human resources administrator approving the form may require documentation of the recipient's relationship to the authorizing employee.

Section A.3, Military Leave, ~~Military Leave: Any teacher who is a member of a state or local reserve component shall be entitled to as many as seventeen (17) days of leave to serve with said reserve component. This leave shall be granted after the teacher has made an effort to arrange his/her military service to take place during a vacation period or a period when the teacher has not pupils in attendance, provided that no individual's status shall be altered as a result of this provision. Any member of the staff that is called to active duty shall receive the higher of his/her district compensation benefits with his/her benefit level and position being maintained as if he or she were in regular attendance.~~

Military Leave: Military leave with pay may be granted an employee when the request is supported by a copy of the military orders, up to seventeen (17) days per school year to perform military service. Such leave is not charged as vacation. It shall be established that the period selected is not at the convenience of the employee but a military necessity, if it falls within the school year. An employee called to active military service shall receive full pay for the first thirty (30) days of military leave, and the remainder of such leave shall be without pay. After two years of leave, the employee must apply for reemployment within one year after date of discharge, and the school system shall have six months after application in which to reassign the employee. An employee shall not suffer loss of pay and benefits if called to active military service during periods of national emergency or wartime service that extend beyond the thirty day limit and the following provisions will apply:

(a) If the employee's combined military salary and benefits is less than that received while working for the School Board, the Board will pay the difference in this amount in an effort to make whole any employee who must forfeit some portion of his or her salary and benefits as a School Board employee during service in the United States military.

(b) This "hold harmless" provision shall apply only during the specified period of time during which the employee is scheduled to work for the Board but required to serve on active duty as defined by his or her official military orders.

Article XI, Academic and Personal Freedom

~~C. Teachers are entitled to full rights of citizenship, and no religious or political activities of any teacher, or lack thereof, shall be grounds for discipline or discrimination with respect to the employment of such teacher, provided that such activities do not violate the Constitution and the laws of the United States and/or the State of Florida.~~

C. No employee shall on the basis of race, color, creed or religion, sex, legal marital status, national origin, age, disability, sexual orientation or any other basis prohibited by law be excluded from participation, be denied the benefits of or be subjected to discrimination/harassment under any educational program, activity, service or in any employment conditions, policies or practices conducted by the Pinellas County School Board.

Article XII, Teacher Assault Protection

A. Teachers will immediately report to the school principal in writing all cases of assault /battery suffered by them in connection with their employment.

C. If a pupil is found guilty of assaulting or battering a teacher and no teacher negligence is proven, any damages, injuries, or material loss suffered by the teacher shall be fairly compensated for by the Board. Claims for psychological damages as a result of such incidents shall not be compensable and are not covered by this provision.

D. All disciplinary actions regarding assaults/batteries upon teachers shall be administered in compliance with the adopted code of student conduct. Unless otherwise prohibited by law, if a pupil is found guilty of assaulting or battering a teacher, said student will be expelled.

Article XVII, Voluntary Transfers

Section A. DEFINITION: A voluntary transfer is a teacher request for a change in teaching position from one school to another.

Section B. PROCEDURES

1. The voluntary transfer process shall be consistent with the Request for Voluntary Transfer application form and the corresponding timeline.
2. Annually, the details of this process: specific guidelines and timeline are reviewed and agreed upon through collaborative bargaining.
3. Transfers may be considered outside the negotiated guidelines for promotional opportunities, to accept a higher paying position, or if in the best interest of the District. A qualified replacement must be obtained before a transfer can become effectuated.
4. The voluntary transfer process may be suspended by mutual consent of the parties in order to address reduction in force issues or other changes in the financial status of the district.
5. The Board reserves the right to adjust the composition of the staff ~~shall~~, when it becomes necessary to comply with legislative requirements and this shall take precedence over the negotiated process of teacher transfer and placement.
6. In the event of opening a new school, the Board may establish reasonable limits on transfers approved from any school.
7. It is understood that all transfers shall be made in the best interests of the teacher and the system. It is understood that each position shall be filled by the best qualified applicant. When, in the opinion of the Personnel Department, the best qualified applicant is not the senior applicant, sufficient cause shall be given.
8. Positions which are filled at the conclusion of the school year by long-term substitutes or second semester contract teachers in non-protected assignments shall be vacated for use in the voluntary and involuntary transfer process. If such positions are not filled by transfer, the Board shall select the best qualified applicant from outside the system.

Section A. DEFINITION

~~A voluntary transfer is a teacher request for a change in teaching position from one school to another.~~

Section B. PROCEDURES

1. ~~Teachers who desire a transfer to another building shall file a written request with the Superintendent no later than May 1 on a form supplied by the Personnel Office. Such request shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which the teacher desires to be transferred in order of preference. The teacher shall notify the principal of the request for a transfer.~~
2. ~~If more than one (1) person has applied for a transfer to a position, seniority shall be the determining factor between equally qualified candidates.~~

~~3.—A master list of all known vacancies shall be maintained in the Personnel Office. This list shall be shown to any teacher upon request.~~

~~4.—The transfer period shall begin February 1. Requested positions shall not be filled by a new teacher unless it is demonstrated that no qualified, currently employed teacher has applied. As of one (1) week past the post school period, all teachers who have applied for a transfer shall, upon request, be informed of the rationale for which a transfer was not granted. Transfer deadlines shall be extended to the end of the pre-school period for transfers agreed to by the teachers and the principals involved.~~

~~5.—Teachers may transfer at any time during the school year in order to move in field from an out of field assignment or to accept a higher paying position. A qualified replacement must be obtained before a transfer can become effectuated.~~

~~6.—Racial composition of the staff shall, when court ordered, take precedence over seniority as a determining factor.~~

~~7.—In the event of opening a new school, the Board may establish reasonable limits on transfers approved from any school.~~

~~8.—It is understood that all transfers shall be made in the best interests of the teacher and the system. It is understood that each position shall be filled by the best qualified applicant. When, in the opinion of the Personnel Department, the best qualified applicant is not the senior applicant, sufficient cause shall be given.~~

~~9.—Positions which are filled at the conclusion of the school year by long term substitutes or second semester contract teachers in non-protected assignments shall be vacated for use in the voluntary and involuntary transfer process. If such positions are not filled by transfer, the Board shall select the best qualified applicant from outside the system.~~

Article XX, Terminal Pay

Section A.1: Retirement: Subsequent to ~~ten (10)~~ **six (6)** years of service in Pinellas County School System, the employee shall receive payment for unused accrued sick leave under the following formula:

Subsequent to six (6) years -	40%
Subsequent to ten (10) years -	65%
Subsequent to fifteen (15) years -	70%
Subsequent to twenty (20) years -	80%
Subsequent to twenty-five (25) years -	90%
Subsequent to thirty (30) years -	100%

Article XXI, Teacher Assignments

A. Teachers shall be given a reasonable opportunity to participate in the formulation of the master schedule for their schools, particularly that part of the master schedule that pertains to them and their schedule or class assignment. The schedule for the following year shall be formulated as soon as possible and shall not be altered except in the case of ~~emergencies~~ circumstances that did not exist or were not apparent at the time the schedule was created. Each principal shall submit said schedule to administration and copies shall be made available to the Association. Each member of the instructional staff shall have access to the master schedule.

B. If conditions arise which necessitate changes, teachers affected shall be notified as soon as possible. Present members of the teacher staff who have applied in writing and are qualified shall be given first consideration in any such reassignments. Principals who are aware of significant staff changes shall notify affected teachers prior to the close of the transfer period if possible. When such circumstances requiring change(s) to the master schedule occur or become apparent after the close of the school year, principals shall make reasonable attempts to contact department chairs/team leaders to solicit their input in adjusting the schedule to accommodate those changes in the best interest of the students school.

C. ~~Except in limited circumstances an emergency, in order to assure that students are taught by teachers working within their areas of competence,~~ teachers shall be assigned to teach only in the grades and subject fields for which they are qualified, as well as in accordance with the regulations of the State Board of Education.

Article XXVI, Teacher Facilities and Materials

Section H: ~~Adequate attendance books, papers, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibility shall be provided.~~

Section O: ~~Consistent with district objectives to create a smoke free work environment, upon ratification of this Agreement, each affected work location shall convene a meeting of administration and affected employees to develop a transition consistent with Board policy.~~

Article XXVII, Planning Periods and Lunch Time

New Section D:

Early Release Day For Planning:

- 1) Students shall be released 60 minutes early on each Wednesday in order to provide uninterrupted planning time for faculty.
- 2) A schedule for early release days (not to exceed 32 days per year) will be provided prior to the start of each school year.
- 3) The class schedule that will be used on early release days will be developed during the pre-school period each year.
- 4) Student time lost on early release days will be redistributed to the remaining student attendance days so that there will be no net loss of instruction.
- 5) Except as expressly stated herein, all early release time shall be unscheduled and utilized at the discretion of the teacher for such professional responsibilities as: planning for instruction, required paperwork, parent conferencing, team planning and/or record keeping.

- 6) A maximum of eight (8) of these designated early release days per year shall be scheduled for required professional development consistent with the goals of the district or the school and/or to meet a state or district required mandate. Principals will collaborate with teachers in the delivery of such professional development. This time shall be in addition to any time currently devoted to training or meetings in the school's current schedule.
- 7) Implementation of early release days will not extend the normal teacher contract day. Instructional staff are required to complete the regular school day on early release days and may not shorten their day except where the administrator has provided expressed approval to leave early for a specific reason.

Article XXXIII, Teacher Evaluation and Files

3. Within ten (10) days of the evaluation observation, each teacher shall be given his/her evaluation report and shall have the opportunity to discuss such report with his/her evaluators. After such discussions, the teacher shall sign the report, but the teacher's signature does not necessarily indicate agreement with its contents. It is the responsibility of the evaluator to apprise the evaluatee of the data that led to the evaluation. ~~The evaluatee has the right to challenge the accuracy of the data through the grievance procedure. In the event that any portion of the evaluation is established to be inaccurate, the evaluation report shall be modified to delete that portion. Standard rules of evidence shall be the criteria.~~

7. The parties establish the following exclusive method of evaluation review: Teachers shall have the right to request an appeal through the Regional Associate Superintendent of evaluations which do not meet Minimum Expectations for Level 1, or which contain ratings of Expectation in Progress in two or more categories. This appeal process shall replace the grievance procedure in resolving teacher evaluation concerns except where the Association believes the review was biased, in which case the Association, not the evaluatee, may file a grievance.

Section B. TEACHER FILES

1. Each teacher shall have the right to review by appointment the contents of his/her personnel file. Upon prior notification in writing by the teacher, another individual may accompany the teacher in such review. The review shall be made in the presence of the administrator responsible for the safekeeping of such file. Wherein jeopardy of the teacher's position is involved, facilities shall be available for the teacher at his/her own expense to make photocopies of such contents and records as concerns his/her work or himself/herself. Costs associated with reproduction of such documents shall be paid by the employee at the time of the request.

2. No secret files shall be maintained either in the school or in Central Administration. Derogatory material that has not been brought to the attention the teacher pursuant to Florida Statute shall not be admissible in any action against the teacher. These actions shall include, but not be limited to: termination, promotion, and/or transfer.

Article XXXVII, Suspension, Dismissal, and Resignation of Teachers

C. Whenever a hearing is requested, said hearing should be conducted by an administrative law judge appointed by the Division of Administrative Hearings.

D. Resignations shall be voluntary and in those instances wherein a resignation is requested, such request shall be made only by the Superintendent or designee. All resignations shall be irrevocable by the resignee once tendered unless the Superintendent otherwise consents in writing.

Article XXXVIII, Review For Non-Appointment of Teachers On Probationary Contract

B. The principal shall arrange conferences with teachers during the probationary period for the purpose of advising, building confidence, and preventing discouragement. However, the principal shall arrange conferences with those teachers showing definite weaknesses in order to outline their deficiencies and make recommendations for their improvement. The principal shall exert reasonable efforts to help the teacher succeed in becoming an effective teacher.

Article XXXIX, Teaching Hours and Teaching Loads

D. Within the parameters established by the Agreement, it shall be the responsibility and prerogative of the Board to establish the schedule and courses of instruction to be offered to students at all grade levels. Secondary students will be provided seven (7) courses of instruction per semester during the life of this agreement. The daily/weekly schedule for all teachers shall be designed to maximize instructional contact time with students in the classroom. Any high school credit classes shall comply with Sec. 1003.436, F.S. Instruction shall be provided in accordance with the schedule created for each school. Sufficient staffing shall be provided to meet required state statutes. In developing the master schedule, the principal will:

1. Use a differentiated budgeting process to provide for the needs of the school.
2. Solicit and utilize input into the development of the master schedule. Input provided through departmental, team and/or Small Learning Community (SLC) structures shall include: required daily planning time for faculty; balancing loads among staff; maximizing teaming opportunities; utilizing individual experience and strengths for maximum effect; utilizing blocks of time when best suited for delivery of instruction; and number of preparations required of individual teachers (subject to section F below).
3. Maximize teaming opportunities where appropriate, utilize the individual strengths and qualifications of staff and consider the effective use blocks of time when best suited for delivery of instruction.
4. Where a faculty wishes to develop a schedule that requires a waiver of specific contractual provisions and is viable from a financial and logistical perspective, a 75% vote shall be required pursuant to current contract language in effect.

~~D. The teaching load for secondary teachers shall not be in excess of five (5) teaching periods per day on a six (6) period overall school schedule and not more than five (5) teaching periods per day on a seven (7) period overall school schedule. The teaching load for post-secondary vocational teachers shall be five (5) teaching periods in a six (6) period overall school schedule. Where innovative programs, such as flexible, modular scheduling are employed, teachers shall have a substantially equivalent ratio of teaching duties to planning time. When the nature of the subject taught is organized in such blocks of time as to make this provision unworkable without seriously hampering the instructional program, time should be provided to the extent possible. Instructional related time may include planning time, necessary faculty meetings, assisting students, parent conferences, and other activities directly related to instruction.~~

E. Instructional related time may include planning time, necessary faculty meetings, assisting students, parent conferences, and other activities directly related to instruction.

~~E. Secondary class teaching assignments should not include classes in more than two (2) subject areas. Similar general subject areas are accepted.~~

F. Secondary class teaching assignments shall not include classes requiring more than two (2) separate academic preparations or distinctly different lesson plans per day without agreement of the teacher.

Article XLII, Use of Pre- and Post-School Planning Time

D. Teachers may be required to attend necessary countywide and school-based meetings.

Article XLIV, Part-Time Teachers

C. A teacher employed for more than three and a half (3 1/2) hours per day will be paid on a fractional basis, based on rank and experience, using seven (7) hours as the denominator. A person employed during a school year on a fractional basis equivalent to more than half the number of hours which a person teaching the full school day for one hundred ninety-six eight (198) (196) days would teach, will be granted credit for a year of experience for such work. The teacher will therefore be eligible for sick leave according to state law. Employees who have been reduced from full-time contracts due to reduction in force to 4/7, 5/7 or 6/7 contracts shall receive pro-rated benefits for a period not to exceed two school years.

Article XLV, Salaries And Salary Supplements

B. Credit on the salary schedule shall be given in the amount set forth in this Agreement. Any teacher completing more than one-half (1/2) of a year (99 days) shall be granted a full year's placement on the schedule. Current employees seeking long-term leaves must complete ~~ninety-five (95)~~ ninety-six (96) days of service in order to be granted a full year's placement on the schedule.

Article XLVII, Credit for Prior Service on Salary Schedule

A. Except for instructional personnel rehired following completion of the DROP program or those re-employed who are receiving benefits from the Florida Retirement System (FRS), credit on the instructional salary schedule will be granted for all verified public school experience in accordance with state law. Instructional personnel rehired following completion of DROP or those re-employed who are receiving benefits from the Florida Retirement System, shall be provided experience consistent with section B. below.

B. Teachers who are extended or rehired after completing the DROP program and those who are re-employed following retirement from FRS, shall be entitled to a maximum of eight (8) years of experience on the salary schedule. Where teachers have less than eight (8) years of Florida experience, "out-of-county" experience may be combined to a maximum of eight (8) years of credit. The term "out-of-county" includes full-time teaching experience outside Pinellas County, full-time private school teaching experience and related work experience as provided for in this contract. No additional "out-of-county" experience is allowed to teachers who have eight (8) or more years Florida teaching experience.

C. A maximum of three (3) years of credit is allowed for service in the armed forces of the United States subsequent to January 1, 1940, such credit to be included in the maximum of eight (8) years allowed for "out-of-county" credit.

D. Full-time vocational and/or technical shop and technical laboratory instructors, related instructors, cooperative coordinators, vocational business teachers, DCT teachers, and other related members of the unit will receive credit for each year required for certification. One (1) year for each year or major fraction thereof spent full-time in the occupation is acceptable up to a maximum of six (6) years. Should a teacher voluntarily change positions and no longer occupy a full-time unit, he/she will lose all previously granted work experience. An employee involuntarily reassigned from a position which provided work experience credit shall be allowed to maintain his/her present step on the salary schedule until such time as the schedule equals actual experience or until the employee returns to a vocational position, whichever comes first. Should an employee be offered reinstatement to a position that warrants work experience credit and the employee declines placement, the employee's salary shall be adjusted as if it were a voluntary assignment.

E. Former Pinellas County teachers who re-enter teaching service will receive credit for all teaching experience previously granted. This provision shall not apply to instructional personnel extended or rehired after completion of DROP or those receiving benefits from the Florida Retirement System.

Article XLVIII, Employee Benefits

(Replaces existing Article XLVIII)

A. Benefit Program - The Board agrees to provide a comprehensive benefits program to include but not limited to health, dental, life, vision, accidental death and dismemberment and income protection insurance. Health Care Reimbursement and Dependent Day Care Reimbursement Accounts are also provided. The amount of board contribution and employee deductions will be determined annually through the bargaining process.

For 2008-09, the Board will pay 80% of the health insurance increase for 2009 and will continue to pay approximately 80% of the total health insurance premium. Individual amounts will vary based on the plan selected.

B. Section 125 Cafeteria Plan - The Board agrees to provide a Cafeteria Plan with a premium conversion option, which enables employees to pay their portion of most insurance premiums on a pre-tax basis. Enrollment in the Flex Plan is automatic for eligible employees and participation continues from year to year, unless the risk management and insurance department is notified by the employee in writing to cancel participation. The cancellation request must be received by the department within thirty (30) days of a qualifying life event or during the annual open enrollment period.

Premium payments for insurance coverage are deducted from the employee's gross salary before taxes are taken. Because FLEX is considered by IRS as a salary reduction plan elections may only be made annually. Employees may not change their election during the calendar year unless a change in family status occurs. The IRS defines a change in family status as: marriage, death, divorce, birth, adoption, loss or gain of spouse or dependent's employment, loss of plan eligibility, change of residence or work, entitlement to Medicare or Medicaid, or a judgment decree or court order requiring coverage of dependents. Regulations for salary reduction are independent from insurance carrier provisions for change in coverage.

C. Eligibility - Regular employees who work at least thirty (30) hours per week, job-share employees and employees who work two part time regular jobs totaling more than 30 hours per week are eligible for benefits.

D. Enrollment

Initial Enrollment: Enrollment and change forms are due in the risk management and insurance department within thirty (30) calendar days of hire or change of eligibility status. Coverage becomes effective the first day of the month following 60 days of employment or change of eligibility status.

Open Enrollment: The Board provides an annual open enrollment period during which an employee may add, cancel, or change coverage. If no action is taken by the employee to change coverage, previous coverage will continue for the next calendar year.

E. Changes in Coverage - In accordance with IRS guidelines and carrier contracts, employees may make certain changes during the plan year if a change in family status occurs. A completed Enrollment & Change Form and supporting documentation must be received by Risk Management within 30 days of the qualifying event. The change in coverage will be effective the first of the month following the qualifying event and receipt of the enrollment form by risk management.

F. Termination of Coverage - Insurance coverage ends the last day of the month in which an employee no longer meets eligibility requirements, retires, terminates employment or fails to pay the required premiums when due.

G. Basic Board Life - The Board shall provide, to eligible employees, group term life insurance in the amount of one times annual salary rounded up to the next one thousand dollars with a minimum amount of \$15,000.

H. Board Contribution - Recognizing the importance of stabilizing the health insurance rates and expanding the number of persons participating in the group health insurance programs, the parties agree to continue a plan of variable Board contributions and to minimize the adverse impact of annual health insurance premium increases.

The Board contributes toward the cost of employee benefits each pay period August through May when a Board issued paycheck is received (not to exceed twenty (20) contributions per calendar year) In any period during which a paycheck is not earned, the employee will owe both the Board contribution amount and normal insurance deductions. Board contribution amounts vary and are negotiated annually.

When an employee chooses health insurance coverage, the Board contribution amount is automatically credited toward the per-pay-period health insurance premium.

No Health Option: If an employee does not select health insurance coverage, the employee may apply the predetermined "No-health Board contribution" toward the purchase of certain supplemental insurance benefits. The parties agree to provide benefits eligible employees who do not elect health insurance up to \$ 75.00 a pay period in flex credits to be used to purchase supplemental benefits including Dental, Vision, AD & D, Short Term and Long Term Disability, the Hospital Confinement Plan and the Health Care Reimbursement Account (HCRA). The maximum amount of board provided flex credits elections into the HCRA may not exceed \$25 a pay period and the minimum election amount may not be less than \$5.00.

Funds deposited into the HCRA will be administered in accordance with IRS guidelines and the

district's administrative procedures governing its Flex plan. The maximum amount that the

district will continue annually to the HCRA is \$500. Any unused flex credits will be forfeited.

Due to the monthly administration fee, a minimum of \$5.00 per pay has been established.

Employees may not use these credits to purchase Optional Employee or Dependent term life or apply toward the dependent care reimbursement accounts or MetLife Voluntary products. Board contribution is not cumulative and Board contribution not used is forfeited.

Eligible married Board employees, both working for the District, who wish to be covered by the same health insurance plan and have at least one additional dependent (total of three persons), may select the Two Board family option. Eligible married Board employees, who do not have additional dependents, must choose separate single plans.

I. Insurance Deductions - Premiums for insurance plans are due in advance; therefore deductions begin the month before the insurance effective date. Deductions are taken over 20 pay periods with no scheduled deductions taken in the summer. In the event that an employee's coverage in any insurance plan is effective after January 1 or if a change in coverage occurs due to a change

in family status, the employee's payroll deduction will be adjusted to insure that adequate premiums have been collected.

For all insurance programs, payment of premiums does not guarantee that coverage is in effect. Coverage and eligibility are determined by the insurance contract and the policies and procedures of the Risk Management Department. If premiums are collected in error, a refund will be issued. In the event of a discrepancy in coverage, Risk Management records are determinative, unless the employee can provide a copy of an approved enrollment form to the contrary.

Enrollment in a Board benefit plan authorizes the Board to payroll-deduct any and all required insurance premium(s). Employee rates are reflected in the Beneflex Guides, which are distributed each year during Pinellas County Schools' annual open enrollment.

J. Waiver of Health Insurance Premium

An employee on an approved leave of absence who cannot work because of total disability and has used all available sick leave and vacation time may apply for waiver of his/her health insurance premium. Employees must apply for the waiver within thirty (30) days of the date of eligibility notification from the risk management and insurance department. Waiver of premium (total cost of health insurance) will begin 90 days from the beginning of his/her disability and after exhaustion of FMLA, whichever is later, and will be considered while on an approved leave through Personnel. Waiver of premium documentation must be submitted at least every six months or upon request. Failure to provide this documentation will result in cancellation of the waiver of premium option.

K. Payment of Insurance While on Leave - While on an approved, non-FMLA, unpaid leave of absence, employees are required to pay the entire cost of all insurance plans, including Board paid life insurance in order for coverage to continue. Payment must be received by the risk management and insurance department by the first of each month. Insurance coverage will be canceled for nonpayment if full payment is not received by the due date. When an employee is on an approved Family Medical Leave (FMLA), the employee is responsible only for payment of the portion of premium(s) the employee normally pays. Nonpayment of premiums will result in cancellation of coverage.

L. Payment of Insurance While Suspended Without Pay - While on suspension without pay, an employee is considered to be on unpaid leave of absence. As such, the employee is entitled to maintain insurance coverage by paying the total cost of insurance. If the employee elects to continue insurance and is reinstated, the employee will be refunded the Board contribution paid during the period of suspension. If the employee elects to continue insurance and is not reinstated, the insurance will terminate the last day of the month in which the employee is dismissed. If the employee chooses not to continue insurance and is reinstated, insurance will be reinstated the first of the month following the date of the final order and the employee will be responsible for any regular employee contribution.

M. Retiree Insurance - An employee who retires with six or more years of service and elects to receive a state retirement check or retirees under the FRS investment plan with 30 or more years

of service may participate in the retiree insurance program. Benefit election must be made within thirty (30) days of the effective date of retirement. Employees who do not enroll at retirement shall be ineligible for future participation in the Board retiree insurance program.

Retirees may only continue the health insurance in effect at the time of retirement. Basic board provided life insurance benefits may be continued or decreased but may not be increased. Life insurance benefits are subject to age reduction formulas as determined by the carrier. Retirees may also maintain dental coverage only as allowed by the provider and may also maintain coverage in the vision plan. Accidental death and dismemberment and Optional term life insurance benefits may be continued as an individual contract subject to insurance company procedures. Income protection coverage ends upon retirement.

Retirees may make changes in coverage due to a change in family status in accordance with carrier guidelines.

N. Employee Assistance Program - The Board provides an Employee Assistance Plan (EAP) to all part and full-time employees, retirees, and family members living with an employee or retiree. Employees, retirees and family members may utilize the EAP even if they are not enrolled in the Board health plan. Participation in the EAP is voluntary and all records and discussions with the EAP are confidential.

O. Voluntary Retirement Programs - Pinellas County Schools provides eligible employees an optional 403(b), 457 and Roth deferred compensation programs. The Board is not responsible for the actions of nor recommends any company or investment product. Contributions must be made through payroll deduction and therefore are considered a salary reduction. Change requests must be in writing on the appropriate form to the attention of Risk Management & Insurance.

P. Workers' Compensation - The Board provides Workers' Compensation benefits pursuant to Florida Statute, Chapter 440. Workers' Compensation indemnity benefits paid in combination with an employee's sick leave or vacation time shall not exceed the employee's bi-weekly salary. Whenever possible the Board will provide for up to 90 days, light or modified duty for any employee returning to work after a job-related injury. Reasonable accommodations will be made in accordance with restrictions of the authorized treating physician. The employee is required to report for work on the day indicated by the authorized treating physician.

Q. Employee Benefit Guidelines - All other provisions regulating group benefits shall be governed by the policies and procedures of the Risk Management Department, insurance contracts, and this Agreement.

R. Dental Coverage – The Board will contribute towards the cost of optional dental coverage. The annual amount will be determined through the bargaining process.

S. Vision Coverage – The Board agrees to provide vision insurance at no cost to all employees and their dependents enrolled in the district sponsored health plan. Employees not enrolled in health may elect optional vision coverage.

T. Employee Well-Being & Satisfaction Committee - The parties agree to convene, on a regular basis, the Employee Well-Being & Satisfaction Committee composed of representatives of the administration, instructional, and supporting services personnel. The committee shall be charged with reviewing the present group insurance programs and examining possible alternatives for future consideration.

U. Employee Benefit Guidelines - All other provisions regulating group benefits shall be governed by the policies and procedures of the Risk Management Department, insurance contracts, and this Agreement.

APPENDIX A: Salary Schedule

(Subject to further negotiations and subsequent separate ratification.)