



PCSB/PCTA Bargaining Meeting

Minutes

11-14-18

Pinellas County Schools Administration Building

Cabinet Conference Room

Meeting was called to order at 5:40pm. Sign in sheet was passed around for signatures.

Paula Texel spoke with the group recognizing all the hard work everyone has done. We are continuing our discussions tonight on contract language. Health care was already TA'd and open enrollment has already occurred. PCSB would like to discuss salaries and then continue on to contract language so that our teachers can get their raises and retro pay as soon as possible.

Kevin Smith stated to the group that the other bargaining units (PESPA, Non-Rep, Administrative & PTS) had negotiated and ratified 2.55%. We would like to do the same for this bargaining unit. Kevin passed out salary information for a 2.55% increase, which included grandfather (53% of staff), performance (47% of staff) and COLA increase. Starting teacher salary would raise to \$45,000. PCSB proposed salary increases totaling \$8.2 million total, with a current offer allowing \$538,000 for supplement increases.

Laurie Dart asked if there was any questions or discussion regarding the salary offer. Mike Gandolfo stated they would talk amongst themselves (caucus). Laurie stated we will go thru the contract language, and if we can't agree on language the district would again like to get the salaries agreed upon. Nancy Velardi stated that the salary increase offered isn't that great, and that raises are not the issue. It was shared that the lack of funds available for raises isn't the district's fault, that we are doing the best with what funds were provided. Mike stated the working conditions are what PCSB wants to focus on. Salaries are not what the teachers care about, they are more concerned with the working conditions.

PCSB passed out counter proposals to Articles 27, 32, 36, newly introduced at last meeting article on Lesson Plans, and a new proposed Article – Student Services.

Laurie stated that the proposed article for Lesson Plans was created to address the concerns raised over handing in lesson plans and clarifying that effective planning is evidenced by what occurs in the classroom not the lesson plan itself. The original proposal reviewed when we last met stated that new teachers---three years or less---needed to hand them in. PCTA thought only teachers in their first year should have to turn them in so in the spirit of compromise, that change was made. Section B.1 was changed to read: "The teacher has taught in the district for one year or less,..." which is what PCTA proposed. Also changed was section B.3 to "The teacher's observation or evaluation has noted deficiencies in the Standards Based Planning domain." There was discussion on Section C "The written lesson plan itself is not the basis for evaluating a teacher in the Standards-Based Planning domain. The implementation of effective planning is the manner by which a teacher demonstrates Standards Based Planning with students." There was much discussion regarding the changes. Nancy Velardi stated #3 needs to be made clearer, and that it's not fair. Colleen Parker suggested we adjust the language on Section B.3 to say, "Teacher was rated as developing or lower on their most recent evaluation or observation in the Standards Based Planning domain." Various members stated that it was still too subjective and that there isn't an ending time for how long teachers needed to turn in lesson plans based on this criteria. Tom Lentz said that the term "recent" provided an ending date. PCTA members stated that submitting lesson plans on a weekly basis is a waste of time due to unforeseen things that may happen in a classroom where plans would need tweaking. Raquel Giles stated as a building Principal she has the right to see lesson plans in order to continue to grow the teacher and in turn increase student achievement. Mike Feeney noted that the language already states that lesson plans "are to be followed with sufficient flexibility to allow for varying conditions, events, interruptions, and various needs of the

students” so it really should not be an issue. It was noted that we are only talking about whether lesson plans have to be turned in. If they must be readily available anyway, why is this such an issue? Nancy Velardi said her lesson plans belong to her. Paula Texel stated we made the adjustments PCTA has asked for at the previous bargaining meeting and this proposal reflected those requests. She asked PCTA to submit a counter proposal for this article.

Laurie shared the next proposed article titled Student Services. This article refers to the various student services personnel that fall under the instructional category who are responsible for advising students with regard to their abilities and aptitude etc., for example school psychologists, OT, PT, speech correction, social workers, counselors, nurses and interpreters. It is the intent of the parties to examine each of these positions and make recommendations to determine whether the nature of the services performed warrants consideration for additional supplements and different treatment. The article proposes that this be completed by April 1, 2019. Juliana Stoltz shared that this is a no and that the smaller group who met the night before feel that an increase in supplement is appropriate. Laurie Dart stated that all of the personnel who fall under Student Services have roles that are different than classroom teachers and we cannot just single out psychologists and SLP’s for special treatment. The proposal is for the district to analyze the request. She said that PCTA’s belief that psychologists and SLP’s ability to bill Medicaid is not really a sufficient reason to treat them differently than others who have the same capacity. Also, billing Medicaid requires that the student is eligible for Medicaid and the parent consents. We can’t pay people differently based on the students they serve or funding sources and amounts. Students at ESE centers receive a higher level of funding so under this rationale there should be a supplement for them? We have many groups in our district that want more money, and we need to look at all the groups. It would be difficult to weigh that as a whole, we can’t agree on additional supplements today and commit. Juliana stated this is disappointing, she quoted NCLB and IDEA, as we have moved through those, not all are created equal. As we move forward for OT, PT, school Psychology, during the recession the law states we need school psychologists, they provide social/emotional. Juliana stated that we tried to meet in March but were put off until September and that she used to be intimidated by this group but not anymore. In 2007, Jade Moore and Ron Stone recognized us and provided us with this supplement. Laurie stated that the \$4,400 that SLP’s and psychologists receive is a supplement. We have a supplement committee that meets to recommend raises in supplements and they would need to make a recommendation. We are not prepared to raise supplements for one group without going through the supplement committee. We will look at this as a global issue. Laurie suggested we move on to our other articles at this time.

PCSB provided all with a redline copy and clean copy of Article 27- School schedules. Laurie stated that currently, elementary teachers may be required to participate in structured planning twice a week, once during the student instructional day and one outside, as well as an additional business meeting outside the school day. She shared that secondary teachers may be required to meet twice a week outside the instructional day. That means right now a total of 12 meetings in elementary and 8 in secondary. PCTA may disagree but that is what the arbitrator clarified. The proposal states under General Provisions, (Letter E) that in both elementary and secondary the cap would be no more than 9 meetings. The proposal increases the length of uninterrupted planning from 30 minutes to 45 minutes. As requested by PCTA at the last session, PCSB added Letter H stating that 5 work days before grades are due there will be no mandatory meetings. There was some low side bar table discussions, and PCTA stated they would discuss at a later time.

PCSB shared an updated proposal for Article 32 – Teacher Evaluation. Under definitions A. Deliberate Practice Collaborate to identify the targeted elements, if Administrator and teacher cannot agree on one element, administrator may choose and the teacher may or may not choose one or more additional elements. PCSB added “or may not” to the sentence as requested by PCTA. Janet Cunningham asked who determines the members of the Appraisal Advisory Committee. Paula Texel stated half are instructional staff and half are district staff and that she works with Mike Gandolfo to provide us with the names of those teachers who are interested in serving on the committee. Kim Mardis asked under Section A #1 Teacher Evaluation -General Provisions to please clarify the composition of the Appraisal Advisory Committee and if it’s 50% instructional (as identified by PCTA) and 50% district. The 50% instructional is not PCTA identified, but determined in conjunction with PCTA. Paula stated there are some District personnel who must be

on this committee because they are the ones in charge of disseminating information, handling iObservation, etc. (Lou Cerreta, Dawn Bingham from Professional Development). Mike stated they will caucus at the end on this article.

PCSB shared the district proposal for Article 36 – Teacher Contracts. This proposal remains much the same from earlier proposals, however we added Section F - Length of Contracts stating the Board reserves the right to offer contracts in excess of 198 days. We deleted automatic renewal of contracts and kept in the appeal process. Colleen Parker stated nowhere does it say there will be additional compensation for the longer contract. Laurie Dart asked what would she like it to say? Colleen stated add w/ appropriate compensation. Laurie said, Done! Juliana Stoltz brought up that school psychologists and others do not want to be locked into the flex days that PTEC teachers adhere to. Laurie and Paula stated they will talk with Dave Richmond about the flex days criteria.

PCSB shared the next packet of several articles, including Articles 8, 9, 14, 17-21, 24-25, 28, 34-35, 37, 41-46, Appendix A, A1 and B. Laurie reviewed the changes in each of these articles.

Article 8 –Leaves of Absences - Legal Guardian was left in under sick leave. The request to increase personal leave to 5 days is rejected, we say no unless it's absolutely important. We thought it would be for bridging the gap, but as we are not there yet, this is not accepted at this time. Regarding adding Bereavement leave to the sick bank, Paula and Mike have to meet to discuss the guidelines before agreeing to add this into contract language.

Article 9 PCSB added that the Union President or building rep will have the right to use the district's email system for the limited purpose of announcing the date and time of union meetings. We do not agree to the October 22 PCTA proposal to hold additional meetings. Mike states sometimes he knows when there's a meeting and sometimes he doesn't. Laurie stated in the Article 27 proposal it states that the PCTA meeting will be scheduled and on the calendar. If you come to an agreement with the principal then that's fine. Mike questioned how he will know one year in advance when to schedule meetings.

It is suggested that Article 14 stay the same.

Article 17 – Voluntary Transfer, Section B.1 is redundant to the first paragraph. We do not agree that in #6 (old #7) that the most senior is the best qualified. We agree that if a teacher who interviews for a position does not get the job, they should be told within 10 days. Tom Lentz asked how are they normally notified? Paula stated every situation is different, sometimes it's a call or an email. Tom asked can we add that everyone be notified in 10 days. Paula stated we don't have the manpower for just the people in HR to handles this process, however she will take this back to her team and work on clarification, as the 10 day timeline would need to be clear to all. Colleen Parker stated she saw all of the out-of-field teachers listed on one of the recent Board agendas. In #8 it states teachers listed OOF cannot transfer. She asked if this pertains to the teachers who are OOF for Reading and ESOL. Paula stated we are required annually by the State to list the teachers OOF, which is why you see them listed in the Board agenda. If the teachers who are out of field for ESOL and Reading but have met the annual requirements of these endorsements, they would be able to transfer. It should be noted that if a teacher who is required to take 60 hours of ESOL by June 30, they must have those 60 hours completed prior to interviewing for and accepting a transfer.

Under Article 18 – Involuntary Transfers, the District is not agreeable to #1 language change that all transfers be completed prior to the commencement of hiring outside the District. Also not agreeable is PCTA's proposal #9 from the 10/22/18 meeting. One correction to the district's proposal on #7 – should read "involuntary transferred teacher can be recalled to the school from which the teacher was transferred prior to the first student day." Mike stated that if an opening comes up at the school you were at and love why can't you transfer back? Paula stated that we need to keep the focus on the students, as was shared earlier. There was much discussion back and forth with the group. Laurie stated we will go back and look at it.

Article 20 – Terminal Pay – The district added Section C stating at this time the Board agrees to review the possibility of paying out terminal pay upon separation and that the Board reserves the right to engage in an actuarial study to determine the financial impact. A recommendation will be made by June 30, 2019.

Article 20 - Teacher Assignments – The district accepted PCTA’s requested language of adding each member shall indicate their top 3 preferences for assignments, but did not accept the language referring to staff members proposing classes to the master schedule. The district accepted the language in C, regarding that if a teacher is requested to teach in an area they are not certified, they will be informed in writing and able to object. The district proposed deleting G and adding it to H.

Article 24 Summer Programs was deleted as it will be included in another Article.

Laurie stated she collaborated with Mark Hunt on Article 25 regarding Evening Programs and felt it needed to remain in contract language as a stand alone article.

The language proposal increased pay when covering classes under Article 28-Covering Classes was not accepted for financial reasons. Tom Lentz asked if could add what we do now. The district will get with Dave Richmond to add the details of what we currently pay teachers.

Article 35- Supplemental Compensation – PCSB and PCTA discussed and earlier agreed to put all supplements in a booklet and then add this as an addendum. Tom stated we had agreed to language a couple years ago on C and that he’d like to see that language put back in C. Paula asked for the language, and Tom stated he will counter.

Article 37 – Discipline, Suspension, Dismissal and Resignation of Teachers – Laurie shared our counter proposal, which includes the addition of the beginning paragraph which states the District follows a progressive discipline system, then defines it. The district rejected the language that resignations are revocable within 48 hours.

Article 41 – Payroll deductions -Laurie stated we rejected PCTA language proposal in letter B regarding employees who have a break in service of less than 30 days shall be considered continuous and their Union deductions shall continue. We did agree to the removal of the annual \$0.05 charge per member in the month of June.

Article 43 – Pinellas Virtual Instruction Program – All were in agreement as stated. Tom pointed out that PCSB’s proposal is missing #8 under Part-Time Adjunct Positions that will be checked into and added back. Laurie shared with the group that this program continues to lose money as implemented and there was a recommendation to reduce the \$2,000 per semester, but the district’s bargaining team wasn’t in favor of reducing salary for this group of teachers at this time. Although, this will be studied more for the future.

Article 44 – Additional Compensation for Summer Programs, ELP and CTAE , added #1 &2, which states there’s no retro pay for summer teaching salaries and the pay rate will be their base hourly rate. Number 5 details that programs under CTAE will raise to \$29/hour, instead of \$24/hour in order to be consistent. Tom asked if we need the rest of the language after the \$29 in #5? Laurie states we can delete it.

There was discussion regarding Apex and Credit Recovery classes, Rita Vasquez stated credit recovery was never Summer Bridge. The teachers were hired by CTAE and the program run by CTAE. Colleen Parker asked students that don’t graduate, CTAE will run that program and pay is \$29/hr.

The appendices in the current contract were moved to new articles and the parties briefly discussed the format.

At the end, the district asked PCTA once again if they wanted to agree to salaries and healthcare and then meet again to discuss contract language. PCTA declined.

PCSB asked if PCTA would like to caucus at this time. A few members said they would like to caucus for a short time, however, Mike Gandolfo stated they were not interested and were done for the night.

Meeting adjourned at 7:43.