

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

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 ("CBA") 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; and

WHEREAS, Appendix D of the CBA is a Differentiated Pay plan which provides for recruitment, retention and performance bonuses for certain high needs schools and included fifteen schools designated as Turnaround Schools due to the requirement by the State of Florida that the schools submit a Turnaround Plan, and

WHEREAS, three additional elementary schools (Sandy Lane, Gulfport and Lealman Avenue) met the criteria for a Turnaround School and were added to amended Appendix D by a Stipulation executed by the parties on April 11, 2016 (the "April 11, 2016 Stipulation") bringing the total number of schools qualifying for recruitment and retention bonuses at that time to eighteen (18); 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 was amended by Stipulation dated September 19, 2016 to add Midtown Academy as a Turnaround School; and

WHEREAS, Appendix D requires amendment to remove those schools which are no longer in Turnaround Status or have exited Turnaround Status for a two year period pursuant to the terms of the April 11, 2016 Stipulation and to add school(s) entering Turnaround Status; and

WHEREAS, the parties desire to further refine and clarify conditions relating to a teacher's transfer from a school as well as payment of a retention bonus as follows:

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

1. Beginning with the 2017-2018 school year, the following twelve (12) schools are the Turnaround Schools subject to Appendix D as amended by this Agreement:
 - A. Bear Creek Elementary
 - B. Belleair Elementary
 - C. Gulfport Elementary
 - D. High Point Elementary
 - E. Lealman Avenue Elementary
 - F. Midtown Academy
 - G. Ponce de Leon Elementary
 - H. Sandy Lane Elementary
 - I. Azalea Middle
 - J. John Hopkins Middle
 - K. Largo Middle
 - L. Tyrone Middle

RECRUITMENT BONUS

2. Teachers who are recruited to work at one of the twelve (12) Turnaround Schools subject to this Agreement are eligible for a recruitment bonus of \$3,000. 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 Turnaround 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 to 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 Turnaround 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 Turnaround 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 Turnaround 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 to 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.

10. For purposes of this Amended Appendix D, 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 Turnaround 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 Turnaround 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 Turnaround 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.

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

a. 1st year of retention (which is the year after the teacher is recruited) =

\$3,000

- b. 2nd year of retention = \$3,000
- c. 3rd year of retention = \$4,000
- d. 4th year of retention = \$4,000
- e. 5th year of retention = \$4,000
- f. 6th year of retention or more = \$6,000

PERFORMANCE BONUS

12. Teachers at a Turnaround School are also eligible for a 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

Sunset:

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

The School Board of Pinellas County Florida

By: 
Paula Texel, Asst. Superintendent, H.R.

Date: 3-2-17

The Pinellas Classroom Instructional Teachers Association, Incorporated

By: 
Michael Gandolfo, President

Date: 3-2-17