

**INSTRUCTIONAL CONTRACT UPDATES  
MUTUAL PROPOSAL  
August 28, 2024**

**ARTICLE III**

**SECTION A**

4. The Union shall appear on the Board agenda at all Board meetings as a regular agenda item. Further, the Union representative shall be recognized upon request to speak on issues before the Board in the same manner as any other individual. ~~A copy of the agenda and all supporting data will be provided to the Union by the Secretary of the Board. Said materials shall be sent to the Union office at the same time they are sent to the Board members. The agenda and all supporting data will be provided on the District agenda management system.~~

9. The Union will distribute ~~a copy of the agreement to each employee covered by this Agreement at each worksite. Following ratification, all Agreements and addenda will be available on the Board's and Union's respective websites. The Board and Union will each be responsible for the printing of the number of copies of the Agreement they wish to order, by a vendor of their choice.~~

**SECTION B**

*(Effective July 1, 2023, the practice of payroll deduction was suspended by act of the legislature.)*

1. Upon authorization by any teacher, the Board agrees to deduct at no cost to the teacher the amount of dues certified by the Union as the amount required of all members and remit the amount so deducted to the Union. The Board will be authorized to make said deduction upon receiving ~~the signed authorization form attached as Appendix A of this Agreement.~~

**ARTICLE VI**

**SECTION B**

1. With regard to items of the Agreement covering Union rights, the Union shall have the right to present, process, or appeal a grievance at any level in its own behalf. This means that the Union has the right to file grievances in its own name when the grievance alleges a violation, misinterpretation, or misapplication of this Agreement.

**ARTICLE VII**

**SECTION B**

1. Any teacher who resigns from his/her position during the term of his/her individual contract shall be released from employment by the Board without prejudice provided that said teacher has given notice of such intent at least ~~thirty (30)~~ ten (10) calendar days prior to the termination date. However, as provided by 1012.335, Florida Statutes, any teacher in the one (1) year probationary contract period may resign upon immediate notice. Such resignation will not be a breach of contract.

**SECTION C**

1. Any teacher who is suspended, discharged, returned to annual contract status, ~~or retained on a fourth-year annual contract~~ shall be notified in writing of the reason for such action. However, as provided by 1012.335, Florida Statutes, any teacher in the one (1) year probationary contract period may be terminated without cause.
2. Any teacher who is ~~to be returned to annual contract or retained on fourth-year annual contract~~ or nonreappointed on annual contract shall be notified in writing by April 1 of his/her contractual status for the next school year.
3. (Unchanged)
4. All recommendations regarding individual contract status or for continued employment shall be based primarily upon information contained in the teacher's official file except in the following cases:
  - (a) ~~positions affected by a reduction in personnel, or 2011-2012 Instructional Master Contract.~~
  - (b) positions filled by teachers in their one (1) year probationary contract period as provided by 1012.335, Florida Statutes.

#### SECTION D

1. (Unchanged)
2. A teacher who desires to apply for any such vacancy shall file his/her application ~~in writing~~ with the District Office.

#### SECTION E

1. (Unchanged)
2. (Unchanged)
3. Teachers who desire to transfer to a specific position(s) in another school(s) shall make their interest known to the receiving principal within the advertised period.

#### SECTION F

- 2 e.) None of the above shall apply to, restrict, or interfere with (1) investigation of a complaint to an outside agency ~~such as HRS~~ or in the criminal justice system, or (2) the Superintendent's discretion and authority, as provided under Section 1012.27, Florida Statutes, and Florida Administrative Code Rule 6B 4.4005 to transfer any employee during an emergency and report the transfer to the School Board at the next regular meeting, or (3) involuntary transfers as provided for in Article VII, Section F, subsections 1, 2 and 5 of the Instructional Master Contract, and (4) none of the above shall restrict or interfere with the Superintendent's authority as provided under Section 1012.27, Florida Statutes, and Florida Administrative Code Rule 6B-4.005 to recommend transfer of instructional bargaining unit members or the School Board's authority as provided in Section 1012.27, Florida Statutes, to act on the Superintendent's recommendations.

#### SECTION T

1. Except in the event of unusual circumstances, parent-teacher conferences shall be arranged by the principal, ~~or his/her designee, or the teacher,~~ in accordance with the following guidelines:

#### SECTION X

Two (2) teachers who wish to share one (1) position must first request and obtain the approval of their principal. Upon approval of the principal, the request for job sharing must be sent to the Director of Employee Relations and the president of USEP by April 1st for approval. ~~Upon mutual agreement, exceptions to the April 1st deadline may be considered if extenuating circumstances warrant.~~ If approved, two (2) teachers may participate in the job-sharing program for the next school year. Upon approval of the principal, the two (2) teachers may request to extend job sharing for additional years to a maximum of five (5) years. ~~Each year, requests for extensions must be sent to the Director of Employee Relations and the president of USEP by April 1st for approval.~~ Job sharing will be approved in one-year periods.

#### SECTION Z

- ~~1. Smoking and the use of all tobacco products are prohibited by law inside all School Board facilities and in all "common areas" as defined in the Florida Clean Indoor Air Act to be "any hallway, corridor, lobby, aisle, water fountain area, restroom, stairwell, entryway, or conference room..."~~
- ~~2. The current practice whereby the worksite administrator designates employee outdoor smoking area(s) that are shielded from student view and are located away from regularly used student activity areas on existing School Board grounds shall continue, except under the following conditions, until July 1, 2016:~~
  - ~~a. Effective July 1, 1996, all future newly acquired worksites, including all School Board real and personal property located on these sites, shall be designated as smoke and tobacco free. No employee at these sites shall use any tobacco product in the building(s) or on any outside grounds. This includes the use of such tobacco products in motor vehicles with the exception of those vehicles entering or exiting the worksite(s).~~
  - ~~b. Any school or worksite that is rebuilt or remodeled shall be designated as smoke and tobacco free regardless of when the property was acquired.~~
  - ~~c. All employees assigned to any School Board facility which is not smoke and tobacco free shall be surveyed once each year if requested by any employee at the facility. Such request shall be made in writing by September 30 to the Director of Employee Relations, with a copy provided to the President of the Union. The intent of the survey is that, as all employees at any such facility declare that they are nontobacco users or are willing to refrain from the use of tobacco products at the facility, the facility shall be declared tobacco free.~~

3. Effective July 1, 2016, all school grounds, School Board facilities, campuses, property, and all Board vehicles, including golf carts and school buses, whether owned or leased by the Board, shall be tobacco free and free of the use of tobacco at all times. This includes the use of tobacco in motor vehicles with the exception of those moving vehicles entering or exiting the work site(s).
4. ~~Until tobacco use is prohibited as described above effective July 1, 2016, the district shall not involuntarily transfer any teacher who is a tobacco user to a position at a smoke and tobacco free site without his/her consent.~~

## ARTICLE VIII

### SECTION B

- 1.f. On each pay date, each teacher shall receive ~~on an~~ an his/her salary ~~warrant~~ an accumulated balance of his/her total number of sick leave hours.

## ARTICLE IX

### SECTION B

1. b. During the course of absences under this section, the teacher shall receive an amount not to exceed his/her normal compensation and shall be entitled to continue full benefits for the school year in which the injury occurred. Benefits are to include but are not limited to credit for seniority, ~~step~~ salary increase and contributions to the Florida Retirement System as provided by FRS. In addition, payments shall be made to teachers for damage to dentures, eyeglasses, prosthetic devices, and artificial limbs when the damage results from an accident occurring in the normal course of employment.

### SECTION E

The Board agrees to maintain liability coverage of not less than that currently in force as stipulated in the agreement(s) with ~~Arthur J. Gallagher and Company~~ and the pertinent insurance carriers for the duration of this Agreement. Any teacher who has any claim under provisions of said policy may file such claim with the Board. The Board shall process all claims filed in accordance with this section provided that the claim falls within the incidents covered under such policy.

## ARTICLE X

### SECTION A

4. ~~Mileage shall be reimbursed at the standard rate established by the District School Board of Pasco County but shall not be at a lesser rate than allowed by the State Department of Education rules and regulations in effect at the time the mileage was accrued. Employees shall be reimbursed for the use of a privately owned vehicle for official travel at the Internal Revenue Service's published business mileage rate in effect at the start of the District's fiscal year on July 1st.~~

### SECTION D

1. ~~Effective January 1, 1997, the Board shall provide a retirement benefit for all instructional bargaining unit members. To qualify for an early retirement benefit prior to June 30, 2018, the instructional bargaining unit member must meet the following criteria:~~
  - a. ~~be 50 years of age or older at the time of retirement;~~
  - b. ~~have 25 or more years of creditable FRS service;~~
  - c. ~~employed on or before June 30, 2001 and who have reached Step 13 on the teacher salary schedule, or whose number of years of experience in the Pasco school district is equal to the number of years of service on Step 13 of the teacher salary schedule, or teachers hired on or after July 1, 2001 who have twelve (12) years of Pasco service, the last ten (10) of which must be Pasco continuous service; and~~
  - d. ~~have retired under the Florida Retirement System (FRS) Defined Benefit Plan (Pension Plan) or who retires with any vested benefit in the Defined Benefit Plan (Pension Plan).~~
  - e. ~~Effective July 1, 2001, those instructional bargaining unit members who meet the above criteria will be eligible to receive the early retirement benefit in accordance with the following:~~

- f. ~~A member who is at least fifty (50) years of age but less than fifty-five (55) years of age at the time of early retirement will receive an amount equal to thirty-five percent (35%) of the unreduced FRS retirement benefit. The unreduced FRS retirement benefit is calculated using the premise of the member being sixty-two (62) years of age at the time of retirement.~~
  - g. ~~A member who is at least fifty-five (55) years of age but less than sixty-two (62) years of age at the time of early retirement will receive an amount equal to one hundred percent (100%) of the difference between the unreduced FRS benefit and the reduced FRS early retirement benefit.~~
  - h. ~~At the time of early retirement, if the early retirement monthly benefit has a single sum value (present value) of less than five thousand dollars (\$5,000) as of the date the early retirement monthly benefit is first effective, then the Board will provide a one-time lump sum payment equal to the single sum value (present value) of the early retirement monthly benefit.~~
  - i. ~~In lieu of the above, for any employee meeting the above eligibility criteria and who has out-of-state service, or any other qualifying service, and is eligible to purchase such service according to FRS rules and regulations, the district may purchase such service if the purchase of such service would total 30 years and entitle the employee to full retirement under FRS. It is clearly understood that the Board shall provide the monthly benefit or out-of-state service or any other qualifying service whichever is more economical for the Board.~~
2. ~~This provision shall not prohibit the Board from paying additional retirement bonuses provided for in this Agreement or future bonuses agreed to by the Board and the Union.~~
  3. ~~No employee shall be required by the Board to take advantage of the provisions of this article.~~
  4. ~~If an employee chooses one of these aforementioned early retirement options, the Board will have no further obligation toward his/her retirement benefits.~~
  5. ~~A teacher who selects one of these aforementioned early retirement options is required to retire from the Florida Retirement System (FRS) and terminate his/her employment with the district. Therefore, such teacher is not eligible to participate in the Deferred Retirement Option Program (DROP) as the DROP requires a teacher to retire from the FRS yet continue to work within the district.~~

**SECTION F**

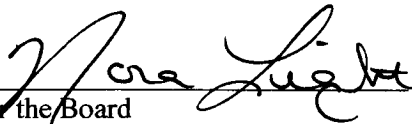
4. Any employee hired or rehired on or after January 1, 2014, will not be eligible for the benefits provided for in this section. Any employee hired prior to January 1, 2014, will continue to be eligible for the benefits provided for in this section.

**SECTION G**

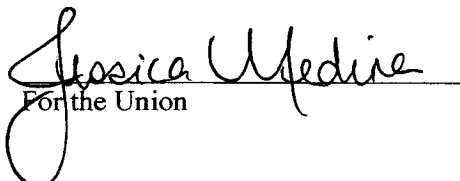
1. f. During and after the twentieth (20<sup>th</sup>) year of service in the Pasco school district, the daily rate of pay multiplied by 100 percent (100%) times the number of days (~~100 percent~~) of accumulated sick leave credited with the District School Board of Pasco County.

**SECTION J**

The employee may appeal any denied request to the Office for Teaching Leading and Learning, or designee. The decision of the appeal shall be final.

  
For the Board

8/28/24  
Date

  
For the Union

08/28/2024  
Date