



**PCSB/PCTA Bargaining Meeting
Minutes
11-29-18**

PCTA Building, 650 Seminole Blvd. Largo FL 33770.

Meeting was called to order at 5:23pm. Sign in sheet was passed around for signatures.

Ton Lentz started off the meeting passing out a negotiation spreadsheet and the first three counter proposals; Articles 43, 45 & 46. Articles 43 and 46 were taken from the Appendices and given Article numbers. Tom stated these counter proposals are in reference to what we talked about at the November 14th meeting. Paula Texel stated we will take a look at these.

Tom passed out the next counter proposal packet. Mike Gandolfo went over the changes and answered any questions during the discussion. In Article 8, the only difference is in the Leave of Absence section under Personal Leave, adding 5 personal days instead of 4. Article 9 is mostly the same except under D - adding "and visits" to the use of email announcing meetings. Article 14 is identical to what was proposed by the District on 11/14. Article 17 PCTA added new language in #6 stating "if there are no differences in level of education, experience or certification requirements, amongst all applicants, seniority shall be the determining factor in all transfers." There are no changes to what was proposed/discussed for Article 18.

Article 20-Terminal Pay—the Board had proposed to consider the request regarding terminal pay, engage an actuary, and make a recommendation following the close of the 2018-2019 school year. The PCTA counter proposal added language stating "A recommendation will be made to the bargaining leadership team on or before June 30, 2019 for inclusion in the 2019-2020 negotiations." Laurie Dart asked what the intent was behind the revised language. It seems that the language pre-supposes that the recommendation would be to change the current policy. What if the recommendation is no, what if it is determined that it is not fiscally responsible? Mike Gandolfo stated that their intent is to have the terminal pay paid out.

Article 21 has no changes from what was proposed on 11/14. Article 34 – Language was inserted into letter B stating no action shall be taken against a teacher until the teacher and Union Rep have been provided copies of all statements/evidence which has been collected. Article 37 accepted the revised proposal from PCSB on 11/14 and countered that resignations shall be irrevocable after one (1) workday. Article 41--- Payroll Deductions under D2 the Union added back a sentence that states, "The parties agree to the ongoing provision of data services to the Union." Article 42 was not changed except to reference the use of a trade day during pre-and post- school planning.

Tom Lentz distributed a counter offer to the District's 11/14/18 salary proposal. PCTA shared that their counter proposal is 3%. PCTA feels that the starting salary of \$43,000 is competitive with the surrounding districts and they would like to properly compensate our current, veteran teachers. Laurie Dart stated the union's proposal was a 1.4 million increase. Mike stated that in the agreement we TA'd last year there were 2.6% more funds available, assuming this was due to hiring less teachers. Laurie stated the district offered what is currently available, and asked where PCTA thought the extra \$1.4 million was coming from? Tom Lentz stated in the 17/18 school year \$379 million was budgeted for Instructional salaries and the district spent \$376 million, which is a difference of \$2.5 million. Lisa McCann asked where do the supplements come into play. Paula Texel stated that the district will review this when we caucus. Tom stated that PCTA also wants to focus on compression, and stated that new teachers have jumped over current teachers.

Tom passed around the next packet of counter proposal articles. Lesson Plan language is a new article. Laurie asked if this was emailed earlier with the other counter proposals and Tom stated no it was omitted. Under letter B, # 3 is the only language that is new, which is what was discussed at the last meeting. It states that administrators may require up to one week of lesson plans if the teacher was rated as beginning or lower on their most recent observation or

evaluation in the Standards Based Planning domain, as opposed to developing or lower. Article 32 – Teacher Evaluation The 1st change is on page 2 letter F - added related to the domain regarding adding evidence for post-observation conference. Section A. General Provisions added the Appraisal Advisory Committee will be comprised of 50% instructional staff appointed by the Union. Page 5 under section E2. the language referring to anomalies, Mike stated two sentences were removed, we feel this encourages principals to find fault in their teachers and it doesn't belong there.

Article 36 – Teacher Contracts – page 3 under E Non-Renewals, language was added in #1 that states teachers will be able to apply for any available position that are posted and which they qualify for if they are non-renewed and they had received Highly Effective or Effective the past two years and haven't received any discipline for the current year above a caution letter. #2 states they will be given a written summary outlining the rationale for the non-renewal. #3 states District and Union agree it a priority to retain effective and qualified teachers and that a list of non-renewals shall be reviewed annually by both parties to ensure fairness and excessive non-renewals. Tom Lentz stated that we spend a lot of money to retain teachers in the Tier 2 & 3 schools and that he'd like to see some data in reference to this.

Paula shared that for #1 this practice is already in effect and is available to employees. As for language in #2, the district handles this in the appeal process and this seems duplicative. Mike shared that this may lead to less appeals. Laurie stated that the appeal process already allows a teacher to meet with the principal face to face to be told why they were non renewed and the area superintendent and assistant superintendent for HR are present to evaluate the decision to non- renew. Requiring the principal to provide the rationale in a letter and again meet with the teacher to verbally state the same thing is duplicative. If there is to be a written rationale provided then the appeal process should be deleted. Tom stated not everyone qualifies for an appeal but they should be given a reason. Mike states if it's bogus we want to appeal. Colleen Parker suggested that one sentence needed to be deleted. Laurie asked what he meant by "if it's bogus" and how he envisioned the appeal process working after a written rationale was provided. It is not a trial, it's a second set of eyes. Tom stated the difference between the written and verbal is you want an opportunity to review and come to an appeal. The teachers already get a letter, but without a rationale, and maybe we could add a sentence or 2 on the reason why. Then they ask for evidence from the teacher. Laurie stated we can take a look at it but it seems duplicative and need to minimize the work.

Laurie stated under F. Length of Contract, language from article 45 was added that relates only to post secondary having 235 day contracts. The proposal was to clean this up and authorize contracts in excess of 198 days to be issued when warranted by the program. Tom states we have an issue with that, we believe this is like a blank check to add days to the contract, it should be negotiable. Laurie stated right now the contract doesn't give the extra days to the SLPs or psychologists but only authorizes post secondary. Laurie asked why should it only be for PTC, Tom stated they are generally 235 days. Tom asked if anyone uses the language in B. Laurie commented PTC is unique that warrants the language in B. Mike stated we don't want to waive the right to extend a contract. Laurie stated the language says the Board has the right to offer, it is not intended to force a 235 contract on anyone. Mike stated he would like to speak with Mark Hunt before we remove PTC. Nancy Velardi stated people may see the language different by current administration to new teachers. Paula stated we want to make it where we can issue longer contracts. Laurie wants to clean up the PTC language, let's meet with Mark Hunt. Tom stated this is a miscommunication, we want the same, to be able to offer longer contracts but we want it reviewed by the Union first.

Article 27- School Schedules – First change is on page 2, under 4c. for the purpose of this provision, structured planning will be considered a meeting. Page 3 Coaching, add confidential, non-evaluative instructional resource for teachers to model and help improve instruction. Mike stated teachers are afraid to go to the principal, we've created a wedge between the teacher and coach, they need to be a valued resource. Page 6 just added the 3 after the word to be consistent, under B, changed structured planning to mandatory meetings twice a week. Under Secondary and Post-Secondary add 2 hours per week of uninterrupted planning time during non-student contact time and no more than five mandatory meetings a month. On page 7e., if they forfeit uninterrupted planning, they can be compensated as if they were covering a class. F. is new language regarding equitably sharing the proctoring duties for state testing. Page 8

under M. stating non-teacher duties limited to no more than 30 minutes per day for any regular teacher and 15 minutes for specials. Laurie stated we will discuss these changes when we caucus.

Last meeting the topic of covering classes was discussed. Dave Richmond stated the \$12/hr came from the cost savings of not hiring a substitute. We spent \$360,000 last year in teacher coverage compensation. Tom asked how can we write it into the contract? Dave stated currently it's \$3-6 per half hour, as long as the funds don't go over what we pay a substitute. Six units a day, .5 is the lowest unit, schools get very creative on how to split the pay up. Classroom teachers could get a quarter of a class. Paula asked Mike what they were asking for? Mike stated to get the teachers at least up to \$20/hr. Paula stated we can do whatever we want, however the funds will have to come from somewhere.

It was noted that on Page 1 of Article 27 in the third sentence, "responsibilities of teacher's," should not have an apostrophe.

The next two are proposed new articles, Student Services and Specialized Clinical Services. Student Services excludes, Psychologists, SLP, OT, PT, teachers of speech correction, nurses and educational diagnosticians and moves them to the Specialized Clinical Services. Both articles state a committee will be formed to decide if additional supplements are warranted and make recommendations by April 2019. Laurie asked what the purpose was of 2 separate articles? All of these groups can go together, it's unnecessary for both. Mike stated this is the impression we got from you, Laurie stated we want to analyze the difference in their roles. Mike said by separating them they are different. Laurie states they are Student Personnel services under the statute and now they want two subsets of student services to be treated differently? Mike stated we got the idea from Julianna. Laurie states we want to look at this as a whole, we have no objection to looking at it but as a whole. Laurie stated that we recognize that services are different than classroom teachers. Julianna Stoltz stated under the clinical services, the degrees are specific and that sets them apart from other personnel services, the degree training is specific. Mike stated the guidance counselors and social workers are part of teachers, you want to include them? Laurie stated we can delete the other student services personnel and focus on the specialized services. We represent other employees who are not addressed in this article, just because they're not here at this table, all 7400 teachers are our employees. Mike responded that we can do one article and said we also represent the 7400 employees. These are the groups we're representing with the highest credentials. Tom stated maybe this shouldn't be an article since this is going to get a committee to review the issue. Paula stated we will read through it. Tom also stated we didn't forget about the other articles.

Paula thanked everyone. At this time both groups caucused.

Once groups convened, Laurie stated we cannot agree to the 3% increase which is \$9.4 million total. The most we can do is the \$8.2 million, 2.55%. We'd like to go more but we can't. That's the final offer. We'd like you to accept it and pay the teachers. We think we're close, if you want to go through Article 27 and discuss our response to the proposal. Some of the other issues are workable. The increase of 1.4 million from our offer isn't workable. We'd like to TA salaries. We don't want to hold up teacher salaries for these other provisions.

Article 27 concerns – we offered an increase from 30 minutes a day to 45 minutes for uninterrupted planning time, since then we received feedback from the elementary principals that 15 minutes of that a day are needed for IEP's, 504 meeting etc.. so that is an issue. Mike wanted more clarification on this. Lisa Freeman stated principals need the option to be able to schedule one of those meetings during that time. Laurie just wanted to point it out that when we made the offer the elementary concerns were not brought forward. On page 6 currently no more than eight meetings a month in secondary as confirmed by the arbitrator, we're suggesting 7 meetings. Page 7 – deleted D we'd like to keep in the last sentence, stating a mandatory meeting excludes the following, any activity for which a teacher receives a supplement or stipend, volunteer committee meetings, parent conferences, IEP and 504. In Letter E, suggest to keep the language that was proposed by the District on 11/14/18. Letter F – the district doesn't agree. Pam Morse asked to explain why you don't agree with this, MS teachers depend on testing? When a teacher gives up planning time, she can flex. Why isn't that available? Laurie shared that we can consider this further. In letter G the district added, "with" in front of herein. Page 8k, we'd like to have the Fridays back for parent conferences. Under m, we don't agree on the

equalizing for specials. As for L. the difference between the 30 and 45 mins, affects what's in L (IEP and 504 meetings during the day). We need to address this, however we feel we are very close.

Mike stated that he heard the district wants 7 meetings in secondary and parent meetings on Fridays. Nancy Velardi stated parent meeting go on whenever, you're not going to leave in the middle. Paula stated it's not for every Friday, it's for when a parent says they can only come on Friday. Laurie stated maybe exclude Friday afternoons. Mike said most of the secondary schools don't have 8 meetings. Laurie stated we went to binding arbitration, 8 meetings in secondary is what we have in our agreement and to stop suggesting we're taking planning time away. Mike stated that our teachers will see it as an increase. Laurie asked Mike why he doesn't tell the teachers that the contract says 8 meetings. There was much discussion back and forth, Mike stated he will not put his signature on it and that teachers will not ratify this as written. Laurie stated that the district is offering to reduce the number of meetings and asked to stop saying we're taking it away, to state the facts.

Paula stated she was hearing that Fridays are a concern.

Tom stated one final point on this, on the previous contract disagreement the perception of many members didn't know that they said eight, you can't say that you didn't propose 11, 9, now 7 meetings. Paula stated that back in February we talked about re-writing this article on something that we could agree to but Mike said we should let an arbitrator decide so we did. After she said there were eight meetings allowed as a default we have offered proposals to re-write this even though we said we would live with the arbitrator's decision. Laurie stated the district will go back and discuss further.

Laurie stated that it is the district's desire to agree on all articles at once. We can offer the 2.55% but it is too late to get the raises before the holidays. Nancy Velardi says her teachers do not care about the money – contract is much more important. Rita Vasquez stated even if the structured planning is not called a formal meeting it needs to be communicated that it's not going to be an addition too. Laurie asked the group if 6 meetings in secondary would work? The response was mixed but there was some indication that 6 may work. The district shared that these are our concerns for Article 27 and that we are very close on the other articles. Paula shared that we will take the proposals back, go through them, and send PCTA our counter proposals. The district thinks Article 27 and salaries are the big rocks.

Mike stated to wrap things up, and shared that elementary teachers are the most stressed out. They have 8 meetings where middle school and high school are less, and feels there's a correlation there. How does this benefit kids?

Paula will get with Mike to schedule our next bargaining session.

Meeting adjourned at 8:30pm.