

BLT Proposed Contract Language

1. OCEA Proposal -- Date of Submission: March 09, 2018; Withdrawn: April 05, 2018

7.07 Middle school teachers working at schools changing from K-9 to elementary schools (K-5) shall be automatically moved to the new school site. They shall not be required to apply for positions and go through the interview process.

SDOC Counter-Proposal – Date of Submission: March 26, and April 05, 2018

Management holds that the existing contract language for transfers supports teachers in this situation, and additional contract language is not necessary.

2. OCEA Proposal -- Date of Submission: December 07, 2017

9.03-3 A teacher may refer a student to the administration on a standard referral form using the School District's approved system. Students will be disciplined according to the School District Student Code of Conduct. If administration determines the infraction is not covered in the Student Code of Conduct, it may be removed but documented in the student documentation. The teacher will be notified prior to the referral being removed from the system. For minor infractions, all disciplinary referrals by a teacher will have a copy returned to the referring teacher noting will receive notification of the any action taken on the referral when the administrative disposition is complete.

SDOC Counter-Proposal – Date of Submission: March 26, April 05, and April 16, 2018

9.03-3 A teacher may refer a student to the administration on a standard referral form using the School District's student information system and procedures. Students will shall be disciplined according to the School District Board's Student Code of Student Conduct. For minor infractions, all disciplinary Disciplinary referrals by a teacher for student infractions listed within the Code of Student Conduct will shall have a an electronic copy returned to the teacher noting the action when the administrative disposition is complete. Minor student infractions that are not listed within the Code of Student Conduct shall not be documented with a disciplinary referral and may be documented by the administrator or the teacher of record within the student documentation section of the School District's student information system. Additional training opportunities and/ or clarifying communication on the Code of Student Conduct shall be available to administrators and instructional employees annually.

3. OCEA Proposal -- Date of Submission: February 08, 2018

12.07-1 A teacher may request in writing and shall be granted an additional observation by a trained observer mutually selected by the teacher and the administration school principal. Said observation shall be included as an official part of the evaluation. An administrator from another work location would be preferred. The observation shall be conducted within ten (10) days.

12.07-2 Teachers using the NCIPE for evaluation purposes may request that a District-level administrator review his/ her portfolio.

SDOC Counter-Proposal – Date of Submission: March 26, April 05, and April 16, 2018

12.07-1 A teacher may request in writing and shall be granted an additional observation by a trained observer mutually selected by the teacher and the administrationschool principal. Said observation shall be included as an official part of the evaluation.

12.07-2 A teacher using the NCIPE for evaluation purposes may request in writing and shall be granted an additional review of his or her portfolio by a trained observer mutually selected by the teacher and the school principal.

Management has also submitted additional proposed changes for Article XII to the Evaluation Subcommittee on August 01, 2017; January 30, 2018; and February 27, 2018. Please see the separate document with these proposed changes.

4. OCEA Proposal -- Date of Submission: October, 2017

I. ARTICLE XVI: PROFESSIONAL COMPENSATION

16.02 Teachers shall be paid according to the salary schedule and shall receive years of experience subject to the following criteria:

...

~~c. Retired Educators/ DRO~~

~~(1) After 6/30/2010, a teacher who requests a DRO extension that is granted will be extended at experience level 5 (and if extended thereafter will be extended at incremental levels).~~

~~(2) Teachers who are receiving retirement benefits under a public or private retirement system who are hired (or rehired following retirement or DRO completion) will be granted up to a maximum of five (5) years' experience on the salary schedule for years of experience that are not included in the years of experience for which they are receiving retirement benefits. Teachers rehired after having completed any extended drop will be credited for all years of extended drop up to a maximum of eight (8) years' experience credit. (11/18/09)~~

OCEA is proposing that this language be struck from the contract and all retirees currently working for the District be made whole. We realize that this will require data before it can be determined what the fiscal responsibilities will be to the District.

SDOC Counter-Proposal – Date of Submission: March 26, April 05, and April 16, 2018

Management has shared that the cost of compensating sixteen (16) teachers for all of their experience (for which Management has documentation) is about \$350,000. This amount would significantly reduce the funds available for proposed salary increases for all instructional employees. After discussion of the cost among the School District Leadership Team, Management is respectfully tabling discussion of this item at this time.

5. OCEA Proposal -- Date of Submission: December 07, 2017

In September 3,333 teachers in Osceola County received Teacher Classroom Supply Assistance Program (TCSAP) checks. According to the data, we have on file there are 3,712 total teachers in the District. There are only 379 teachers who did not receive the Teacher Classroom Supply Assistance Program (TCSAP) checks. The same 379 teachers are not eligible for the \$1200 bonus for highly effective teachers or up to \$800 for being effective.

OCEA is proposing that the District provide a bonus in the amount of \$1200 for Highly Effective non-classroom teachers and up to \$800 for effective non-classroom teachers.

Using the District evaluation data, 24% of teachers are highly effective (91) and effective (273).

- \$109,200 HE costs
- \$218,400 E costs
- Total cost to the District would be \$327,600

OCEA believes that this would be fair and equitable for all instructional positions to be given the same bonus.

SDOC Counter-Proposal – Date of Submission: March 26, April 05, and April 16, 2018

Management holds that *Section 1012.731 – The Florida Best and Brightest Teacher Scholarship Program, Florida Statutes*, clearly articulates the Florida Legislature’s intent that only classroom teachers are eligible for this program.

Management holds that the School District’s limited available funds should be prioritized toward proposed salary increases and health insurance benefits for all employees and is respectfully tabling discussion of this item at this time.

6. OCEA Proposal -- Date of Submission: October, 2017

Proposed New Supplements for Instructional Employees

- Battle of the Books \$617
- Instructional Coaches \$617
- Athletic Trainers \$8500

SDOC Counter-Proposal – Date of Submission: March 26, April 05, and April 16, 2018

Management holds that the School District’s limited available funds should be prioritized toward proposed salary increases and health insurance benefits for all employees and is respectfully tabling discussion of this item at this time.

7. OCEA Proposal -- Date of Submission: March 08, 2017; Withdrawn: April 05, 2018

MEMORANDUM OF UNDERSTANDING – Arming Instructional Personnel

Whereas, the School District of Osceola County, Florida, and the Osceola County Education Association believe that student safety is of the utmost importance;

Whereas, both parties agree the schools must be safe, nurturing learning environments for our students;

Whereas, both parties agree that the primary responsibility of classroom teachers is to provide a quality education for all children;

Whereas, both parties agree that classroom teachers are responsible for the safety of students assigned to their rosters;

Whereas, both parties agree safety personnel and safety plans have their place in schools, but we must leave those decisions to the people who know our schools best,

Therefore, be it resolved that both parties agree to the following terms and conditions:

- Teachers shall never be required to be armed during contractual hours
- Teachers shall never be required to complete law enforcement training as a condition of employment.
- Prior to permitting guns on campus, the District must negotiate proposed contract language with the OCEA Teacher Bargaining Team.

SDOC Counter-Proposal – Date of Submission: March 26, and April 05, 2018

Senate Bill 7026 was passed and signed into law by Governor Scott on March 09, 2018. Both the School District and OCEA must comply with any state laws that are passed and cannot bargain any contract language or MOU that would contradict state law. Management holds that an MOU is not necessary at this time.

Critical Information Regarding Senate Bill 7026 (SB 7026)

- **Our Osceola County School Board and our Superintendent continue to make safe schools a priority for our students and employees.**
- Both SDOC and OCEA have a unique opportunity to ensure that our communication efforts about this serious and sensitive issue responsibly:
 - calm emotions,
 - erase doubts, and
 - reduce fears that our Osceola County students and employees might express.
- Similar to the Florida Education Association (FEA), multiple state education organizations and hired consultants keep school district administrators informed with regular legislative updates and bill summaries before, during, and after each Florida Legislative Session.
 - *Florida School Boards Association (FSBA)*
 - *Florida Association of District School Superintendents (FADSS)*
 - *Florida Education Legislative Liaisons (FELL), etc.*
- However, out of necessity, School District administrators do focus upon what is the most critical information in order to decide how to address key items in an organized and timely manner.

- Section 3 of SB 7026 (p. 12) clearly authorizes only the County Sheriff to establish a guardian program in the first place.
- If the County Sheriff does not create one, a guardian program cannot exist, and per Section 26 of SB 7026 (p. 80), school districts could not choose to participate in a guardian program.
- Osceola County Sheriff Russ Gibson has publicly opposed this program and does not intend to establish one in Osceola County.
- <http://www.aroundsosceola.com/active-shooter-drills-begin-in-osceola-county-schools/>
- Our Osceola County School Board and our Superintendent plan to ensure that each Osceola County school has its own dedicated School Resource Officer (SRO).

DRAFT

ARTICLE XII: TEACHER ~~ASSESSMENT~~EVALUATION

12.01

Both parties agree that the Superintendent is charged by law to establish procedures for assessing the performance of duties and responsibilities of all instructional personnel. The overall purpose of this assessment shall be to improve the quality of instruction.

All teachers must be ~~assessed~~evaluated annually. The Classroom Instructional Employees' Evaluation System and Handbook and the Non-Classroom Instructional Employees' Evaluation System and Handbook shall be online. The School District shall provide one (1) hard copy of The Classroom Instructional Employees' Evaluation System and Handbook and the Non-Classroom Instructional Employees' Evaluation System and Handbook per each instructional employees' work site. ~~The Instructional Assessment system will be on-line beginning with the 2009-10 school year. Annual contract teachers will be observed using the Florida Performance Measurement System form. Professional Services Contract Teachers and Continuing Contract Teachers shall mutually determine with their principal within their first forty-five days annually whether to use the FPMS, a narrative observation or other observation techniques appropriate to their assessment.~~ (11/18/09)

12.01-1

All teachers shall be oriented annually to all assessment procedures and observation forms during the first twenty (20) days of teaching. Assessment procedures and observation forms shall also be uniformly and fully explained in the faculty appropriate evaluation handbook which shall be available to employees online (e.g., link in Appendix H-1 and H-2). (11/18/09)

12.02

The assessment process will reflect those concepts and indicators developed by the Evaluation Subcommittee and included within the appropriate evaluation handbook. ~~Teacher Assessment Taskforce and beta tested during the 2008-09 school year. The assessment process will include at least the following:~~

- ~~(1) Reference to effective and ineffective teaching behaviors.~~
- ~~(2) When needed, specific recommendations will be made to improve performance that may be documented in a professional improvement plan.~~
- ~~(3) A reasonable length of time to correct performance deficiencies.~~
- ~~(4) Written notification of consequences for failure to achieve effective performance at the time the specific recommendations in (2) above are provided.~~
- ~~(5) The classroom monitoring or observation of teacher performance will be conducted openly and with the full knowledge of the teacher.~~
- ~~(6) Upon completion of the written assessment, the administrator and teacher will discuss all documents used to assess the teacher's performance.~~
- ~~(7) The teacher will sign a statement that he/she has reviewed the assessment documents with the administrator; however, such signature will not indicate acceptance or rejection.~~

~~(8)~~

Statement(s) from a teacher who disagrees with the ~~assessment~~evaluation will be permitted. Teachers will have ten (10) working days to prepare a written response

to their assessment. The teacher's response shall be attached to the assessment and become a permanent part of the personnel file as provided by Statute.

~~(9) — The teacher will receive a copy of all observation and assessment forms at the time of signature. (11/18/09)~~

12.03

The ~~links to the appropriate webpages on the School District website for the assessment forms, observation report~~Professional Improvement Plan, Instructional Employees' Evaluation Handbook, Non-Classroom Instructional Employees' Evaluation Handbook, and the Individual Professional Development Growth Plan forms are found in Appendix G-1, G-2, H-1, H-2, and I, respectively.

EXPERIENCE	0-3 YEARS	4 or MORE YEARS	4 or MORE YEARS
PERFORMANCE CRITERIA	INSTRUCTIONAL ASSESSMENT PROCESS	NOT ALL INDICATORS PROFICIENT ON MOST RECENT OSCEOLA INSTRUCTIONAL ASSESSMENT	ALL PROFICIENT OR HIGHER INDICATORS ON MOST RECENT OSCEOLA INSTRUCTIONAL ASSESSMENT
ASSESSMENT PROCESS	TWO (2) PER YEAR MINIMUM	TWO (2) PER YEAR MINIMUM	ONE (1) PER YEAR MINIMUM
PERFORMANCE OBSERVATION	A MINIMUM OF ONE (1) FLORIDA PERFORMANCE MEASUREMENT SYSTEM OBSERVATION PER ASSESSMENT PROCESS	A MINIMUM OF ONE (1) FLORIDA PERFORMANCE MEASUREMENT SYSTEM OBSERVATION PER ASSESSMENT PROCESS	A MINIMUM OF ONE (1) OBSERVATION PER ASSESSMENT PROCESS

~~Note: The Florida Performance Measurement System (FPMS) Observation Form is used by the administrator to indicate status of current patterns of effective and ineffective teaching performance. The teacher may respond in writing to the administrator's analysis of the data. Both parties will sign the observation report and the teacher given a copy. This instrument is used in conjunction with the on-line assessment process. (11/18/09)~~

12.04

It shall be the responsibility of the administrator to assess the teacher's performance and to keep the teacher informed as to his/her assessment.

12.05

It shall be the responsibility of the administrator to identify when a teacher requires the assistance of a Professional Improvement Plan for the purpose of improving performance deficiencies. The administrator shall review with the teacher the observations and any other identified performance deficiencies that support the need for a Professional Improvement Plan. The teacher and the principal will work together to identify and determine specific strategies for improving those performance deficiencies. The teacher and administrator will also work together

to establish appropriate timelines for review and completion of the strategies. The teacher shall be responsible for completing the resulting Professional Improvement Plan.

An improvement plan may be initiated without completion of the formal assessment instrument through observation or data collection.—(11/07/07)

12.06 Teachers will be notified of the time frame during which formal observations will occur. All ~~annual contract~~probationary teachers will receive an observation within the first forty-five (45) teaching days. A teacher may request and shall be granted a conference with the administrator conducting an observation prior to the observation.

12.07 A teacher may request and shall be granted an additional observation by a trained observer mutually selected by the teacher and the administration. Said observation shall be included as an official part of the evaluation.

12.07-1 A teacher may request and shall be granted an additional observation by an alternate school administrator. Said observation shall be included as an official part of the evaluation.

12.08 A teacher's non-participation in non-supplemented activities outside of the teacher's regular working day shall not be a consideration in teacher evaluation.

12.09 ~~Under Florida Statute Section 1012.34(45), Florida Statutes, requires the Superintendent is required to notify the department (Florida Department of Education) of any instructional employee who receives two consecutive "unsatisfactory/Unsatisfactory" performance assessments—final summative evaluation ratings of a teacher. For the purpose of reporting under this Statute "unsatisfactory" performance shall be defined as at least one "unsatisfactory" rating on the teacher's annual assessment(s).~~

The ~~Administrator—~~instructional employee's administrator will—shall notify the Superintendent of the unsatisfactory performance of any teacher consistent with ~~Florida Statutes Section 1012.34, Florida Statutes,~~ and its amendments. ~~An instructional employee~~Teachers may be reported if ~~they—the employee received receives~~ at least one ~~unsatisfactory—"Unsatisfactory" final summative evaluation rating—on their annual assessment.~~ The ~~teacher—~~instructional employee shall receive a copy of any such notice. Prior to reporting any ~~teacher—~~instructional employee for unsatisfactory performance to the Superintendent, the ~~Administrator employee's administrator or his/her~~ assistant administrator, in accordance with the procedure outlined in ~~Section 1012.34, Florida Statutes,~~ shall have:
(11/18/09)

(a) Observed and documented performance deficiencies.

~~(b) The teacher will be notified that he/she is being returned to the FPMS observation in writing.—(11/07/07)—~~

(~~eb~~) Completed an ~~assessment evaluation of the instructional employee included with an indicator of unsatisfactory with a final summative evaluation rating of "Unsatisfactory."~~ ~~(11/18/09)~~

(~~dc~~) Completed a Professional Improvement Plan with the teacher, which included specific performance deficiencies and documented the assistance provided.

(~~e~~) ~~Completed an additional assessment and met with the teacher to review performance.~~

12.10 All teachers working in summer school ~~shall may~~ be assessed using the ~~Personnel Performance Assessment System and shall mutually agree with their administrator on either a FPMS or narrative observation~~ appropriate evaluation system.

12.11 The Superintendent shall provide written notification to any ~~teacher-instructional employee~~ in a state graded "D" or "F" school and/ or corrective action school of any potential performance concern. The ~~teacher-instructional employee~~ shall have the opportunity to meet, discuss, and provide additional documentation regarding any such concern prior to a final determination by the Superintendent.
~~(11/18/09)~~

12.11.1 Any incident or information concerning ~~a teacher-an instructional employee~~ that might result in a less than ~~proficient~~ "Effective" rating on the ~~Assessment Form~~ appropriate evaluation form shall be brought to the attention of the ~~teacher employee~~ at the time the incident occurs or the information becomes available.
~~(11/18/09)~~

Instructional Employees' Contract

CURRENT

ARTICLE XX: TERM OF CONTRACT

20.00

This Contract shall become effective when ratified by the teachers, approved by the Board, and signed by the parties. This Contract shall be firm until and including June 30, 2018 except that Articles 9.08.1; 9.15; XV, Fringe Benefits; XVI, Professional Compensation; Salary Schedule; and Salary Supplement Schedule shall automatically be reopened at the end of each year. In addition, both parties may select up to two (2) additional articles and three singularly numbered items to be reopened with one additional article upon which both parties mutually agree. Notice of articles to be reopened shall be mutually exchanged on or before May 1 of each year. Initial proposals except Salary and Supplement Schedules shall be exchanged no later than one (1) week prior to the end of the traditional school year.

PROPOSED

ARTICLE XX: TERM OF CONTRACT

20.00

This Contract shall become effective when ratified by the teachers, approved by the Board, and signed by the parties. This Contract shall be firm until and including June 30, ~~2018~~2019 except that Articles 9.08.1; 9.15; XV, Fringe Benefits; XVI, Professional Compensation; Salary Schedule; and Salary Supplement Schedule shall automatically be reopened at the end of each year. In addition, both parties may select up to two (2) additional articles and three singularly numbered items to be reopened with one additional article upon which both parties mutually agree. Notice of articles to be reopened shall be mutually exchanged on or before May 1 of each year. Initial proposals except Salary and Supplement Schedules shall be exchanged no later than one (1) week prior to the end of the traditional school year. Both parties agree to enter into a collaborative/ interest-based bargaining process. A contract shall be ratified with the understanding that Contract Articles, specific paragraphs, or new issues may be opened, bargained, ratified, and implemented throughout the fiscal year.