CONTRACT

BETWEEN

THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA

AND

THE OSCEOLA COUNTY EDUCATION ASSOCIATION

2009 - 2012

2010-11 Edition
Tentative Agreement, November 30, 2010
Ratified by OCTA, December 16, 2010
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Effective January 5, 2011

Michael A. Grego, Ed. D.
Superintendent
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PREAMBLE

THIS AGREEMENT ENTERED INTO THIS 30TH DAY OF AUGUST, 1985 BY AND BETWEEN THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA, HEREAFTER CALLED THE "BOARD," AND THE OSCEOLA COUNTY EDUCATION ASSOCIATION, HEREAFTER CALLED THE "ASSOCIATION".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Osceola County is the primary goal of the Osceola County Public Schools, and,

WHEREAS, the Board and the Association recognize that it is the responsibility of the Board to approve the educational and operational policies that are essential to the public educational programs and that the Association represents the teaching personnel, who are engaged in providing educational services, and,

WHEREAS, the Association, as the certified and exclusive agent and representative of teaching personnel, and the Board have agreed to bargain in good faith in the determination of the wages, hours, and terms and conditions of employment of the public employees within the bargaining unit, and,

WHEREAS, the Board and the Association, following extended and deliberate negotiations, have reached certain understandings which they desire to confirm in this Contract, and,

IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, IT IS HEREBY AGREED as follows:
ARTICLE I

RECOGNITION AND DEFINITIONS

The Board recognizes the Osceola County Education Association as the exclusive and sole bargaining agent for the following unit of employees as described in the certification instrument (Case No. 3II-RA-754-1003; Certification No. 18) issued by the Public Employees Relations Commission on the 9th day of April 1975.

Unit: The term "Teacher" when used in this Contract shall refer to all teachers who are regularly employed certificated personnel except those specifically excluded.

Included: Certified classroom teachers, guidance counselors, librarians, occupational specialists, consumer education resource teachers, PREP specialists, curriculum assistants (full or part time), attendance assistants (full or part time), homebound teachers, staffing specialists.

Excluded: Superintendent, Deputy Superintendent for Instruction, Deputy Superintendent for Personnel Services, Administrative Assistant, Director of Early Childhood and Elementary Education, Director of Middle Schools and Secondary Education, Director of Support Services, Director of Staff Development, Director of OCC Education, Director of Exceptional Student Education, Director of Finance, Director of Planning and Evaluation, Director of Student Services, Assistant Director of Finance, Director of Purchasing, Manager of Data Processing, Director of Special Programs, Coordinator of Media, Coordinator of Transportation, Coordinator of Maintenance, Coordinator of Food Services, Principals, Assistant Principals (full or part time), School Psychologists.

The term "Board" and "Association" shall include authorized officers, representatives and other agents of either.
ARTICLE II

NEGOTIATIONS PROCEDURE

2.01 The School Board agrees to enter into negotiations with the Association over a successor Agreement no later than May 15 of the calendar year in which this agreement expires. Agreements so negotiated will be reduced to writing and signed by both the Board and Association.

2.02 During negotiations, the Board and the Association will present data, exchange points of view, and make proposals and counter proposals. Either party may, if it so chooses, utilize the services of outside consultants to assist in the negotiations. The Board will make available to the Association budgetary data to which they are entitled under Florida Statutes as soon as it is made available to the Board. Representatives of the Board and the Association will be empowered to reach tentative agreement on items being negotiated.

2.03 The Board agrees not to negotiate directly with teachers, rather than the Association. The Board further agrees not to negotiate or otherwise deal with any other organization(s) purporting to represent teachers during the term of this Agreement.

The Association agrees to negotiate directly with the designated Board negotiating team and not with the individual members of the School Board. Any procedural concerns of the parties will be directed to the respective chief negotiators whenever practicable.

2.04 Should impasse occur during negotiations, the impasse procedure in Chapter 447, Florida Statutes, shall apply. Neither party shall reject mediation if requested by the other providing that a reasonable period of negotiations has transpired.

2.05 Times for bargaining sessions will be mutually agreed upon by both parties. If bargaining meeting between the Board and Association are scheduled during the teacher duty day, members of the Association's bargaining team shall be relieved of their regular duties. Substitutes shall be provided by the Board.
ARTICLE III

FACULTY STEERING COMMITTEE

3.01 The steering committee may be established in a school for the purpose of considering various areas such as, but not limited to, student discipline, faculty meetings, school rules, and health and safety items. It is understood that the committee shall act in an advisory capacity to the principal.

3.02 A steering committee will be created if the majority of the teachers in a school determine by secret ballot that such a committee would be appropriate to their needs. The Association Building Representative shall be in charge of said election. Any steering committee thus created shall consist of not less than five (5) nor more than ten (10) teachers elected by secret ballot.

3.03 The steering committee may meet during the regular duty day at such times as committee members have no student contact. The steering committee may meet with other teachers and may meet as a group without the principal, during the regular duty day at such times as committee members or the teachers have no student contact.

In order to conduct business, it shall be necessary that a majority of the steering committee be present.
ARTICLE IV

ASSOCIATION AND TEACHER RIGHTS

4.01 The agreements in this Contract shall supersede any rules or regulations of the Board if such rules or regulations are contrary to or inconsistent with the terms recorded herein. Within budgetary limitations, this Contract shall not be interpreted or applied to deprive teachers of any professional advantage.

4.02 The Association and its representatives shall have the right to the use of the school buildings for meetings provided that a written request has been made to the school principal for scheduling purposes. Representatives must be accompanied by a member of the Association. If any special non-instructional personnel services are necessary over and above their normal services because of such meetings, the Association shall be billed for any actual costs of such services, including any applicable overtime pay expended.

4.03 The Superintendent or his designee shall meet with representatives of the Association, whenever reasonably requested by either party, to discuss matters relating to the implementation of this contract and educational policy. Other matters may also be discussed upon mutual agreement. Attendance at these meetings shall consist of no more than six (6) people -- three (3) from each party. These meetings will in no way bypass the negotiations or grievance procedures.

4.04 Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on school property during the times defined below:

1) Lunch Period.

2) Time before and after the student day.

3) Times when teachers are not responsible for the direct supervision of students. If the representative is not employed by the school, upon arrival at the school, he/she shall first report to the principal's office for the purpose of making such arrangements as the principal or his designee deems necessary to avoid interference with the school program or with teacher assignments.

4.05 The Association shall have the right to equal use of the school system's mail services, including teacher mailboxes, for communication with teachers. The Association office shall be a stop on the Board's mail service routes. The Association shall encourage all teachers to use the District’s electronic mail system in a professional and responsible manner.
4.06 The Association shall have the right to use the school's equipment. The Association shall provide its own materials and supplies. The Association shall arrange the use of this equipment with the supervisor in charge in order to avoid interfering with the school program. The president or his/her designee shall be the only ones to use the county machines. The Association agrees to pay $150.00 annual service fee for the usage of these school and county machines. (04/22/09)

4.07 The Board agrees to furnish copies of any Board-related public documents reasonably requested by the Association at the cost established in the Xerox printing schedule, "Outside Copying-In-School Personnel". The term "In School Personnel" shall be applicable only to Xerox printing. The Board further agrees to provide the Association public documents supplied to the press in connection with Board meetings, plus a copy of the Board agenda and supplemental packet, (excluding employee application and reference forms) upon publication, without cost. In addition, the Board shall provide the Association access to all public records not exempted by Florida Statutes within one working day of such request. Two copies of the school system directory will be supplied to the Association without cost no later than ten (10) days following the first teacher pay day. The Association may obtain additional copies by bearing the cost of printing charges.

4.08 The Board will provide the Association with the names and addresses of all new teachers and all retiring teachers as soon as the data are available.

4.09 The Board agrees to make Credit Union deductions from teachers' salaries as requested by the individual in writing. Change(s) in such deduction(s) will be made provided written notification from the Credit Union is submitted to Board Payroll Department according to the Board approved Master Pay Date Schedule. This provision shall not apply to new enrollees. Said deductions shall be transmitted to the Credit Union as soon as practicable. However, the check will be available the day of deduction.

4.10 The Association as bargaining agent shall be granted all rights and privileges as set forth in the Statement of Recognition by PERC and the Public Employee Relations Act, Florida Statues 447. The rights granted to the Association herein are for its exclusive use and for no other organization purporting to represent teachers.

4.11 Any medical expenses incurred by a teacher for physical examinations, inoculations, and tests that may be required by the School Board and not required by State Statutes shall be borne by the Board.
4.12 Upon appropriate written authorization from the teacher, the Board shall deduct authorized sums from the salary of any teacher and make proper remittance for any payroll deduction program approved by the Board.

4.13 The Board agrees to provide professional development opportunities through the Professional Development Department and operate it within the provisions of Florida Statutes. 

4.13-1 Teacher members of the Professional Development Council shall comprise the majority of the Council. The Association shall recommend teacher members of the Council to the Superintendent for appointment by the Board. Such recommendations shall contain at least twice as many names as vacancies to be filled. 

4.14 The Association shall be allowed to provide a bulletin board in each school for its use in the faculty lounge, provided that it shall not cover over nine (9) square feet of space, and the location of such bulletin board shall be mutually agreed upon between the Association and the principal. When space has been furnished in the past, it shall continue to be furnished, provided that this does not make more than one bulletin board set aside in that school for Association business.

4.15 Dues Deduction: The Board shall deduct from the pay of each teacher all membership dues of the Osceola County Education Association, provided that at the time of such deduction there is, in the possession of the Board, a valid written authorization for dues deduction executed by the teacher.

4.15-1 Prior to August 1, the Association will notify the District of the specific amount of dues deduction. Such dues shall remain constant for the fiscal year (July 1 to June 30).

4.15-2 Any teacher may authorize dues deduction by presenting an authorization card to the Board.

4.15-3 Authorization for dues deduction shall be in force until revoked in writing by the member to the Board and the Association. The revocable authorization for dues deduction will be effective thirty (30) working days from the date the written request is received by the Board.

4.15-4 All dues deduction by the Board shall be remitted to the individual designated in writing by the President of the Association the same working day of the deduction.

4.15-5 The Association shall indemnify and save harmless the Board from all claims, demands, suits, and costs, including reasonable attorney’s fees, incurred in
connection with the administration of this item, provided the Board acts in compliance with its dues deduction obligations.

4.15-6 The Board will not collect any fines, penalties, or non-uniform assessments on behalf of the Association.

4.15-7 The Association will not be assessed a service charge for cost incurred by the Board in order to provide any dues deduction requested by the Association pursuant to Florida Statutes.

4.16 The Board will establish days with pay per year for the Association to use for annual conferences, based on 4.5% of the OCTA membership on June 1 of each year. Any fraction will be rounded up to the next whole number. Withdrawal of days shall be by notification from the Association President to the Superintendent or his designated representative at least five (5) working days (except in cases of emergency) in advance of the leave. The Association shall provide at least fifteen (15) working days’ notice when submitting a request for the release of fifteen (15) or more teachers for a single event. Notification shall include the names of the teachers to be granted leave and, except in cases of emergency, no substitutions may be made later than five (5) working days prior to the effective date of leave. Each teacher for whom leave is to be granted shall apply to his/her respective principal in accordance with the same five (5) working day time limit.

(11/07/07)

4.17 Any individual contract between the Board and a teacher shall be consistent with the terms and conditions of this contract.

4.17-1 Short-term contract

1. A short-term contract shall be defined as a contract given to a teacher other than one on annual contract, continuing contract or professional services contract. Such contract shall specify a beginning and ending date of employment and shall be for a period less than the ten (10) month school year.

Examples of situations when short term contracts may be utilized include, but are not limited to, contracting a teacher replacing a teacher on a duly approved leave or filling a position in which insufficient time exists for the teacher evaluation process to be fulfilled.

2. All teaching positions shall be filled with teachers holding an annual contract, continuing contract, professional services contract or a short-term contract. This provision is not intended to restrict the Board's utilization of substitute teachers.
4.18 When the Board is aware of an investigation of a teacher by the Educational Practices Commission and/or Department of Family and Children Services, the Board shall notify the teacher immediately as allowable by law.

4.19 Nothing contained herein shall be construed to deny or restrict to any teacher rights under Florida School Laws or other applicable laws and regulations.

4.20 The Association president or designee shall be released to attend any Board meeting held during the school day, provided the president or designee notifies his/her principal at least one (1) day in advance of the meeting. The president shall be allowed to attend emergency called meetings.

4.21 Any involvement of the School Board in the private or personal life of the teacher shall remain within the scope of the Florida Statutes. Teachers shall report to the District reports of child abuse, abandonment or neglect only as it relates to their employment.  
(11/05/03)

4.22 The Association shall be provided two (2) hours of released time during pre-planning in order to sponsor an activity for Association representatives and teachers new to Osceola County. The Board agrees not to schedule any meetings involving teachers during this time period. The date of said activity may be determined by the Association and submitted in writing to the Superintendent for his approval.  
(08/21/01)

4.23 All teachers shall be guaranteed due process and no disciplinary action shall be taken without just cause.

4.24 Teachers may resign their position at any time during the year. The resignation of a teacher will be effective ten (10) working days from the next advertised posting after notice is filed with the Superintendent. The resignation form is attached to this contract as Appendix D.

4.25 The Superintendent shall place on the Board agenda of each regular or special Board meeting any matter brought to its consideration by the Association provided those matters are made known in writing to and discussed with the Superintendent ten (10) working days prior to a regular meeting and seventy-two (72) hours prior to a special meeting. The above does not preclude the Association from presenting information items of an urgent nature to the Board as long as the Superintendent is notified by written request prior to the opening of the meeting.

4.26 The Board shall notify the Association prior to the adoption by the School Board of new programs or changes in Board policy in order that the Association will have the opportunity for input on said matters.
4.27 All teachers shall have the right to Association representation, when requested by the teacher, at all meetings with the teacher concerning his/her job. A teacher may request three (3) working days to contact and obtain representation for the meeting.

4.28 The Board and the Association agree that any improvements in conditions of employment that are over and above those contained in the existing contract shall be negotiated prior to implementation.

4.29 Teachers shall comprise the majority and serve on the insurance, testing, discipline, textbooks, curriculum, building and other committees mutually agreed upon. Teacher members shall be appointed by the Association. Teachers serving on these committees will receive no less than five (5) days’ notice prior to a meeting, whenever practicable. Teachers serving on these committees will receive no additional compensation when such committees meet outside the regular workday. Efforts shall be made to schedule meetings within the regular teacher workday.

4.30 A teacher will be informed in writing of any major change in his/her primary teaching assignment for the next year no later than five (5) days before the end of the student school year. Changes shall not be made in an arbitrary or capricious manner. Subsequent changes identified and necessary due to changes in student needs or staff will also be done in writing promptly to the teacher by the Principal. A teacher may request and will be notified of the changes that require any alteration in assignment.

4.31 When it is necessary for the Association President or his/her designee to engage in Association activities directly relating to the Association's duties as representative of the certificated professional personnel which cannot be performed other than during normal school hours, or are the result of an emergency situation, the Association's representatives shall be allowed up to a maximum of five (5) days charged to temporary duty elsewhere (TDE) with pay. Request must be submitted seven (7) working days in advance. The advance notice may be waived by the Superintendent in emergency situations. The Association shall reimburse the Board for all salary and benefits paid pursuant to such temporary duty (TDE).

4.32 The Association faculty representative may request of the principal, or his/her designee, to be placed on the agenda at faculty meetings to present brief reports and announcements.

4.33 The Association Building Representative and Board of Directors may leave school at the end of the student day to attend scheduled Building Representative meetings provided the teacher signs out to fulfill this obligation.
4.34 No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates as long as the wearing of such apparel does not prove disruptive or detrimental to the education process.

4.35 The Board and the Association agree they will not discriminate in the application of the provisions of this Agreement by reason of race, creed, color, sex, national origin, or age.

4.36 The Board recognizes the right of teachers to outside employment to improve themselves financially, provided that it does not interfere with their teaching responsibilities.

4.37 Any teacher suspended, pending the outcome of a dismissal or discipline hearing, shall, upon the order to reinstate, be made whole.

4.38 The Board shall execute individual contracts with annual contract teachers within twenty (20) working days of their employment with this district, provided the Master Agreement has been ratified. Each individual teacher contract when tendered to the teacher, shall be signed by the Chairperson of the Board and the Superintendent.

4.39 New teachers shall sign the loyalty oath that is prescribed by law.

4.40 The principal of each school shall discuss with any teacher or group of teachers any item of this Contract for the purpose of clarification. Appointment shall be made by mutual agreement.

4.41 Teachers appointed by the Association shall serve on a building committee to recommend remodeling and future building construction. The principal shall determine the number to serve on the committee.

4.42 No teacher shall be required to accept extracurricular assignments as listed in Appendix C.

4.43 A teacher on annual contract shall be notified in writing by the Principal of his or her respective school on or before two weeks after the conclusion of the regular legislative session if he or she will not be recommended for a contract for the ensuing year. (01/05/11)

4.44 PERSONNEL FILES

The term personnel file refers to all records, information, data, or materials which are maintained by the School Board anywhere, (including the work site file) which are uniquely applicable to that employee, whether maintained in one or more location. All files maintained on teachers shall be confidential except as provided in School Board rules or Florida Statutes. (11/18/09)
4.45 The Superintendent, Principal or his designee will be present when the teacher inspects his/her file. Such files shall be open to inspection only in accordance with Florida Statutes. A log shall be kept by the custodian of records of persons viewing files of teachers. Said log shall be reasonably accessible to teachers. (11/18/09)

4.46 Teachers have the right, upon request, to one copy annually of materials in their personnel folders at no cost. In other cases the copies will be provided at cost. In the case of an investigation or a grievance, an additional copy of a file may be requested and shall be provided at no cost. (11/18/09)
ARTICLE V

TEACHING CONDITIONS

5.01 Adequate and up-to-date teaching materials, and the maintenance of audio-visual equipment, are a responsibility of the Board and will be provided within budget constraints. Teachers shall be consulted regarding the selection of teaching materials. Teachers shall not be required or expected to provide personal property for school or student use.

5.02 Equipment will be available on a reasonable basis to all teachers in all schools for the purpose of production of materials for use in the classroom or teacher assignment directly related to the business of the district. The teachers and the school shall mutually determine how the equipment, or services of such equipment, shall be used. A copy of the procedure shall be posted.  (04/22/09)

5.03 The Board shall provide smocks and/or safety glasses or face shields in areas where teachers are subject to excessive amounts of grease, dirt, chemicals, art materials and similar agents. All requests shall be submitted through the principal.

5.04 Teachers will be provided with a desk and a workable file cabinet as budget allows. When practicable, teachers will be provided a quiet planning area in which to work. When lockable storage space is considered necessary, an appropriate solution should be developed through the appropriate school level committee available and the principal.

5.05 When space and facilities are available, teachers shall have a lunchroom area, a lounge, and separate restroom facilities for their use. In schools where the facilities have been provided in the past, they shall continue to be provided. Students shall not use these areas under normal circumstances. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of the lounge, it shall be the responsibility of the school's custodial staff to clean on a regular basis as scheduled by the principal.

5.06 When school is not in session, teachers may be given reasonable access to the building by arranging such access with the school principal in advance.

5.07 The Board will keep all rooms, which are used for instructional purposes or preparation, clean and free from health and safety hazards. Each principal will take necessary steps to maintain the heating and cooling systems. Priority will be given to rectify schools with documented poor indoor air quality including mold. Teachers will report any health or safety hazards to the principal. When notified, teachers will immediately correct health or safety hazards they have caused.  (08/21/01)
Planning

5.08-1 Planning time is essential and will be granted to those teachers engaged in classroom instruction. Planning time shall be free of supervisory duty and appropriate to the instructional assignment. The length of planning time shall be equal to one (1) regular period of instruction in middle and high school or equal to forty-five (45) consecutive minutes per day in elementary school. Unique schedules constructed with teacher involvement and approval may vary from the norm. (08/17/05)

5.08-2 Planning can include professional responsibilities such as lesson planning, grading, parent phone calls/conferences, IEP meetings, LEP meetings, AIP meetings, grant writing, and attendance at non-mandatory inservices. Student meetings mandated by statute will be scheduled based on the instructor's calendar(s). Such meetings may need to be scheduled to accommodate parental/guardian needs. (08/17/05)

5.08-3 Elementary teachers shall not be required to remain in the classroom when a special area teacher (art, music, P.E. etc.) is conducting their class. This time should be utilized as a planning period.

5.08-4 Teachers shall not be restricted to a particular work location for their preparation period, or isolated from other teachers on planning time.

5.09 The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that all energies should be utilized to this end. Both parties agree that arranging work schedules is a function of the administration. The administration agrees to review the work schedules of all teachers to eliminate any significant interference with the teacher's work schedule. Both parties also agree that supervision of students is part of the teacher's instructional responsibilities during the regular work day. Teachers will not be required to ride buses or perform custodial functions. (08/21/01)

5.10 While teachers may be required to collect money from students in connection with school programs, teachers will not be held responsible for such money unless loss thereof is due to the teacher's negligence. Such collections made during the school day shall be accepted in the school office at least until the end of the teacher's work day. Collections should be turned in to the school office as soon as possible. In all cases when money is handled by teachers, they shall comply with School Board Internal Account Rules. Teachers will be provided a copy of the School Board Internal Account Rules and training will be made available prior to collecting any money.

5.11 The Board agrees to reimburse teachers for all required courses mandated by the Superintendent and the Board, including courses required by the state where a
teacher has been assigned out of field, unless such assignment was made at the request of the teacher. However, this provision for reimbursement shall not apply in the case of courses taken as required for certificate renewal, nor for certification in other subject areas upon the volition of the teacher. It shall be the teacher's responsibility to maintain current certification. The district will offer ESOL classes during the Wednesday early release days and/or in-service days, and other times as agreed to at individual worksites. (09/05/00)

5.12 Summer School

In order to be eligible for summer school positions, a teacher shall have been employed by the Board in the preceding regular ten (10) month term and have been re-employed for the following school year. Teachers employed for the summer school session shall not earn sick leave but may utilize accumulated sick leave.

In making assignments to summer school, instructional positions will be determined by the principal. Teachers who desire a summer school position shall apply by completing a District Form and submitting it to their principal by a date determined by the Human Resources Department. The principal will hire the best qualified teachers from the applications submitted.

The principal will make available to the faculty by the second week of May a list of their selections pending enrollment. A teacher may request to meet with the principal regarding the reasons that s/he was not best qualified.

If an applicant feels that a less qualified teacher was selected, the applicant shall notify in writing the Superintendent or designee by the Friday of the third week of May. The Superintendent or designee will compare both teachers’ qualifications, including experience, training, assessments, and other material submitted by the teacher, with those of the employed teacher, and the written reasons provided by the principal. A written response of the hiring decision of the best qualified applicant as determined by the Superintendent or designee, including reasons, will be forwarded by same to the applicants involved by the fourth week in May.

5.12-1 The principal shall submit a list of all unfilled positions and a list of teachers without positions to the District by a date determined by the Human Resources Services Department.

5.12-2 The Human Resource Services Department shall provide a list to the principals for posting at each school of all teachers without summer school positions. The list shall include teachers’ areas of certification with the most recent experience in each area and the length of continuous service in the District in an instructional position by the last day of post planning as submitted by each teacher on the form sent to the Human Resources Services Department. Principals shall select
teachers without summer school instructional positions that meet the position qualifications of the vacancy from the list provided by Human Resources Services Department.

5.12-3 If a teacher has an unsatisfactory on an assessment for the past two school years, including summer school, the teacher will not be considered for summer school employment. (11/07/07)

5.13 There shall not be more than one (1) daily intercom school-wide announcement at a designated time, except in an emergency.

5.14 Where grade level chairpersons, team leaders, and/or department chairpersons are deemed necessary by the principal in elementary and middle schools, these persons will be selected by the teachers of that grade, team, or department. In the event of a tie, the tie shall be broken by the principal. High School Department Chairpersons will be selected by the principal after receiving recommendations from the department.

5.15 The Board agrees that charity drives and sales persons must receive approval of the principal of the individual school before a presentation can be made. Attendance at such meeting shall be voluntary.

5.16 Each principal shall have the authority to release teachers of his staff for less than one-half (1/2) day for temporary absence. In cases where other staff members are able to conduct missed classes of the excused teacher and/or a substitute is not required, it shall not be necessary to charge the excused teacher with personal or sick leave. The teachers must sign out and records of these temporary absences must be maintained. It is the responsibility of the teacher to secure an individual to cover the class without expense to the district as approved by the principal except when unforeseen events make such arrangements by the teacher impractical.

5.17 Profits from vending machines in teacher workrooms or lounges shall be expended as determined by the teachers in the school. It is understood that anything purchased from such profits and placed in the school automatically becomes school property.

5.18 Teachers shall follow the procedures set forth for the automated substitute calling system. Whenever practicable the teacher will ensure that lesson plans for student activities are available for the substitute for that particular day or number of days. Items such as class rolls, seating charts, and registers of attendance should be available where applicable. When extended absences are anticipated, class record books should be made available to the substitute teacher. When these conditions have been met, a substitute teacher will be provided for the teacher. The Board will not utilize regularly employed teachers to cover classes for absent teachers in order to avoid hiring substitutes. A teacher majority committee should establish
an emergency class coverage plan at each site. Before a personal leave of absence, teachers shall make every reasonable effort to notify the substitute coordinator prior to seven o'clock p.m. the night before the absence except when unforeseen events make such arrangements by the teacher impractical.

(08/17/05)

5.19 The Board will follow the provisions of granting a professional services contract to teachers as covered in Florida Statutes. Teachers who have previously held a continuing contract or professional services contract in Florida within the last five years shall be eligible for a professional services contract provided they have completed one (1) year of service in Osceola County and have been recommended by their principal and approved by the Board.

5.20 The principal will provide adequate facilities to suitably house itinerant teachers so as to effectively discharge their responsibilities to their students.

5.21 Teachers shall report to the principal any student they believe to have a contagious disease or head lice. All students who have been sent home because of head lice must be cleared by the school health nurse, or designee, before returning to school. Students found to have a contagious disease must have proof of medical clearance before returning to school.

5.22 Teachers should be generally neat in appearance, grooming, and dress. Teacher dress should not interfere with the learning environment or present safety concerns. (08/16/06)

5.23 Every reasonable effort will be made to place teachers in their certified teaching field. In some cases the Board may assign a teacher outside the scope of his/her certification areas. When this is done, the teaching evaluation will note that the teacher is assigned out of field if the evaluation is done on that assignment. When teachers are given split assignments, evaluations shall be done only in their certified areas.

5.24 Temporary Duty Assignment of Employees

When mutually agreed upon, teachers may be assigned to be temporarily absent from their regular duties and places of employment for the purpose of performing other educational services, including participation in school surveys, professional meetings, study courses, workshops, etc. Such assignment to temporary duty shall ordinarily be initiated by the District administration, but teachers may request assignment to temporary duty, subject to approval by the Superintendent. Teachers shall receive their regular pay and may be allowed expenses. Such temporary duty shall be considered equal to the regular duties of the teacher, and teachers performing such assigned temporary duties shall not be considered to be on leave.
5.25 Teachers shall remain responsible for their assigned students during all activities on and off campus, unless relieved of such responsibility with the permission of the administrator.

5.26 The Teacher Athletic Trainer shall be provided with a reduced teaching schedule. The primary duties shall be to assist in the care of injured athletes with an emphasis on sports of high-risk. The Teacher Athletic Trainer shall not be assigned any coaching responsibilities, nor required to evaluate or care for injuries of the general student enrollment. The Teacher Athletic Trainer will not be held responsible for working with injured athletes where appropriate documentation has not been provided by the coach and/or physician. (9/18/02)

5.27 The Teacher Athletic Trainer shall only be required to provide first aid and similar care to athletes injured during the course of participation in their activity. (04/22/09)
ARTICLE VI

TEACHING DAYS AND HOURS

6.01 Working days for ten (10) month teachers shall consist of no more than one hundred ninety-six (196) work days of which one hundred eighty (180) days shall include student contact. Six (6) of these work days shall be paid holidays.

6.02 A seven (7) member committee will be responsible for preparing a recommended twelve (12) month school calendar. The four (4) teacher members of the committee will be appointed by the president of the Association. The members will recommend the twelve (12) month calendar to the Superintendent for his consideration.

6.03 Teachers will be free to leave on the day preceding paid holidays and legal holidays appearing in the school calendar at the close of the pupil day, except those teachers who have assignments beyond the dismissal of pupils. Any teacher required to stay beyond the dismissal of pupils will be allowed to leave at the close of the pupil day on a succeeding day. No teacher will be required to stay beyond the regular working day. For a listing of holidays, refer to the Osceola County Schools official calendar. (08/21/01)

6.04 Nothing herein contained shall be construed to prohibit the Board from offering an eleven (11) or twelve (12) month contract to an individual teacher, such additional time to be calculated on the basis of the teacher's base salary divided by ten (10), multiplied by eleven (11) or twelve (12) as the case may be, provided that no teacher shall be required to accept an extended contract. Teachers on eleven (11) or twelve (12) month contracts shall receive all paid holidays granted to other employees in the district, in addition to the six (6) paid holidays granted to ten (10) month teachers.

6.04-1 Teachers may be employed beyond the ten (10) month school year in positions of an instructional nature (such as curriculum writing, guidance counselors, staffing specialists) on a daily basis and shall be compensated at the teacher's daily rate of pay or on hourly basis at the professional hourly rate. Curriculum writing positions shall be posted at least ten (10) days prior to selection.

These teachers may be allowed to make up time lost due to illness or other emergency, to fulfill the agreed upon terms of employment. Make-up work shall occur at a time mutually agreed upon between the teacher and the worksite or project supervisor.

6.05 The regular working day for teachers shall be seven and one-half (7 1/2) hours which shall include a minimum of thirty (30) minutes for lunch. Lunch on days when students are not present shall be a minimum of one (1) hour. The principal
will grant duty-free lunch whenever practicable to as many teachers as feasible, provided that adequate supervision of students is maintained.

6.06 The Board and the Association agree that professional responsibilities extend beyond the seven and one-half (7 1/2) hour duty day. Such duties shall be performed on a voluntary basis. If a situation arises which could not be anticipated in advance and an extended duty assignment must be made where no volunteers are available, priority consideration will be given to the teacher's personal commitment which cannot be re-scheduled. When assignments beyond the regular duty day must be made, assignments shall be rotated on an equitable basis.

6.07 Attendance of teachers at parent-teacher organization meetings though voluntary, shall be encouraged. Those teachers who return for said meeting, open house, or school-sponsored activities (other than supplemented assignments) shall be allowed to leave when the students leave on a day following said meeting or activity or during non-student contact days in accordance with M.T.C. Article 5.16 as approved by the principal. Other incentives for attendance are encouraged to be developed by the teachers with the principal’s approval.

6.08 Faculty meetings shall be held within the teacher's regular working day.

6.09 Should legislative or State Department of Education action reduce or increase the minimum number of teacher work days, the calendar shall be adjusted to reflect such change.

6.10 While teachers may be required to sign in upon arrival at their worksite, they shall not be required to sign out on departure from their worksite except when permission from the principal is required to leave early.

6.11 Teachers shall not be required to attend any workshops, in-service, or other meetings on days that are designated "teacher planning/pupil holiday". Teachers shall attend workshops and in-service activities on "in-service day(s)" in the District calendar. Such activities shall be chosen by the teacher and be appropriate to his/her teaching assignment. If no appropriate workshops are available, the teacher shall make arrangements with his/her principal. Teachers who sign up for in-service activities shall attend such activities except when unforeseen events make such attendance impractical.  

(08/17/05)
ARTICLE VII

VACANCIES, TRANSFERS, AND REDUCTION IN FORCE

7.01 Vacancies

7.01-1 Vacancies, including those for any professional positions not a part of the teacher bargaining unit, shall be posted at least five (5) days (administrative positions ten (10) days) before the final date for application. The Board will continue to give consideration to currently employed personnel and will give preference to qualified applicants from within the school district when in the judgment of the Superintendent all qualifications are equal. Individuals shall submit their applications in writing to the Superintendent or his designee prior to the established deadline in order to be considered for the position.

7.01-2 Teachers who apply for an advertised position will be notified in writing whether they have been selected for the position.

7.01-3 The Superintendent shall post in each school a list of known instructional vacancies as vacancies occur for the coming year within fourteen (14) days of Board approval of the Personnel Allocation Package.

The Association’s office shall receive a copy of all vacancies posted within the system. This vacancy list shall be updated each week as vacancies occur through the end of the post-school planning period. Thereafter, a list of vacancies shall be available at the County and Association offices. Any position being held for a teacher returning from leave will be posted as a vacancy. However, priority for filling the vacancy will be given to the returning teacher.

7.02 Transfers

7.02-1 If a teacher desires a transfer to be effective the next school year, he or she must submit a transfer form (Appendix E) to the Superintendent and provide a copy to his/her principal. Teachers who desire a transfer for the next school year should submit the transfer form by March 1.

7.02-2 A teacher on the transfer list will not be required to transfer and is not required to discuss the transfer request with nor receive the approval of his or her principal.

7.02-3 Teachers may apply and will be considered for transfers at any time. Teachers on the transfer list shall be considered first for any vacant instructional position for which they specifically apply; however, the receiving principal will make the final recommendation.
7.03 Allocation Reduction - Worksite

7.03-1 If there is an allocation reduction at a worksite for any reason and transfers become necessary, then transfers shall be on a voluntary basis whenever practicable. The principal shall meet with the affected departments/programs to review reductions to be made and seek volunteers to transfer. The names of the volunteers shall be given to the personnel department for distribution to principals with vacancies.

7.03-2 If no, or not enough employees volunteer for transfer, those with the least certificated service in the school district will be placed at other worksites providing the teachers transferred and the teachers remaining in the school possess the necessary certification and qualifications and have clearly demonstrated the ability to meet both the requirements of the position in question and the program needs of the school.

Least certificated service shall be determined initially by years of service to the district, and if a tie occurs then shall be determined in the following manner: (1) by consecutive years of district service then (2) by specific hire date. (11/07/07)

7.03-3 If a teacher has certification in two or more areas, all areas will be considered when placing the teacher.

7.03-4 Allocation reduction teachers shall be assisted in finding a position within the district. Allocation reduction teachers shall be placed in a position for which they are certified before a new teacher may be hired. Teachers may be offered out-of-field positions for which they are qualified.

7.04 Conversion to Charter Schools

The District shall forward copies of all proposals concerning Charter Schools to the Osceola County Education Association as they are received. The following item is of particular interest to teachers at school which convert to Charter Status:

Upon the approval of the Board for a school to convert, the Superintendent or a designee shall meet with the President or a designee to review and discuss the process to allow teachers to transfer from the converting Charter school, including the transfer timelines that will be followed. Each teacher shall have the opportunity to request to transfer from any converted school. Conversion-school teachers shall be assisted in finding a position within the District. Assistance shall include information about openings and opportunities to interview. Conversion-school teachers shall be placed in a position for which they are certified before a new teacher may be hired or other current teachers allowed to transfer voluntarily. Teachers may be offered out-of-field positions for which they are qualified.
7.05 Reduction in Force - District

7.05-1 If there will be a recommendation of a reduction in force (RIF), the Superintendent shall first meet with the Association to review the need for the reduction. Such review shall occur prior to official Board action and include the projected number of allocations to be reduced, financial and student data which require the reduction, and timelines for implementation of any reduction. If there is a reduction in teacher allocation for any reason and transfers become necessary, then transfers shall be on a voluntary basis whenever practicable. In making involuntary transfers or reductions in force, teachers with the least certificated service in the school district shall be transferred or laid off first, providing the teachers transferred and the teachers remaining in the district possess the necessary certification and qualifications and have clearly demonstrated the ability to meet both the requirements of the position in question and the program needs of the school.

Least certificated service shall be determined initially by years of service to the district, and if a tie occurs then shall be determined in the following manner: (1) by consecutive years of district service then (2) by specific hire date. (11/07/07)

7.05-2 Any teacher who is to be laid off will be so notified in writing at least thirty (30) days before the effective date of the layoff unless a District financial crisis exists. Such notice will include the proposed time schedule, the reasons for the proposed action, and his/her recall rights as set forth in this Article.

7.05-3 A teacher who is laid off shall retain recall rights for eighteen months from the last day of regular employment.

Laid off employees shall have the right to purchase employee benefits as provided through COBRA.

7.05-4 A teacher who is being recalled shall have twelve (12) calendar days from the postmarked date of the recall certified letter in which to reply to the Superintendent whether he/she will accept recall. Failure to respond or to accept the offer of recall within the foregoing time limit results in automatic forfeiture of recall rights. It shall be the obligation of the teacher to keep the county office informed of his/her correct mailing address.

7.05-5 Teachers on layoff shall be recalled prior to the hiring of new teachers in their area of certification and in the reverse order of layoff, providing they possess the necessary certification and qualifications and have clearly demonstrated the ability to meet both the requirement of the position in question and the program needs of the school. Teachers may be offered out-of-field positions for which they are qualified.
Such teachers shall remain on the recall list until they accept a position, refuse a position within their area of certification, resign, retire, or the rights to recall have expired.

7.05-6 Teachers may submit additional areas of certification to be used for recall after layoff.

7.05-7 A continuing contract teacher who is within two (2) years of normal retirement shall not be laid off because of reduction in force; normal retirement is as defined in Florida Statutes 121.021.

7.05-8 An administrator returning to the unit shall be placed in the first available position for which he/she is certified. In the event the Board is unable to assign said administrator to a position for which he/she is certified, the teacher and Superintendent shall agree on a suitable position in the unit.

7.06 Nothing in this Article shall be construed to interfere with compliance with Title IX, Educational Amendment or racial balance requirements.
ARTICLE VIII

GRIEVANCE PROCEDURE

8.01 Both parties encourage teachers and administrators to arrive at a satisfactory resolution in accordance with 4.01 of this agreement of any grievance on an informal basis directly with each other. When resolution cannot be reached, the parties may resort to the more formal procedures stated herein in an effort to resolve the grievance and preserve good morale.

8.02 Definitions

8.02-1 Grievance—Any claim by a teacher or a group of teachers that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.

8.02-2 Grievant -- Any teacher or group of teachers, as defined in the teacher unit description set forth in the PERC certification, filing a grievance, and the Association with the right to file grievances limited to class actions and Association rights of representation as provided in this Contract.

8.02-3 Superintendent -- The Superintendent of the Osceola County School System.

8.02-4 Administrative Channel --

(1) Principal or other supervisor

(2) Director of Human Resources and Employee Relations

(3) Superintendent or Designee

8.02-5 Days -- Actual working days

8.02-6 Representative -- The Association, any person, or legal counsel designated by the grievant.

8.02-7 Written Grievance – a statement which apprises the Board representative of the nature of the grievance which contains at least: (1) a reasonable description of the grievance and the facts upon which it is based; (2) the specific Articles and clauses claimed to have been violated; (3) the date or dates upon which the alleged violation took place; (4) the remedy or correction requested; and (5) the signature of the grieving party or their representative.
8.03 The Rights of Teachers

8.03-1 Teachers shall have the right to call upon any representative(s) to aid and assist in any level(s) of the grievance procedure. The grievant, his representative, and the Association shall have the right to be present at any and all levels.

8.03-2 Teachers shall have the right to have all documents, communications and records dealing with the processing of the grievance kept separately from the personnel file of the grievant.

8.03-3 No reprisals of any kind shall be taken against any participant in the grievance procedure by reason of such participation.

8.03-4 The number of days of each level shall be considered a maximum except when extended in writing by mutual consent.

8.03-5 If the grievant does not file a grievance within fifteen (15) days after the act or condition on which the grievance is based, is known or should have known, the right to grieve such act or condition shall be considered waived.

8.03-6 Failure of the grievant to appeal a decision to the next level of the grievance procedure within five (5) days of receipt of the decision shall be deemed to be acceptance of the decision rendered at that level.

8.03-7 Failure at any step in this grievance procedure to communicate the decision on a grievance within the specified time period shall permit the grievant to appeal to the next level in this procedure.

8.03-8 All meetings or conferences at Level I of the grievance procedure may be held during the regular teacher workday at a time mutually agreed upon by the parties. All meetings at and after Level II of the grievance procedure shall be held after the regular teacher workday, unless by mutual agreement of the parties, the meetings can be scheduled during the teacher workday.

8.03-9 Nothing in this grievance procedure shall be interpreted as to limit or waive any rights or privileges granted to teachers or the Association by Florida Statutes.

8.03-10 Association representatives will be entitled to inspect non-confidential data relevant to a grievance, and may request and receive copies thereof without charge up to a maximum of a total of ten (10) copies per grievance. Additional copies will be provided at cost.

8.04 Procedure for Resolving Grievances:

8.04-1 Level I - The grievant will discuss the grievance with the principal or other supervisor except that Association or class action grievances may be filed directly
with the Superintendent. In the discussion, the employee shall advise the administrator of the particular section(s) of the Contract the employee believes was (were) violated, and how they allegedly were violated. The administrator shall verbally respond to the grievant within five workdays of the meeting, and include an explanation as to why the administrator believes the contract was not violated.  

(08/17/05)

8.04-2  Level II - If the grievant is not satisfied with the verbal disposition of the grievance at Level I, or if no decision has been rendered within five (5) days, then the grievant may file a written “Statement of Grievance” on a form provided by the Superintendent and available at each school, with the Director of Human Resources and Employee Relations. See Appendix F for grievance form.  

(08/17/05)

8.04-3  Level III - If the grievant is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered in writing within five (5) days, then the grievant may file a written “Statement of Grievance” with the Superintendent. The Superintendent may at his/her discretion have his/her designee review and render a decision.

8.04-4  If the grievance is not settled at Level III or no decision is received in writing within ten (10) days, it may be submitted for arbitration by the Association within twenty (20) days.

When an arbitration hearing is held, participating teachers shall be given released time to attend the hearing.

8.04-5  The Federal Mediation and Conciliation Service (FMCS) will be requested to submit a panel of five (5) arbitrators from which the parties shall mutually select the arbitrator. If the arbitrator is unable to serve or the parties mutually agree that no person on the panel is suitable, the Federal Mediation and Conciliation Service (FMCS) shall appoint the arbitrator.

8.04-6  Both parties agree to abide by the Voluntary Rules of the Federal Mediation and Conciliation Service (FMCS).

8.04-7  The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Contract.

8.04-8  The parties shall share equally the arbitrator's fees and expenses.

8.04-9  The decision of the arbitrator shall be final and binding as set forth in Florida Statutes Chapter 447.
ARTICLE IX

TEACHER'S AUTHORITY AND PROTECTION

9.01 In any case where a teacher is charged with a civil or criminal action arising out of, and in the course of, assigned duties and responsibilities, that teacher may request that the Board provide legal services. In any case where the teacher pleads guilty or nolo contendere or is found guilty of any such action, the teacher shall reimburse the Board for any legal services which the Board may have supplied pursuant to this section. If the Board declines to provide legal services in response to the teacher’s request, and the teacher is subsequently found not guilty or not civilly liable, the teacher may renew his/her request and a recommendation shall be made to the Board for payment of the reasonable cost of legal services, and the Board shall reconsider such request previously declined. The selection of the attorney shall be mutually agreed upon by the teacher and the Board.

9.02 No disciplinary action against a teacher shall be taken on the basis of a complaint by a parent of a student, a student or any other person or persons unless the matter is first reported to the teacher in writing. If a written report of any complaint against a teacher is included by the principal in a teacher’s personnel file and the teacher chooses to respond in writing to said report, the teacher’s response shall be attached to the report. Parental or student complaints shall remain in the teacher's personnel file no more than one (1) year except in cases when the teacher is being documented for unsatisfactory performance in accordance with Florida Statutes. It is understood by the parties that such complaints will be maintained in accordance with the public records law.

9.03 Student Discipline

The teacher shall make every effort to deter misbehavior prior to sending a student to the office; however, a teacher may temporarily exclude a student from class by sending the student to the principal's office when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the behavior makes the continued presence of the student in the classroom intolerable. The teacher shall notify the principal, or his designated representative, as promptly as teacher obligations will allow the full particulars of the problem or incident in writing. The teacher shall be informed in writing of the principal's disposition no later than the time the student is returned to the classroom.

9.03-1 A teacher may impose classroom discipline where necessary and may use reasonable force to protect himself or another staff member from attack or to prevent injury to a student where intervention is the prudent course of action.
9.03-2 If physical force is utilized by a teacher for any reason, the principal should be notified within twenty-four (24) hours. If a written report is required, the teacher will be afforded the opportunity to confer with a personal representative.

9.03-3 A teacher may refer a student to the administration on a standard referral form. Students will be disciplined according to the District Student Code of Conduct. For minor infractions, all disciplinary referrals by a teacher will have a copy returned to said teacher noting the action when the administrative disposition is complete.

9.03-4 State required discipline statistics will be made available for review annually by the faculty steering and discipline committees.

9.03-5 The referring teacher may request to attend any student appeal of a disciplinary action.

9.03-6 The Association shall appoint a teacher from each level annually in accordance with Florida Statutes to assist in the review of the District Student Code of Conduct.

9.03-7 In accordance with Florida Statute, a teacher is authorized to administer corporal punishment but only when prior written approval has been given by the principal. (11/18/09)

9.04 When a student is identified as not making an adequate rate of progress compared to peers, academically or behaviorally, intervention should first be addressed within the core curriculum. If the rate of progress does not adequately increase, it shall be the responsibility of the teacher to request a meeting of the Intervention Assistance Team for assistance. All teachers who work with the student shall be provided opportunity for input, be kept apprised of actions to be taken and receive a copy of any written plan of action. (11/07/07)

9.05 In accordance with Florida Statutes, the principal shall notify the student’s immediate classroom teacher(s) of lawful arrests of said student for a felony or crime of violence and provide opportunity for input in the development of security measures.

9.06 Any evaluation or survey regarding the administrative team by teachers shall not be used in any manner adverse to teachers.

9.07 a. A teacher shall be notified of any incident that is being investigated and may be provided any necessary interim directives. The teacher shall have the right to have a witness present, but such meeting shall not be delayed for more than one (1) workday. If the representative of choice is not available, no questioning of the teacher shall occur unless the incident involves the health or safety of students or other employees. The notification and/or directives may be oral or written.
b. A teacher shall be entitled to have a representative of the Association present at a meeting following receipt of notification where disciplinary action is discussed and/or a written notice may be placed in the teacher's personnel file indicating that he/she is being formally reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. However, if the representative requested by the teacher is unavailable to meet as scheduled, it will be the responsibility of the teacher to have the representative of choice contact the administrator within three working days from the originally scheduled date of the meeting. If a written report is included by the principal in a teacher's personnel file and the teacher chooses to respond in writing to said report, the teacher's response shall be attached to the report. Such notices shall remain in the teacher's personnel file for up to one (1) year except in cases when the teacher is being documented for unsatisfactory performance in accordance with Florida Statutes. The teacher may request that the item(s) be reviewed for possible removal from the file at any time. It is understood by the parties that such notices will be maintained in accordance with the public records law.

c. Verbal reprimands will be given in a private setting. (11/07/07)

9.08 The Board shall reimburse teachers for damage to clothing, dentures, eyeglasses, prosthetic devices or artificial limbs where such damage occurs as a result of:

1. breaking up a fight
2. protecting students or other employee(s) from physical harm or injury
3. assault and/or battery occurring on him/her suffered in the course of the legal performance of his/her assigned duties.

Such reimbursement shall not exceed the replacement cost nor be paid when the above loss is reimbursable from other sources.

9.08.1 Teachers will be reimbursed for any out of pocket expenses, up to a maximum of $500.00 employee deductible, due to vandalism to their personal vehicle occurring on school district property, provided such loss is not covered by personal insurance or reimbursed from other sources. Cases of vandalism shall be reported to an administrator as soon as the damage is discovered. If an administrator requests a police report the teacher shall comply. Every effort will be made to reimburse teachers within sixty days of submitting the required paperwork. (08/21/01)

9.09 School Board members, in response to complaints about individual teachers in open School Board meetings, shall initially refer these matters to the Superintendent.

9.10 In any case of intimidation, assault, battery, abuse, or threat with bodily harm by an individual or group upon a teacher in the course of his/her assigned duties, the Board shall provide legal counsel to advise the teacher of his/her rights and
obligations with respect to such intimidation, assault, battery, abuse or bodily harm, and shall promptly render assistance necessary to the teacher in connection with handling of the incident by law enforcement and judicial authorities. Teachers shall immediately report any such incidents to their principal.

9.11 No teacher shall be required to transport students in his/her personal automobile.

A teacher shall obtain prior written authorization from the building principal in order to use his/her personal automobile for transporting students.

9.12 Bomb Threats

Bomb threats shall be handled in accordance with the district’s and school’s emergency management plan. No teacher shall be asked or required to search for a bomb or be disciplined for refusing to search for a bomb. (11/07/07)

9.13 First Aid

The Board will provide, in each school site, properly trained personnel and the equipment necessary to ensure proper first aid treatment for teachers and students. The Board will facilitate a CPR course and invite at least one (1) employee from each worksite.

9.14 The Board shall actively assist in the criminal prosecution of any person who abuses any member of the teaching staff on school property during the teaching day or in the presence of the pupils at a school activity, or any person not otherwise subject to the rules and regulations of the Board who creates a disturbance in the classroom of a teacher.

9.15 ESE teacher aides shall not be utilized for anything other than serving students in his/her specific assignment unless mutually agreed upon by the supervising teacher and administration.

9.16 The administrator will assist teachers in reporting suspected cases of abuse, abandonment or neglect, as it relates to employment, to DCF and law enforcement in compliance with District policy.
ARTICLE X

LEAVES

10.01 LEAVES OF ABSENCE

A leave of absence is permission granted by the Board for an employee to be absent from duty for a specified period of time with the right to return to employment on the expiration of leave. Any absence of a member of the bargaining unit from duty shall be covered by leave duly authorized and granted. Leave shall be officially granted in advance and shall be used for the purposes set forth in the leave application. Any request that leave be granted retroactively shall be denied except in the case of leave for sickness or other emergencies, in which case leave shall be deemed to be granted in advance provided prompt report is made to the proper authority.

10.02 SICK LEAVES

10.02-1 Each full-time teacher shall receive four (4) days of sick leave as of the first day of employment of the current contract year, and thereafter shall be credited with one (1) additional day of sick leave at the end of each month of employment to a maximum of ten (10) days for ten (10) month teachers, eleven (11) days for eleven (11) month teachers, and twelve (12) days for twelve (12) month teachers. Teachers returning from sick leave shall be returned to the same school assignment and position held before the leave.

10.02-2 The total unused portion of the annual sick leave shall be permitted to accumulate indefinitely.

10.02-3 Sick leave days accumulated by a teacher prior to a leave of absence shall be credited to the teacher upon return.

10.02-4 Annual and accumulated sick leave days may be used either for personal illness or emergencies as defined below:

(1) Personal illness of the teacher.

(2) Death or illness of father, mother, brother, sister, husband, wife, child, other close relative, or member of his/her own household.

(3) Sick leave may be used for maternity reasons upon verification of pregnancy by a statement to the Superintendent from a licensed physician.
Teachers can transfer sick leave into this district, from another district in Florida, equal to the amount that they earn in this district. (08/21/01)

Teachers formerly employed in Osceola County shall have any accumulated sick leave reinstated upon reemployment. The reinstated leave shall be reduced only to the extent that the number of days used in another district exceeds the number earned in that district.

Employees' Voluntary Sick Leave Bank

I. MEMBERSHIP

Any full-time employee of the Board, having been employed by the School Board for at least one (1) year and having at least ten (10) days accrued sick leave by the end of September of each year (inclusive of four (4) days sick leave advanced), may enroll in the sick leave bank by voluntarily contributing one (1) sick day to the Bank. The enrollment shall be opened each year during the months of September and February only. Employees on leave returning to service may join the Bank within ten (10) days of their employment if they meet all other criteria.

(a) Enrollment must be made on the prescribed form furnished by the Personnel Department.

(b) Any sick leave day contributed pursuant to this section shall be removed from the personally accumulated sick leave balance of that employee and shall not be returned except as provided in section IX.

(c) Membership in the Sick Leave Bank shall be continuous from the initial enrollment until an individual member has withdrawn from the plan or has drawn the maximum allowed from the Bank (see VI (d)).

II. REPLENISHMENT CONTRIBUTIONS

If the Bank is depleted during a school year, members may be assessed up to a maximum of three (3) days per year.

III. ADMINISTRATION AND GOVERNANCE

(a) A Personnel Department Committee will administer the Sick Leave Bank and will determine the validity of claims against the Bank.

(b) The Personnel Department will make available an annual report of usage of the Bank to the School Board and to Participating members.
(c) Appeals shall be handled by the Superintendent who will establish a five member Appeals Committee, representative of both Association and management for the purpose of settling any dispute arising from claims against the Bank. The Committee will be comprised of two members from the OCTA appointed by the President and two members appointed by the Superintendent, and one Non-Instructional person mutually agreed upon by the Association President and the Superintendent. This Appeals Committee shall be the final authority on all disputes or interpretation involving eligibility for benefits.

IV. ELIGIBILITY

In the event of a serious personal illness, accident or injury of which the employee has no control, causing a participating employee to be absent from work for an extended period of time, the employee may receive paid leave as follows:

(a) All accumulated sick leave of the employee must first be expended, followed by a leave, not charged to sick; of five (5) work days per incident.

(b) Applications must be made to the Personnel Department including a statement from a doctor attesting to the member's extended illness, accident or injury. The statement must certify:

1. The nature of the illness, accident or injury.

2. That in the event of an operation, it is absolutely necessary and could not reasonably be delayed until a break in the employee's duty schedule.

3. The probable date the member would be able to return to work.

(c) Application must also provide permission to investigate medical records and either information needed for review or appeal.

(d) A participating member shall not be eligible to use sick leave from the Bank if the employee is on leave for injury or illness in the line of duty, worker's compensation, or on medical retirement.

V. BENEFITS

(a) All cases will be reviewed by the Sick Leave Bank Approval Committee when each twentieth (20th) day of benefits had been reached up to the maximum amount allowable. At this time, the Committee may request additional medical certification. Also, at this time, any sick leave which
may have been accrued by the participant must then be used before resumption of drawing from the Sick Leave Bank.

(b) Upon approval of application, a member will be allowed to draw up to a maximum of forty (40) paid sick leave days from the Bank, provided there remains sufficient leave days in the Bank.

(c) The employee shall not have to pay back in any manner the number of days used from the Sick Leave Bank except as outlined in the Section (VII) below.

(d) In the event a member draws from the Sick Leave Bank, that individual membership shall be suspended from the Bank membership after drawing all days authorized from the Bank. Such individuals may reinstate membership by meeting qualifications in section (I) above.

VI. PARTICIPATION ABUSE

Alleged abuse of the Sick Leave Bank shall be investigated by the Personnel Department. If an employee is found to have abused the use of the Sick Leave Bank, the employee shall repay all sick leave credit (in dollars) drawn from the Sick Leave Bank and after review by the Appeals Committee be subject to such other disciplinary action as determined by the School Board.

VII. WITHDRAWAL FROM PARTICIPATION

Any participating employee who wishes to withdraw from participation in the Sick Leave Bank may do so and withdrawal will be effective immediately upon receipt by the Personnel Department of written notification of the employee's intent to withdraw. Any previously contributed sick leave will become the property of the Sick Leave Bank.

VIII. DISCONTINUANCE OF SICK LEAVE BANK

If it becomes necessary to terminate the Sick Leave Bank, unused sick leave in the Bank will be distributed in the following manner:

(a) Each member will receive an equal share of the unused days to be credited to his personal accumulated sick leave account. (08/21/01)
(b) Any balance left will be disposed of at the sole discretion of the Board.

(c) In no instance will the days credited back to members be greater than the number remaining in the Bank.

(d) Any member joining this Sick Leave Bank acknowledges that the limits of liability for any challenge to the Appeals Committee's decision is limited to the number of days the individual contributed to the Bank.

10.03 ILLNESS-IN-LINE-OF-DUTY LEAVE

Any teacher shall be entitled to illness-in-line-of-duty leave when he/she has to be absent from duties because of a personal injury received in the discharge of duty or because of diagnosed illness from any contagious or infectious disease contracted in school through which direct contact has been substantiated. Leave shall be authorized for a total not to exceed ten (10) days per year. However, in the case of sickness or injury occurring under such circumstances as in the opinion of the School Board warrants it, additional emergency sick leave may be granted out of local funds for such term and under such conditions as the School Board shall deem proper. Use of such leave shall result in no reduction of the teacher's accumulated sick leave, and shall be with full pay. The Board shall also provide Worker's Compensation insurance for all teachers for properly reported injuries received in the discharge of their duties. (11/06/07)

10.04 LEAVE FOR PERSONAL REASONS

Teachers shall be granted six (6) days of leave for personal reasons with pay per school year. Since Summer School is an extended portion beyond the regular school year, the use of personal leave shall be limited to one (1) day of the personal days in the contract.

10.04-1 Notification of leave for personal reasons shall be made in advance.

10.04-2 The applicant's reason for taking leave for personal reasons shall be to state that he is taking it under the provisions of this Contract.

10.04-3 Leave for personal reasons shall be charged to sick leave when used under this part.

10.05 MATERNITY LEAVE

Maternity leave not to exceed one (1) year without pay and shall be granted following request by the employee. A pregnant teacher shall have the option of:

1. electing to take maternity leave
2. to continue working until certified by a physician as being unable to perform her duties, at which time accrued sick leave will be granted, and the employee electing such leave shall return to work as soon as physically able.

10.05-1 A teacher returning to active employment from maternity leave when the leave has not been charged entirely to sick leave, shall immediately be assigned to the same position held at the time the leave commenced if said position is available. If the position is not available, the teacher will be reassigned to the first available position for which the teacher is qualified.

10.05-2 A teacher returning to active employment from maternity leave which has been charged entirely to sick leave shall immediately be assigned to the same position held at the time the leave commenced.

10.06 ADOPTIVE LEAVE

A teacher adopting a child six (6) years of age or less shall be entitled to adoptive leave without pay not to exceed one (1) year. A teacher returning to active employment from an adoptive leave shall be reassigned to the first available position for which the teacher is qualified.

10.07 JURY DUTY OR COURT WITNESS

10.07-1 A teacher shall be authorized to be absent from assigned duties and shall receive his regular salary plus court fees while serving as a witness in any job related court case. The teacher shall submit a copy of the subpoena or letter from either attorney in the case to the Superintendent.

(11/06/07)

10.07-2 A teacher shall be authorized to be absent from assigned duties, and shall receive his regular salary plus court fees while serving as a juror in any court case. If notice of jury duty is received, the principal or Superintendent should be immediately notified in writing.

10.08 PROFESSIONAL DEVELOPMENT AND PROFESSIONAL LEAVE

10.08-1 PROFESSIONAL DEVELOPMENT LEAVE

A teacher shall be granted, upon application submitted ten (10) working days in advance and upon the prior approval of the Director of the Professional Development Department, one (1) or more duty days of Professional Development leave with pay for the purpose of visiting other schools or attending meetings or conferences of an educational nature and provided that the request is within the guidelines and budgetary confines of the Professional Development Plan. In an emergency situation, the ten (10) day provision may be waived by the
Director of the Professional Development Department. School visitations shall be limited to two (2) days. (04/22/09)

10.08-2 PROFESSIONAL LEAVE

Teachers may request leave with pay during pre-planning or post-planning to attend class(es). Such leave shall not be unreasonably denied. The teacher shall provide documentation of acceptance and attendance for the class(es). (08/21/01)

10.08-3 ASSOCIATION PRESIDENT LEAVE

At the request of the Association, the Board agrees to release the duly elected president of the Association from his regular duties to serve as president for the term of his presidency and to serve as fiscal agent for the payment of his salary and fringe benefits, provided the Association reimburses the Board one hundred percent (100%) of any and all sums paid to or on behalf of said Association president. At the end of the term of his/her presidency, the president shall return to the position held at the time the leave began. The Association president shall not earn sick leave or annual leave, nor be covered by the Board Workers' Compensation Insurance during said term. The president may transfer any unused sick leave days accrued as president, provided daily attendance is documented by the OCTA president during the period served as president. It shall be the Association president’s responsibility to assist in securing the requested transfer of sick leave credit from the Association. One day of sick leave may be transferred in for each day accrued upon return to Osceola School District, up to a maximum of 12 days per year. In case of extended illness or retirement, all withheld hours will be transferred immediately. The Association president shall be given credit on the salary schedule for the year(s) served as president. Reimbursement to the District shall be on a monthly basis, upon receipt of invoice from the District. (08/16/06)

10.09 PERSONAL LEAVE

10.09-1 A teacher may request personal leave without pay for a specified period up to one (1) year. The request shall be made in writing on the form prescribed by the Board. The leave must be approved by the teacher’s immediate supervisor and the Superintendent or his designee before it is presented to the Board for approval. The request shall specify the time of the leave and the reason for the request. Personal leave without pay may be requested for but not limited to:

(1) Leave to serve in the armed services.
(2) Leave for academic study.
(3) Leave for serving in the Peace Corps.
(4) Leave for child-rearing (for natural or adopted child).
(5) Leave for child-bearing.
(6) Leave to run for or serve in an elected office.
(7) Leave to serve as an officer in the Florida Education Association or its national affiliate.  
(8) Leave to participate in exchange programs in other school districts, states, territories or countries.

10.09-2 The request for personal leave without pay will be approved only if the teacher's immediate supervisor, the Superintendent, and the Board are satisfied that the instructional needs of the district can be met.

10.09-3 A teacher on personal leave without pay may maintain coverage in the following employee benefit programs provided the teacher pays the full cost on a monthly basis in advance of the month due.

(1) A teacher on personal leave without pay may remain an active participant in the employee's retirement system by contributing thereto the amount necessary to continue as a member on leave, subject to the provisions of the retirement system of which the teacher is a member.

(2) A teacher on personal leave without pay may maintain coverage in group insurance programs as provided in this contract provided the insurance carrier permits. The teacher shall pay the premiums for such insurance programs on a monthly basis in advance of the month due.

10.09-4 A teacher on personal leave without pay shall retain his/her tenure status upon reinstatement into the school system.

10.09-5 Experience credit while on unpaid leave.

(1) A teacher on personal leave without pay may receive credit on the salary schedule for teaching experience.

(2) A teacher on military leave shall be credited with up to four (4) years’ experience on the salary schedule upon return to duty.

(3) A teacher participating in an exchange program shall receive full credit on the salary schedule upon return to duty.  

10.09-6 Upon the expiration of personal leave without pay, the teacher will be placed in the first available position for which he/she is certified. Upon the expiration of a personal leave granted for a period of ten (10) working days or less, the teacher will be assigned to the same position held at the time the leave commenced.

10.09-7 A teacher wishing to return to work before the end of the requested leave should make his request to the Superintendent as soon as possible but at least ten (10) days before he wishes to return to work. The Board will make every effort to allow the teacher to return to work as soon as practicable.
10.09-8  No leave shall be granted beyond one (1) year. Automatic renewal of a personal leave without pay is not granted. It shall be the responsibility of the teacher on leave to request renewal by May 1. Personal leave without pay shall not exceed 24 months, except that, upon written request, the Superintendent may recommend that this provision be waived. Teachers shall be notified, in writing, of the above stipulations upon notification of leave approval.

10.10  SABBATICAL LEAVE

Sabbatical leave for study, research, educational travel or other such reason as approved by the sabbatical committee shall be granted by the Board to teachers who have four (4) or more years of service in Osceola County. Such leave shall be granted under the following conditions, upon the approval of the Board.

10.10-1  Such sabbatical leave shall be in recognition of significant service through teaching for the purpose of encouraging achievement which contributes to the professional effectiveness in education of the members of the staff and the value of their subsequent service to the School District.

10.10-2  No more than one percent (1%) of the teachers who are eligible, rounded to the closest whole number, shall be granted sabbatical leave.

10.10-3  Sabbatical leave will be granted for one (1) full year at one-half (1/2) pay.

10.10-4  The Board will provide the full fringe benefits as are provided for all teachers under this Master Contract.

10.10-5  A sabbatical committee consisting of six (6) members, three (3) of whom are appointed by the Superintendent and three (3) of whom are appointed by the President of the Association, shall serve as a screening committee. Teachers serving on the Sabbatical Committee shall receive no less than five (5) days’ notice of the Screening Committee Meetings.

(1) Criteria to be considered by the committee in reviewing applications shall include need, area and plan of study and/or travel, seniority and past contributions to the School District. A standard sabbatical leave form shall be developed by the Committee and shall be made a part of this Contract. In all cases, a teacher making application for his/her first sabbatical leave shall have preference over a teacher who has previously been granted a sabbatical leave from his county.

(2) The committee shall nominate the candidate(s) for sabbatical leave to the Superintendent for his/her recommendation to the Board.

(3) If more applications are received than are eligible for sabbatical leave, a list of alternates shall be established by the committee. This list shall be
structured in order of precedence. Should any teacher granted a sabbatical leave by the Board decline his/her sabbatical leave due to a change in plans or lack of acceptance in a program, or other extenuating circumstances, the first alternate shall be notified and considered for sabbatical leave. This process will continue through the ranked order until all approved applications have been utilized.

10.10-6 The applications for sabbatical leave, including a plan of study and/or travel study, must be submitted to the Superintendent or his designee during the period of February 1 through March 31 preceding the year for which the leave is granted. Applicants will be notified not later than April 20 as to the disposition of their applications. A teacher receiving permission to take sabbatical leave shall inform the Superintendent in writing of intention to either accept or decline such leave. Such notification shall be given not later than fifteen (15) calendar days after the applicant has been notified of approval for leave.

10.10-7 After July 1, the applicant cannot withdraw the sabbatical leave except under extreme hardship conditions. When such conditions do occur, the teacher involved shall be placed in any available position for which he/she is certified, or if no such position is available, he/she shall be placed in such position when it becomes available.

10.10-8 The Board agrees that, following termination of this leave, the teacher will be reassigned to the position held at the time of commencement of this leave, if available; provided, however, reassignment to a permanent instructional position shall be made only at the beginning of the school year, or the beginning of the second semester of a school year. In the event the Board is unable to reassign the teacher to the position held at the time of granting of the leave or to a similar position, then the teacher and the Superintendent may agree on a suitable position of employment for the purpose of both parties fulfilling their duties and obligations under this part; and if no such position can be agreed upon, then the teacher's future obligations as hereafter set forth shall be deemed to be waived by the Board. In defining the "same" or "similar" position of employment, the salary to be paid shall be that as currently stated in the salary schedule for that position in effect at the time whether the same be higher or lower than the salary being paid the teacher at the time of the granting of this leave. The teacher shall be considered to have gained one (1) year of teaching experience.

10.10-9 The teacher agrees that, upon termination of the sabbatical leave, he/she will return to the employment of the Board under the terms and conditions set forth above and shall remain in such employment for at least one (1) full school year. If the Board has not waived the obligation of the teacher to return to employment upon expiration of this leave and the teacher fails to do so, unless prevented by illness or physical disability, the teacher shall forfeit all rights and benefits to which said teacher would have been entitled or which has accrued during the period of this leave; and the teacher shall be required to repay the Board all sums
paid during this leave for salary and all additional sums paid by the Board on behalf of the teacher including but not limited to contributions to retirement funds, FICA, insurance premiums, and other such similar expenditures incident to employment by the Board. In the event that a full year of service is not completed, such repayment of sabbatical benefits shall be on a pro-rata basis. In the event of the death of the teacher during the term of this leave, or prior to fulfilling any of additional obligations shall be deemed cancelled and all parties relieved of any further duties, obligations and liabilities created herein.

10.10-10 In the event it should become necessary for either party to take legal action against the other for collection of funds as provided under this sabbatical leave, the losing party shall pay all costs of such action, including reasonable attorney fees.

10.10-11 The individual contract between the teacher and the Board covering sabbatical leave shall be consistent with the provisions of this Contract.
ARTICLE XI

ACADEMIC FREEDOM

11.01  The Board and the Association agree that Academic Freedom is a fundamental ingredient in the fulfillment of the goals and objectives of the Osceola County Public Schools and the parties acknowledge the need to protect employees from improper censorship or restraint. Therefore, teachers shall have all reasonable freedom within the limitations imposed by law, the State Board of Education regulations and School Board rules, in the development and implementation of the curriculum, including the right to select useful and relevant materials and determine the class needs as they relate to the curriculum. However, this does not exclude the right and obligation of the principal or supervisor to reasonably question, consult with the teacher about same, and direct whenever necessary, within limitations imposed by law, State Board of Education regulations, and School Board rules and regulations.

11.02  Teachers shall be entitled to freedom of discussion without censorship, within the classroom, on all matters which are relevant to the subject matter and level of the students and within their area of professional competence and assignment.

11.03  Teachers shall notify the administration when they intend to inject or have injected into units subject matter which might be reasonably anticipated to be controversial.
ARTICLE XII

TEACHER ASSESSMENT

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 annually. 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 handbook. (11/18/09)

12.02 The assessment process will reflect those concepts and indicators developed by the 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 which 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.
(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 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.

12.03 The assessment form, observation report, and the Professional Development Plan forms are found in Appendix G, H, and I, respectively.

<table>
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<tr>
<th>EXPERIENCE</th>
<th>0-3 YEARS</th>
<th>4 or MORE YEARS</th>
<th>4 or MORE YEARS</th>
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<td>ASSESSMENT PROCESS</td>
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<td>TWO (2) PER YEAR MINIMUM</td>
<td>ONE (1) PER YEAR MINIMUM</td>
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<td>PERFORMANCE OBSERVATION</td>
<td>A MINIMUM OF ONE (1) FLORIDA PERFORMANCE MEASUREMENT SYSTEM OBSERVATION PER ASSESSMENT PROCESS</td>
<td>A MINIMUM OF ONE (1) FLORIDA PERFORMANCE MEASUREMENT SYSTEM OBSERVATION PER ASSESSMENT PROCESS</td>
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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.

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 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.

12.08 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 1012.34(4), the Superintendent is required to notify the department (Florida Department of Education) of two consecutive “unsatisfactory” performance assessments 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 will notify the Superintendent of the unsatisfactory performance of any teacher consistent with Florida Statutes 1012.34 and its amendments. Teachers may be reported if they received at least one unsatisfactory rating on their annual assessment. The teacher shall receive a copy of any such notice. Prior to reporting any teacher for unsatisfactory performance to the Superintendent, the Administrator or his/her assistant administrator, in accordance with the procedure outlined in 1012.34, 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)

(c) Completed an assessment included with an indicator of unsatisfactory. (11/18/09)

(d) 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 be assessed using the Personnel Performance Assessment System and shall mutually agree with their administrator on either a FPMS or narrative observation.

12.11 The Superintendent shall provide written notification to any teacher in a state graded “D” or “F” school and/or corrective action school of any potential performance concern. The teacher 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 that might result in a less than proficient rating on the Assessment Form shall be brought to the attention of the teacher at the time the incident occurs or the information becomes available. (11/18/09)
ARTICLE XIII

POLITICAL ACTIVITY

13.01  All teachers shall have entire liberty of political action when not engaged actively in their teaching duties, provided such action is within the laws of the United States of America and the State of Florida; and further provided that such action does not impair their usefulness as a teacher.  

(08/21/01)
ARTICLE XIV

CLASS SIZE

14.01 The Board and the Association recognize the right of the Board to employ personnel to staff positions in the instructional program, and that the instructional program is influenced by class size and the ratio of adults to students working directly in the instructional program. Although grade enrollment and subject registration may result in uneven class sizes within schools and grade levels, every effort must be made to ensure that the student-teacher ratio within classes falls within state guidelines and maintains a safe and educationally effective environment.
ARTICLE XV
FRINGE BENEFITS

15.01 The Board shall provide for teachers a fully paid group life insurance plan which shall pay the teacher's designated beneficiary an amount equal to the teacher's annual salary rounded up to the next higher thousand in the event of death, and in the event of accidental death or dismemberment, a sum not less than twice that amount. There shall be a provision for the purchase of additional insurance coverage to be paid by the teacher. In addition, the Board shall make available through payroll deduction, life insurance for each dependent at the teacher's expense. This insurance shall be with the approved carrier.

15.01-1 The Board shall provide double life insurance, fully paid, for any teacher at or above step 10 on the salary schedule.

15.02 The Board will annually provide a fully paid individual major medical plan to all full-time teachers. The Board will also make available major medical benefit plan(s) at an additional cost above the fully paid Board contribution for individual coverage.

Teachers, who fill half or more but less than full-time positions, shall annually receive Board half-paid health insurance.

(01/05/11)

If a teacher’s regular employment ends during the course of the twelve month period of the plan, the benefits will end on the teacher’s last work day of that active employment. However, if the teacher successfully completes their contract year as evidenced by reappointment, the coverage will continue through the day prior to the start of the work calendar for the new school year. The teacher may continue these benefits in accordance with the COBRA law by paying the premium. The full annual premium cost to the Board for the group health insurance package shall be considered a vital part of the teacher's compensation. The full amount of premium increase from year to year shall be considered as a benefit increase in lieu of a salary increase deducted from dollars available for salary increases.

15.02-1 Specific benefits shall be as delineated in “The School District of Osceola County Florida Medical Indemnity Plan Document” and shall be available through the Risk Management Office. The plan summary, including “Coverages” and “Exclusions/Limitations”, will be provided to every teacher. The Association and the individual teachers shall be notified prior to any plan changes. The insurance carrier shall be decided upon by the Board.
15.02-2 Dependent coverage shall be available at the expense of the teacher. Where two members of the same family are employed by the School District, the total amount paid for the spouse shall be credited toward the cost of dependent coverage. (08/18/04)

15.02-3 Employees may request that physicians be added to the plans(s) through the insurance committee; however, it is understood the network provider makes the determination.

15.02-4 When a teacher chooses to participate in a health plan, the teacher may choose any of the employee paid dental plans available for their dependents. (08/18/04)

15.02-5 Changes in the plan document shall be subject to the approval of the Bargaining Leadership Team no later than June 30. (04/22/09)

15.03 The Board will make available to teachers, disability benefits, an indemnity dental insurance plan and vision insurance plan through payroll deduction at the teacher's expense, provided that the required minimum number of employees enroll. The Board shall reserve the right to cancel when enrollments drop below minimum levels required by the carrier. The disability insurance plan, dental plan, and carrier shall be decided upon by the Association and the Board jointly. (08/18/04)

15.04 The Board shall provide general liability protection for teachers at the same coverage limits as provided to all other employees. The Board shall make every attempt to purchase the maximum coverage available.

15.05 The Board will continue to provide payroll deductions to the teacher, for all tax deferred annuity programs that comply with current IRS regulations and recommended monitoring procedures that limit the Board’s liability. In order to limit that liability, approved Vendors will be required to (1) provide the Plan Administrator with monthly electronic data files necessary for effective recordkeeping and/or information sharing and (2) agree to offset the employer’s plan administration expense per month per participant. Failure to comply with the requirements outlined above and companies with on-going administrative problems will be subject to removal from the approved Vendor listing. It is further agreed by both parties that there will not be a minimum number of participants required. (04/22/09)

15.06 A teacher who is authorized by the Superintendent or his designee to use his own automobile in pursuance of assigned duties shall be reimbursed at the maximum accepted mileage rate established and recommended by Florida Statutes.

15.07 Telephones will be made available at all schools. The location of such phones shall be such as to insure privacy of conversation as much as possible. The Association will assist in the collection of unpaid bills of bargaining unit
personnel. Cell phone usage and personal calls shall not interfere with direct instruction and assigned supervisory responsibilities. (08/16/06)

15.08 Terminal pay for accumulated sick leave will be provided to teachers at normal retirement or to his beneficiary if service is terminated by death. The amount of such terminal pay shall be determined as follows:

1. During the first three (3) years of service the daily rate of pay multiplied by thirty-five (35) percent times the number of days of accumulated sick leave.

2. During the next three (3) years of service the daily rate of pay multiplied by forty (40) percent times the number of days of accumulated sick leave.

3. During the next three (3) years of service the daily rate of pay multiplied by forty-five (45) percent times the number of days of accumulated sick leave.

4. During and after the tenth (10th) year of service the daily rate of pay multiplied by fifty (50) percent times the number of days of accumulated sick leave.

5. For teachers having served a minimum of thirteen (13) years in Osceola County, the daily rate of pay will be multiplied by 100% times the number of days accumulated sick leave.

The parties agree to participate in a mandatory plan for all teachers to shelter their sick leave pay out at retirement in accordance with IRS regulations. Retirees shall have the option to withdraw their sheltered sick leave pay out without individual financial loss. (03/20/00)

15.10 Twelve (12) Month Personnel.

Instructional personnel who are employed on a twelve (12) month contract may accumulate vacation as follows:

A. One (1) day for each month of service for those employed by the Board less than (5) active service years.

B. One and one-half (1 1/2) days per month of employment per year for those employed five (5) active service years or more by the Board.

C. Earned vacation leave shall be credited at the end of the month. An employee earning pay for at least seventy-five percent (75%) of the workdays in the month shall be treated as earning benefits for a month of employment.

D. At the time of retirement or separation of employment, unused vacation leave shall be paid as terminal leave pay. Personnel in positions earning vacation
leaf who transfer or are assigned to positions which do not earn vacation leave may receive payment for unused vacation at time of transfer or reassignment.

E. Vacation shall not be taken until it is earned; however 50% of the annually earned vacation must be used annually.

F. Vacation time shall be scheduled with the approval of the administrator so that there will be a minimum of disruption in the operation of the school system.

15.1 Teachers may attend all county school activities free of charge. The Board shall make available to each teacher an individual identification card. Teachers retiring from Osceola County shall be issued a permanent activity card entitling them to attend all county school activities free of charge.

15.12 Off-street parking will be provided for teachers at each school whenever practicable.

15.13 Teachers retiring from Osceola County shall be allowed to remain as participants in-group health and life insurance programs covered by the Agreement until at least age 65. In accordance with federal law, at age 65, retirees will be required to enroll in Medicare Part B, the health insurance will become secondary to Medicare and life insurance may be converted to an individual policy or keep the $10,000 policy. Teachers choosing to remain as participants shall be required to reimburse the Board for the premium in advance of the due date according to the schedule of due dates provided by the Superintendent. (04/22/09)

15.14 The Board will consider requests for the purchase of early retirement annuities qualified by IRS regulations in accordance with Florida Statutes and Board rules.

15.15 The Board shall provide teachers with access to all qualifying insurance deductions in accordance with IRS Section 125.
ARTICLE XVI

PROFESSIONAL COMPENSATION

16.01 Professional compensation for teachers during the term of this Agreement shall be set forth in the Appendices which are attached to and made a part of this Contract.

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

1. a. Credit for Teaching - Credit on the salary schedule shall be given for all years of experience for teaching in other schools, including college teaching. This provision shall not be interpreted or applied to reduce any previously granted experience to presently employed teachers or to grant additional experience to current teachers. Ninety-nine (99) teacher work days in any one (1) regular school year shall be considered as one (1) year of credit. "Teaching" experience shall apply to equivalent instructional school experience (i.e. guidance, media specialists, administration). Half time teaching shall be combined for salary credit, i.e. two (2) one-half (1/2) years or two (2) half-time years equal one (1) year of experience.

   (08/21/01)

(1) Private - Parochial - Charter Credit - Credit for teaching experience in private, parochial and charter schools will be granted to those who taught in schools accredited by their respective accrediting associations as recognized by the Osceola School Board providing the teacher held a four (4) year degree and is eligible for Florida certification.

   (08/21/01)

(2) Outside United States - Credit for teaching experience outside the United States will be granted to those in international schools accredited by their respective accrediting associations as recognized by the Osceola School Board and who are eligible for Florida certification.

   (08/21/01)

b. Experience Verification - Teachers shall be paid for zero (0) years’ experience until such time as verification for experience is received by the Board. Verification of experience must be received by the Board within one year from the date of hire. Any payment of back salary shall be made at the next payroll period and shall be paid retroactively to the first day of the fiscal year in which verification of experience is received.

   (09/18/02)

Effective 07/01/02
c. Retired Educators/DROP
   (1) After 6/30/2010, a teacher who requests a DROP extension which 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 DROP 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)

2. Salary Adjustment

   Salary adjustments shall be made for completion of advanced degrees upon receipt of an official transcript. The effective date of the adjustment will be the first day of employment during the school year or the date the advance degree was earned, whichever comes later. (09/05/00)

3. Work Experience

   a. A maximum of ten (10) years of work experience, excluding those years required for certification, shall be granted as salary credit in lieu of any teaching experience outside Osceola County, for those teachers in positions requiring work experience for certification. This provision is effective for those teachers employed by Osceola District Schools for the first time after July 1, 2001, and shall not be interpreted or applied to grant additional experience to teachers employed prior to the 2001-2002 school year. (08/21/01)

   b. Guidance Counselors, Media Specialists, Speech Pathologists, Audiologists and Teachers for the Hearing Impaired may receive one (1) year of credit on the salary schedule for each year of experience for a maximum of ten (10) years of experience in a work area specifically related to their assignment provided the position required a four year college degree at the time the work was performed. This provision is effective for those teachers employed by Osceola District Schools for the first time after July 1, 2001, and shall not be interpreted or applied to grant additional experience to teachers employed prior to the 2001-2002 school year. (08/21/01)
c. A maximum of two years credit on the salary schedule shall be
granted to teachers serving in an instructional capacity in the Peace
Corps provided the teacher was certified with a four (4) year
degree at the time of teaching and if the school was accredited by a
state, regional or governmental accrediting agency.

4. Military Experience

If an individual's teaching career is interrupted by military service, up to
four (4) year’s salary credit shall be granted, however no military
experience for which a teacher is receiving retirement benefits shall be
applied as year's credit on the salary schedule. Verification of such
experience must be received by the Board within one (1) year from date of
hire. (11/07/07)

5. Teachers shall be paid at the beginning step of the Bachelor’s salary
schedule until such time as a valid teaching certificate has been filed with
the Board. Upon receipt of the official transcript the Board shall adjust the
salary to the beginning of said teacher's current employment. Payment of
back salary shall be included in the next payroll check. (08/21/01)

6. Teachers assigned as speech language pathologists who have verified an
earned Master’s Degree (Article XVI Section 16.02 (2)) and a Certificate
of Clinical Competency (CCC) shall qualify to be placed on the
Specialist’s salary schedule. Salary adjustment shall be made upon
registration with Personnel of the official certificate. The effective date of
the adjustment will be the first day of employment during the school year
or the date the Certificate was earned, whichever comes later. (08/21/01)

16.03 Payment of a teacher's service beyond the regular workday shall be at the
professional hourly rate unless specifically noted otherwise. The professional
hourly rate shall be rate per day of the teacher divided by the number of hours in
the work day.

16.03-1 Provided a temporary employment contract is submitted that shall stipulate which
class is being taught, teachers may teach an additional period during their
normally scheduled workday in lieu of their planning period. In such situations,
the worked planning period will be added to extend the length of their normally
scheduled workday and must be completed at a district worksite. Additional
compensation will be calculated at their daily rate of pay. (01/05/11)

16.04 Vocational experience (not teaching experience) may be allowed on a year-to-year basis to vocational education teachers for the type of occupational experience
approved for certification to a maximum of ten (10) years for all vocational teachers excluding years for which one is receiving retirement benefits.  

(11/18/09)

16.05 Vacant salary supplement positions listed in Appendix C shall be listed in the weekly Vacancy Posting and shall first be offered to teachers in the bargaining unit. Other regularly employed personnel in the district may be afforded the opportunity to receive a supplement if such positions are unfilled. If coaching positions still remain unfilled, individuals from the community who meet employee requirements may receive supplements. If a teacher resigns or separates employment for any reason before completing the duties required to receive the supplement, an adjustment shall be made on the last paycheck. If the teacher had completed all the requirements for the supplement, the unpaid balance shall be included in the last paycheck.

16.06 The Board will determine which system of pay, either semi-monthly or bi-weekly, will be used for the District.

16.07-1 Summer session paychecks shall be paid on the extra pay schedule and shall be paid no later than fifteen (15) days following the last day of the summer session.  

(08/17/05)

16.07-2 Errors in teacher payroll checks shall be reported promptly to the payroll department. Errors in teacher payroll checks shall be corrected no later than the next paycheck; except that an error in the last paycheck shall be corrected within ten (10) working days of notification to the payroll department.

16.07-3 Teachers shall receive retro-active pay to the beginning of the contract year for all adjustments in the salary schedule, including OPS contracts.

16.07-4 Upon ratification of this contract, the newly negotiated base salary will be implemented as soon as possible, not to exceed two pay periods.

All teachers shall receive the retro-active pay due from their base salary as soon as possible, not to exceed sixty (60) district work days of ratification of this contract.

16.08 (1) Unless otherwise designated in writing, teachers shall receive their paychecks from the principal or the principal's designee at their regular work site. Teachers shall be notified of the procedures for receiving checks and given the name of the principal's designee prior to the issuance of the first paycheck.  

(08/21/01)

(2) A teacher may arrange to have a paycheck mailed by pre-addressing an envelope. If a teacher wants his paycheck mailed, he must make
arrangements to sign the automated times sheet prior to the check release date.

(3) The Board shall provide direct deposit of regular salaried paychecks. Enrollment is open throughout the year. Beginning with the second paycheck in January 2010, all teachers shall be provided direct deposit of their regular salaried paychecks. The District will maintain a list of financial institutions that will work with teachers without a bank account to establish an account. In lieu of printing paychecks/stubs, the District will provide check/salary information electronically through the Employee Portal. (11/18/09)

(4) All payroll deductions and frequency for insurance shall be determined by the Board. Tax deferred annuity deductions in income shall be made available on all regular salaried paychecks and shall be in accordance with written deduction authorizations.

16.09 Summer school teachers shall be paid the same daily rate of pay as received in the preceding regular ten (10) month term. The teacher workday shall consist of no more than seven and one-half (7 1/2) hours which will include proportional time for duty free lunch, planning, and other non-instructional parts of the schedule.

16.10 The salary for part-time homebound teachers who are regularly employed certificated teachers, during the term of this Agreement shall be the professional hourly rate.

16.11 If the projected unrestricted revenue per weighted student for the general fund is less than the projected costs to implement full step, then the parties understand that full step will not be granted and will negotiate for any potential salary increase. If those conditions exceed the projected costs to implement the full step, the step shall be paid and retroactively to the beginning of the employee’s contract year along with any other potential increases agreed to through the collective bargaining process.

16.12 Job sharing between two or more teachers will not increase or decrease the cost of a normal teaching unit. Refer to Appendix B for guidelines. (08/21/01)

16.13 The parties agree to mutually develop a performance pay plan, including a specified amount of program funding, to comply with Florida Statutes. (04/22/09)

16.14 Osceola Virtual School (Professional Compensation) – A base salary of $500 (maximum of two (2) different courses) per semester and $100 per student’s successful completion of ½ credit to be paid within 30 calendar days at the end of the Osceola Virtual School semester. (11/18/09)
ARTICLE XVII

MANAGEMENT RIGHTS

17.01 It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, provided, however, that the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequences of violating the terms and conditions of any collective bargaining agreements in force, or civil or career service regulations.
ARTICLE XVIII

CONTINUITY OF OPERATIONS

18.01 Both parties recognize the desirability of a continuous and uninterrupted program during the normal school year and the avoidance of disputes which threaten and interfere with such operations. The Association agrees that it shall not authorize, sanction, condone or engage in any strike as defined in Florida Statutes.

(08/21/01)
ARTICLE XIX

MISCELLANEOUS

19.01 This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

19.02 Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provisions shall be automatically modified by mutual agreement of the parties to the extent that it violates the law, but the remaining provisions shall remain in full force and effect for the duration of this Agreement if not affected by the deleted provision.

19.03 Within 45 days of ratification of this agreement the Board, at its expense, shall print annually one hundred (100) copies of this Agreement for the Association for their distribution. The contract or any amendment shall be available online within 14 days of ratification. (08/21/01)

19.04 One (1) copy of School Board Rules shall be placed in each school library for teacher use. One (1) copy of School Board Rules shall be provided to the Association.
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 August 15, 2012 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 to be mutually agreed upon. 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.
MEMORANDUM OF UNDERSTANDING

In lieu of Article XX, Term of Contract, for the 2010-2011 contract year the parties agree to enter into a collaborative bargaining process. A contract will be ratified with the understanding that Contract Articles, specific paragraphs or new issues may be opened, bargained, ratified and implemented throughout the year.

OSCEOLA COUNTY
SCHOOL BOARD

SUPERINTENDENT
Dr. Michael A. Grego

CHIEF NEGOTIATOR FOR OCSB
Mark A. Munas

OSCEOLA CLASSROOM
TEACHERS ASSOCIATION

OCTA PRESIDENT
Kathy Donato

CHIEF NEGOTIATOR FOR OCTA
Tony Donato

July 29, 2010
MEMORANDUM OF UNDERSTANDING

Whereas both partied to the contract agree to work collaboratively to resolve all issues that impact teachers; and

Whereas the School District of Osceola County, Florida currently has three high schools – Poinciana, Gateway, and Celebration, achieving at the lowest 5% of the state; and

Whereas the Osceola Classroom Teachers Association on behalf of the teachers in Osceola County agree that the model chosen to improve Poinciana, Gateway and Celebration may resolve issues that impact the teachers of Osceola County for 2010-2011 school year:

Therefore, be it resolved that the parties agree to the following:

- For the 2010-2011 school year, teachers at Poinciana, Gateway and Celebration will work three additional days of pre-planning devoted to training and curriculum development at their daily rate of pay.

- Teachers will work an additional hour per week in 2010-2011 extending the teacher workday by 5 minutes, Monday, Tuesday, Thursday, and Friday; and by 40 minutes on Wednesday, effective with the first week of school, August 23 at their daily rate of pay.

- Additional time added may be used for weekly lesson study (collaborative planning), parent communication, training, professional learning communities, and/or model classroom observations.

OSCEOLA COUNTY
SCHOOL BOARD

[Signature]
Superintendent
Dr. Michael A. Grego

CHIEF NEGOTIATOR FOR OCSB
Mark A. Munas

OSCEOLA CLASSROOM
TEACHERS’ ASSOCIATION

[Signature]
OCTA President
Kathy Donato

CHIEF NEGOTIATOR FOR OCTA
Tony Donato
MEMORANDUM OF UNDERSTANDING

Effective immediately, both parties agree to the following hourly rates for the non-FTE generating additional earning opportunities:

Saturday/After Hour Help Sessions (SAI and Reading Categoricals) $26.60/hour
Summer Programs Including Reading Camps (SAI and Reading Categoricals) $26.60/hour
Summer Voluntary Pre-K with Bachelors $23.50/hour
Summer Voluntary Pre-K Masters or Higher $23.50/hour
Title I – SES Coordinator $22.00/hour
Title I – AYP Supervision (Bus Duty) $15.00/hour

The parties further agree that these rates will be reviewed by the Bargaining Leadership Team at the close of the 2010-11 school year and may be subject to change if an improved funding situation for the impacted programs exists.

OSCEOLA COUNTY SCHOOL BOARD

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OCTA PRESIDENT
Kathy Donato

CHIEF NEGOTIATOR FOR OCTA
Tony Donato
Whereas both parties want to raise student achievement and also want to comply with State requirements under the Differential Accountability System, the Bargaining Leadership Team was charged with the development of a recruitment and retention incentive program for certain corrective action schools. The Bargaining Leadership Team, through the recommendation of the Differentiated Accountability Subcommittee, approved the following plan:

**DIFFERENTIATED ACCOUNTABILITY TRANSFER AND RETENTION INCENTIVE**

**Background**

Florida House Bill 991/Senate Bill 1682. School Improvement and Accountability revises provisions relating to the powers and duties of district school boards to implement the state system of school improvement and education accountability. The law requires that the State Board of Education comply with the federal Elementary and Secondary Education Act (ESEA), and requires that school districts be held accountable for improving the academic achievement of all students and identifying low-performing schools, etc. EFFECTIVE DATE: 07/01/2009.

The Florida Department of Education is charged by the law to develop guidelines for compliance. On July 14, 2009, the State Board of Education approved the 2009-10 Strategies and Support for Differentiated Accountability Model. Under the model matrix, there are requirements which would impact language currently in contract language for the District. The requirements would make it necessary for the District to move teachers after the contractual notice date, develop a plan to attract and retain high performing teachers to low performing schools, relocated low performing teachers, provide performance incentives for teachers whose students obtained the learning gains set forth by the State and to provide for a differentiated pay program.

**TRANSFER INCENTIVE**

A transfer incentive will be offered to encourage teachers with demonstrated mastery in improving student performance to transfer to a “D” or “F” school (Schools: INTERVENE, CORRECT II, and PREVENT II.) To be eligible for the one time transfer incentive the teacher must meet all of the following criteria:

1. Evaluations from the previous school year must be an overall outstanding rating on the Spring teacher assessment. This is a one-time transfer incentive.

2. Classroom teachers of Math and Reading must have learning gains at the 80% level or higher for FCAT tested Math or Reading during the previous year; or, be Language Arts teachers with 90% of more of their students scoring 4.0 or higher on FCAT Writing during the previous year; or, be a
Science teacher with 65% of their students scoring at Level 3 or above during the previous year.

3. A teacher who transfers to an eligible school at least 10 days prior to the first day of pre-planning and is assigned to teach a “core” class assessed by FCAT (Core subject tested by FCAT are math, reading, language arts and science) is eligible to receive a $1500 transfer bonus if the teacher is on the site’s payroll teaching a core subject on April 15 of the next year. The incentive will be paid within the next two regular payrolls following the April 15 date. (Ex. Teacher A is hired for XYZ High School as a Math teacher. Her students are tested by FCAT. She is hired and on the payroll on August 15, 2010 at XYZ High School. She remains at XYZ High School and is still teaching math to FCAT tested students on April 15, 2011. She is eligible and will be paid the incentive in one of the next two regular payroll runs (April 30 or May 15, 2011).

**PERFORMANCE INCENTIVE STATE GRADE/AYP**

A performance incentive will be offered at schools with a school grade of “D or F” (2008-9) and designated as INTERVENE, CORRECT II or PREVENT II on the Differentiated Accountability Model. To be eligible for the one time performance incentive, the teacher must meet the following criteria:

- A $500 performance incentive will be paid two payrolls after the data is available for FINAL school grades to all teachers who are still employed in paid status on the last day of the teachers’ work year beginning with the 2009-10 school year if school letter grade is raised to a “B” or better and earn AYP (Adequate Yearly Progress).

**PERFORMANCE/RETENTION INCENTIVE CRITERIA**

A retention/performance incentive will be offered at schools with a school grade of “D or F” (2008-9) and designated as INTERVENE, CORRECT II, or PREVENT II on the Differentiated Accountability Model. To be eligible for the incentive:

1. Classroom teachers must have learning gains as follows:
   a. A classroom teacher of record for Reading must have 80% FCAT Reading learning gains (Grades 4-10); OR,
   b. A classroom teacher of record for Mathematics must have 80% FCAT Mathematics learning gains (Grades 4-10); OR,
   c. A classroom teacher of record for Language Arts must have 90% of their students earning 4.0 or higher on FCAT Writes (Grades 4,8, and 10); OR,
   d. A classroom teacher of record for Science must have 65% of their students scoring at level 3 or higher on FCAT Science (Grades 5,8, and 11); OR,
2. All teachers not included above will qualify for the incentives if:
a. 80% of the total student body achieves learning gains on all FCAT tested subjects (Reading or Mathematics) and the school earns AYP for the previous school year.

Learning gains will be calculated based on all students included for AYP (Adequate Yearly Progress) calculations.

**PERFORMANCE INCENTIVE**

- A $1500 incentive will be paid two payrolls after the calculation of student learning gains for all teachers who are in paid status on the last day of the teachers' work year if the teacher meets the above criteria and has an overall “proficient” rating on their instructional assessment (108 points or above).

**RETENTION INCENTIVE**

- A $500 retention incentive will be paid to those teachers who met the performance incentive criteria during the preceding year if they continue to teach at the same facility during the following year. The incentive will be paid in four (4) equal payments according to the supplement payroll calendar if they remain employed throughout the year or one ¼ of the incentive for each quarter the teacher remains at the school up to four (4). Teachers who are subject to involuntary transfer will not be penalized and will receive all installments up to four (4).

OSCEOLA COUNTY
SCHOOL BOARD

SUPERINTENDENT
Dr. Michael A. Grego

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OCTA PRESIDENT
Kathy Donato

CHIEF NEGOTIATOR FOR OCTA
Tony Donato
MEMORANDUM OF UNDERSTANDING

For the balance of the 2009-10 school year only, both parties agree to a reduction of one day in the number of work days for teachers on 12 month contracts. This would reflect a change in the number of workdays from 258 to 257. April 5, 2010 will be a non-work day. There will be no change in annual compensation.

OSCEOLA COUNTY SCHOOL BOARD

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Tony Donato

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01/05/11
Appendix A

The School District of Osceola County, Florida
10-Month Instructional Salary Schedule
2010-2011

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<th>Years of Experience</th>
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</tr>
</tbody>
</table>

Master’s Degree add $2,685, Specialist add $4,185, Doctorate add $5,685
Salary and fringe benefits accepted by the School Board

Accepted by the School Board of Osceola County, Florida

Cindy Lou Hartig
Chairperson of the Board

Accepted by the Osceola County Education Association

Kathy Donato
President of the Association

Michael A. Grogo, Ed.D.
Superintendent

Edna LaCount
Secretary of the Association

Mark A. Munas
Chief Negotiator – School Board

Anthony Donato
Chief Negotiator – Association

Witnesses as to the School Board:

Witnesses as to the Association:

Dated: 1-4-11

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APPENDIX B

JOB SHARE

1. Job sharing shall only be done by teachers on a voluntary basis. This includes volunteering to forego half the fully paid benefits normally paid part-time teachers. Each teacher participating in job sharing shall agree to receive only one half (1/2) of any full benefit, required to be paid for by the Board. The teacher agrees to pay the remaining cost of receiving the required benefit or may certify coverage by such benefit from an outside source.

   a. Each teacher shall sign the attached statement assuring they understand the voluntary nature of the program.

   b. Upon entering this job share program, an employee is notified by signing the Job Share agreement of the benefit choices including their option to forego the OCSB plan and select an alternative at their own expense.

   The employee may choose their benefit coverage and such choice shall be effective at the beginning of the employee’s first date of eligibility at the time the job share participation begins.

2. Each teacher participating in a job share shall be responsible for exactly one-half (1/2) of the normal teaching duties and time (ninety-eight days). Schedules for participating teachers shall be mutually determined between the teachers and their school administrator. Prior to committing to the job share, schedules for the school year for each teacher must be agreed by all participants and shall be filed by the principal with the payroll and personnel departments and the Association. Each participant shall work one half the number of hours in each payroll period. Hours shall be documented by a sign in/sign out process. The Board shall not additionally limit said scheduling except for requirements set to meet required audit standards. Existing sick and/or annual leave balances will be converted to reflect and charged according to the new part-time standard. The standard is calculated by taking the total average weekly hours divided by five days which determines the value of the days to be charged. Holiday pay will be credited according to this calculation standard. Each teacher must work or be on a paid status on his/her scheduled workday before and after the holiday in order to receive holiday pay.

3. Each teacher participating in a job share shall receive one-half (1/2) year credit for each year taught for salary purposes in accordance with 16.02(1)a.

4. Each teacher shall receive paychecks in accordance with the Board approved Master Payroll Processing Schedule for hourly employees. (04/22/09)
5. The participating teachers and the administrator shall mutually determine an assessment timetable to review the success of their job share. This assessment shall not occur more often than monthly nor less than bi-annually. Any alterations in the job share schedule shall be mutually agreed upon by the parties involved. (08/21/01)

6. A job sharing situation may be ended at any time during this year.

   a. The school administration may end a job share by notifying the teachers involved in writing and including a reason why. A copy shall be forwarded to the Assistant Superintendent for Personnel and the Association. Two full time positions shall be identified within the school and the principal shall determine which of the two (2) teachers positions each will fill after receiving input from the teachers.

   b. The teachers involved in job sharing may end the job share by notifying the principal in writing, including the reason why. A copy shall be forwarded to the Assistant Superintendent for Personnel and the Association. The principal shall determine who shall stay in that position and who shall accept a first available position after receiving input from the teachers involved.

   c. If one teacher ends the job share, that teacher shall request leave and shall be offered the first available position for which he/she is certified.

7. A teacher who resumes full time responsibilities shall also resume full pay and benefits, including salary step if earned in accordance with the Master Contract.

8. At the end of the school year, if the job share is not continued, both teachers shall be considered the same as any other full time teachers at their current school for the purpose of assignment for the subsequent year for the available positions. (08/21/01)
JOB SHARING AGREEMENT

I, ______________________________, do hereby agree to participate in the job sharing program as outlined in Appendix B. I have received a copy of Appendix B and voluntarily agree to all the terms of the job share. (08/21/01)

I understand I have voluntarily given up full Board paid medical insurance. The Board will pay half and I agree to participate in the group medical plan and pay half.

Upon entering this Job Share Program, I understand I am notified by signing the Job Share Agreement of the choice to participate in the OCSB plan or forego the OCSB plan and select an alternative at my own expense.

I understand I have chosen a benefit coverage and my choice will be effective at the beginning of my first date of eligibility at the time the Job Share participation begins.

I also understand there is no expectation that this job share will continue past the end of the current school year. During this school year, the job share may be ended according to Appendix B. (08/21/01)

I have voluntarily agreed to job sharing with the above provisions and understand that if I have been coerced into participating in any way I need only call the Director of Human Resources and Employee Relations and/or the Osceola County Education Association to change my assignment status. (08/21/01)

_________________________________  ______________________________
Teacher                                      Principal

_________________________________  ______________________________
Date                                      Date
APPENDIX C

(a) The middle school intramural program must document that the program maintained a minimum of sixty (60) students participating during each supplemental pay period, as verified by the principal.

(b) Teacher Athletic Trainer

To the extent practical, each high school shall have two (2) Teacher Athletic Trainers. A Teacher Athletic Trainer shall not be required to evaluate or care for injuries of the general student enrollment. A Teacher Athletic Trainer may not assume coaching responsibilities.

(04/22/09)

To qualify as a Teacher Athletic Trainer, a person must possess a professional, temporary, part-time, adjunct, or substitute certificate pursuant to s. 1012.56, and be licensed as required by part XIII of chapter 468.

(04/22/09)

(c) Extracurricular supplements for academic/service clubs which meet outside the regular student day shall be provided as follows if the following criteria are met in accordance with the formula:

(1) Scheduled meetings - Must hold at least two meetings a month during the months of September to May outside the normal student day.

(2) Competition - Must make reasonable efforts to compete in District and State Competition if available.

(3) Community Involvement - Must demonstrate community involvement if a service club.

(4) Active Membership - Must have at least twenty (20) members with an average meeting attendance of ten (10).

(5) School Service - Must provide at least one school project during the year.

(6) Charter and Bylaws - All extracurricular/service clubs must have on file, in the principal's office, a copy of their bylaws and/or standing rules. If applicable, they must have an approved charter and bylaws in compliance with State and National requirements.

A summary report indicating compliance with the above items must be on file in the principal's office prior to the issuance of the final supplement check.

A teacher may not receive any more than two supplements in the extracurricular area.

A committee at each school, including one building level administrator, will determine the clubs at their school that meet all the applicable criteria. Allocated on the basis of population as follows:

Middle School - one per 300 students or major fraction thereof,
High School - one per 200 students or major fraction thereof.
(d) Beginning with the 1996-97 school year, a high school may substitute a Head Diving Coach (index 55) for two Assistant Swimming Coach positions (index 40). The difference in costs between these supplements will be returned to the schools.

(e) The ESE supplement will be distributed to the following ESE teaching assignments:

ASD, InD, EBD, Pre-K ESE, Hearing Impaired, Behavioral Center Schools (all instructional positions) (i.e. DJJ, ARC), Behavior Specialists

The teacher may receive the supplement if teaching out-of-field. The amount of the ESE supplement will be Index 20.

An athletic supplement cannot be used to substitute for another sport.

No one individual may be paid supplements for any two athletic activities that have conflicting seasons except that whenever it becomes necessary for a coach who is already supplemented in the sport to fill a position necessary for the continued existence of a team, he or she will receive an assistant's supplement in addition to the regular supplement. If an assistant's supplement is not available, 50% of the regular supplement shall be received.

Verification of experience for current teachers must be received by the Board within one (1) year from date of hire on the Board approved form. Transfer of experience for salary credit between supplemented areas is not permitted except experience in the same specific activity.

Full year instructional and non-instructional supplements will be paid in four equal payments. Seasonal athletic supplements will be paid in two equal payments on supplement pay dates after the beginning and conclusion of the season.

A committee composed of three members appointed by the Board and three members appointed by the Association President will study extracurricular and athletic supplements.
## High School

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12-MONTH INST MASTER*  
MASTERS*  
10-MONTH INST CCC*  
SPECIALIST*  
DOCTORATE*  
*Paid on salary schedule
APPENDIX D

RESIGNATION OF TEACHER

To the School Board of Osceola County, Florida

In view of the following, to wit:
(State Reasons)

I hereby tender my resignation and by these presents do hereby resign as a Teacher in ____________________________, School, of Osceola County, Florida, to take effect as of the ________ day of ____________, 19____.

______________________________
(Signature)
APPENDIX E

TEACHER REQUEST TO TRANSFER

NAME ____________________________________________

Last

First

Middle

SOCIAL SECURITY NUMBER __________________________

PRESENT WORK LOCATION __________________________

SUBJECT PRESENTLY TEACHING ______________________

SUBJECT REQUESTED TO TEACH ______________________

WORK LOCATION(S) REQUESTED ______________________

(In order of preference)

_________________________________________________

REASONS FOR TRANSFER:

_________________________________________________

_________________________________________________

_________________________________________________

_________________________________________________

I understand that my name will be placed on the REQUEST FOR TRANSFER LIST and that this is not a transfer. I fully understand that a vacancy must exist and that it is my responsibility to specifically apply to the principal/supervisor by submitting a copy of this request, a letter of intent, and a resume before a principal can give me consideration. The receiving principal will make the final recommendation.

_________________________________________________

Signature

_________________________________________________

Date

Employee to distribute:
White-Personnel, Yellow-Requested Principal/Supervisor, Pink-Current Principal/Supervisor

FC-700-273
(Rev 9/95)
APPENDIX F

GRIEVANCE FORM

Osceola County Education Association    Grievance # ______
School Board of Osceola County, Florida

Name: _____________________________    SS#: __________________

Supervisor: _______________________    Work Location: ____________

Date: __________

Applicable Contract Provisions: ___________________________________

Date Grievance Occurred: ________________________________________

Description:

Relief Sought:

Signature of Grievant: _______________________ Date: __________

LEVEL I    Grievant and Supervisor met to discuss issue and attempt to resolve.

Date of Meeting: ________________

LEVEL II   Response by Director of Human Resources & Employee Relations

Date Received: ________________

GRANTED  DENIED

Response by the Director:

Signature: ____________________________ Date: ______

Director of Human Resources & Employee Relations

FC-700-245

- 82 -

08/17/05
Grievance # _______
Name: _______________________ SS#: ______________

LEVEL III  Response by Superintendent or Designee

Date Received: ________________

GRANTED                      DENIED

Response by Superintendent:

Signature: ____________________________ Date: ________
Superintendent

LEVEL IV  Submit to Arbitration

Date Submitted: ________________

Award of the Arbitrator: ____________________________

SEE ATTACHMENTS
APPENDIX G

Instructional Assessment Forms
Revised 2009

Available on the Employee Portal

Click on the following or copy and paste the web address into your browser:

https://employees.osceola.k12.fl.us/PortalPasswordMaint.aspx?ra=f80fhr47
### The School District of Osceola County, Florida

**Instructional Assessment Form**

**School Year:**

**Employee:**

**Worksite:**

**Contract Status:**

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<th>Admin</th>
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<td>6</td>
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<td>2</td>
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<td>Selects appropriate resource materials and activities related to effective lesson objectives</td>
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<td>Selects effective lesson materials and activities that include cultural contributions of various groups</td>
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<td>Sequence the use of materials and activities for effective lesson planning</td>
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<td>Includes effective measurement procedures to assess student attainment of lesson objectives</td>
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<td>Adheres to State, District and School policies and procedures</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>Has knowledge of and supports the school improvement plan</td>
<td>1.5</td>
<td>1</td>
</tr>
<tr>
<td>Is punctual in reporting to school and assigned duties</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Observes confidentiality relating to students, teachers, parents and school personnel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performs with minimum supervision</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clearly conveys to parents their student's academic achievement and classroom behavior</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Works cooperatively and supportively with the school staff</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demonstrates logical thinking and makes practical decisions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Makes suggestions and offers criticisms with discretion</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Responds reasonably and acts appropriately upon constructive criticism</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engages in self assessment &amp; participates in professional development activities to improve instructional effectiveness</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Takes all reasonable precautions to protect students and school property</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Techniques of Instruction: (Point Values: 0=6; P=3; N=2.5; U=0)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demonstrates knowledge of subject matter</td>
<td>6</td>
<td>3</td>
</tr>
<tr>
<td>Uses instructional time efficiently</td>
<td>3</td>
<td>2.5</td>
</tr>
<tr>
<td>Assists students to class work and maintains academic focus</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Uses appropriate and presents content appropriate to subject area and students' abilities while using appropriate strategies for teaching students from diverse cultural backgrounds, with different learning styles, and with special needs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Presents subject matter effectively using appropriate and available technology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ensures that accommodations are utilized in the delivery of instruction to meet the different learning needs in the classroom</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

An Equal Opportunity Agency

ICT10-2014 (Rev 02)
The School District of Osceola County, Florida
Instructional Assessment Form

Employee: ___________________________ ID# _________________

0 = Outstanding  P = Proficient  N = Needs Improvement  U = Unsatisfactory

Check the appropriate rating in each area

<table>
<thead>
<tr>
<th>Areas of Assessment</th>
<th>Self</th>
<th>Admin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Techniques of Instruction (Point Values: 0=0; P=3; N=2.5; U=0) continued</td>
<td>O</td>
<td>P</td>
</tr>
<tr>
<td></td>
<td>N</td>
<td>U</td>
</tr>
</tbody>
</table>

INTERSECTION TOTAL POINTS(Max. 70)

| Classroom Management (Point Values: 0=0; P=3; N=2.5; U=0) | O    | P     |
|                                                           | N    | U     |

INTERSECTION TOTAL POINTS(Max. 20)

Date of Self Assessment ___________________________ Teacher Signature ___________________________

Overall Evaluation Ratings: 0=Outstanding  P=Proficient  N=Needs Improvement  U=Unsatisfactory

Instructional Personnel are expected to meet or exceed satisfactory (proficient) standards in every aspect of their performance and to strive to achieve outstanding ratings in all appropriate competencies. The score for achieving all "Proficient" ratings is 106 and is the minimum standard for all teachers.

NOTE: The signature of the teacher does not necessarily imply agreement with this assessment, but rather acknowledges that it has been discussed with the teacher.

Teacher comments and/or suggestions:

Evaluator’s Comments and/or Suggestions:

Signature of Evaluator: ___________________________ Date ________________

Signature of Teacher: ___________________________ Date ________________

An Equal Opportunity Agency

Page 2 of 2
The School District of Osceola County, Florida
Instructional Support Assessment Form

Fall Cycle  Spring Cycle  School Year:______________________________
Employee: ___________________________  ID #: ___________________()_____ Annual  PSC/CC
Worksites: ___________________________  Contract Status: _______________________

0 = Outstanding  P = Proficient  N = Needs Improvement  U = Unsatisfactory
Check the appropriate rating in each area.

<table>
<thead>
<tr>
<th>Areas of Assessment</th>
<th>Self</th>
<th>Admin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>O</td>
<td>P</td>
</tr>
<tr>
<td>Instructional Impact (Point Values: 0=10; P=6; N=4.5; U=0)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coordinates activities consistent with state board rules, statutes, district policies, goals and school improvement plans to promote increased student achievement.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ENTER SECTION TOTAL POINTS: Max 10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Planning and Preparation (Point Values: 0=4; P=2; N=1.5; U=0)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Uses time efficiently</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>Helps plan and provide learning activities and workshops for other professionals and parents/customers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performs responsibilities with a minimum of supervision</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Completes records and reports accurately and in a timely fashion</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ENTER SECTION TOTAL POINTS: Max 10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Behaviors (Point Values: 0=2; P=1; N=0.5; U=0)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engages in self-assessment and participates in professional development activities to improve instructional effectiveness</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Follows standards of ethical conduct and best practices</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Establishes and follows through on appropriate priorities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assesses and selects instructional materials, equipment and technology for maximum effectiveness</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seeks and uses collaborative consultations with colleagues and administrators</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Selects and uses appropriate intervention resources, assessment, materials and activities that demonstrate sensitivity to diversity, rights and culture awareness</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accurately interprets student data</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advocates for the needs of students</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintains confidentiality with regard to records and oral and written communications</td>
<td></td>
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</tr>
<tr>
<td>Participates in appropriate meetings and/or activities within the school and district</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepares and submits appropriate comprehensive written reports</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is prompt in reporting to school and to assigned duties</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ENTER SECTION TOTAL POINTS: Max 36</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Relationships: (Point Values: 0=6; P=3; N=2.5; U=0)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Collaborates with school personnel, parents, and other professional and agency representatives, demonstrating respect for different points of view</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintains flexibility in performance of responsibilities</td>
<td></td>
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</tr>
<tr>
<td>Operates as a team member and/or assumes a leadership role as appropriate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consults with administrators staff on a regular basis</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Responds to students, parents/carers and staff in an appropriate and timely manner</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Keeps self and colleagues informed of new developments and issues affecting the profession, including up-to-date research</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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04/22/09
### Professional Relationships (Point Values: 0-8; P=3; NI=2.5; U=0) continued

<table>
<thead>
<tr>
<th></th>
<th>O</th>
<th>P</th>
<th>N</th>
<th>I</th>
<th>U</th>
</tr>
</thead>
<tbody>
<tr>
<td>Self</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Admin</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

- ENTER SECTION TOTAL POINTS (Max. 3)

### Professional Competencies (Point Values: 0-6; P=3; NI=2.5; U=0)

<table>
<thead>
<tr>
<th></th>
<th>O</th>
<th>P</th>
<th>N</th>
<th>I</th>
<th>U</th>
</tr>
</thead>
<tbody>
<tr>
<td>Self</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Admin</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

- ENTER SECTION TOTAL POINTS (Max. 10)

### Communication (Point Values: 0-6; P=3; NI=2.5; U=0)

<table>
<thead>
<tr>
<th></th>
<th>O</th>
<th>P</th>
<th>N</th>
<th>I</th>
<th>U</th>
</tr>
</thead>
<tbody>
<tr>
<td>Self</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Admin</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- ENTER SECTION TOTAL POINTS (Max. 10)

### Overall Evaluation Ratings:

- O=Outstanding
- P=Proficient
- NI=Needs Improvement
- U=Unsatisfactory

#### EVALUATION RATINGS

- INITIAL: O=117.0
- INITIAL: P=117.0
- INITIAL: NI=75.0
- INITIAL: U=75.0

**MATCHED:** O=75.0

#### GRAND TOTAL

Circle One: [ ] O [ ] P [ ] NI [ ] U

**SIGNATURES**

Evaluator Comments and/or Suggestions:

Signature of Evaluator: ____________________________ Date: __________

Signature of Teacher: ____________________________ Date: __________

An Equal Opportunity Agency
The School District of Osceola County, Florida
Instructional Media Specialist Assessment Form

___ Fall Cycle  ___ Spring Cycle  School Year: _____________________________
Employee: __________________________ ID#: _____________________________
Worksite: __________________________ Contract Status: ___ Annual ___ PSG/CC

0 = Outstanding  P = Proficient  N = Needs Improvement  U = Unsatisfactory
Check the appropriate rating in each area

<table>
<thead>
<tr>
<th>Areas of Assessment</th>
<th>Self</th>
<th>Admin.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructional Impact (Point Values: 0=10; P=6; N=4.5; U=0)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provides instructional support to teachers &amp; students in accessing information necessary to enhance student achievement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ENTER SECTION TOTAL POINTS (Max. 10)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Planning and Preparation (Point Values: 0=4; P=2; N=1.5; U=0)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Uses time efficiently</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shares activities with state and district curriculum frameworks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supports district and school goals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assists teachers in selecting appropriate media for units of study in support of lesson objectives</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Selects appropriate resources, materials, programs &amp; displays related to school curriculum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Selects resources, programs &amp; displays that include cultural contributions of various groups</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ENTER SECTION TOTAL POINTS (Max. 10)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Behaviors (Point Values: 0=4; P=2; N=1.5; U=0)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adheres to State, District &amp; School policies and procedures</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Completes tasks and reports accurately, up-to-date and on time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performs in reporting to school and in carrying out school assignments</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Takes initiative and works collaboratively with students, staff members, parents and the community to maximize instructional support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performs with minimum supervision</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Initiates and responds to parent communication</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demonstrates logical thinking &amp; makes practical decisions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Makes suggestions &amp; offers criticism with discernment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Responds reasonably, tactfully &amp; appropriately upon constructive criticism</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engages in self assessment &amp; participates in professional development activities to improve instructional effectiveness</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Takes all reasonable precautions to protect students and school property</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ENTER SECTION TOTAL POINTS (Max. 20)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Competencies &amp; Techniques of Instruction: (Point Values: 0=6; P=3; N=2.5; U=0)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demonstrates knowledge of theories, techniques &amp; skills in the field of library media</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Uses and maintains library facilities effectively</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provides an atmosphere that conducts to individual inquiry, small group activities, research, and study in support of student achievement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reviews cataloging &amp; subject index and students procedures for group and individual student assignments</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prevents subject variety effectively using appropriate and available technology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Makes accommodations in the delivery of instruction to meet the different learning needs in the classroom</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ENTER SECTION TOTAL POINTS</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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04/22/09
The School District of Osceola County, Florida
Instructonal Media Specialist Assessment Form

Employee: ___________________________ ID# ___________________________

0 = Outstanding P = Proficient N = Needs Improvement U = Unsatisfactory
Check the appropriate rating in each area

<table>
<thead>
<tr>
<th>Areas of Assessment</th>
<th>Self</th>
<th>Admin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Competencies &amp; Techniques of Instruction (Point Values: 0-5; P=3; N=2.5; U=0)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Practice training for staff members in the production and use of media, multimedia and technology that support instructional goals of the school and of individual teachers.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Prepare list of newly acquired print and non-print media and multimedia equipment in a timely manner.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Presents subject matter effectively and with enthusiasm while using appropriate strategies for teaching students from diverse cultural backgrounds, with different learning styles and with special needs.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Uses praise appropriately.</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>- Establishes and maintains standards for acceptable student behavior.</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>- Circulates and audits students.</td>
<td>2.5</td>
<td>0</td>
</tr>
</tbody>
</table>

ENTER SECTION TOTAL POINTS (Max. 30)

<table>
<thead>
<tr>
<th>Resource Management (Point Values: 0-6; P=3; N=2.5; U=0)</th>
<th>Self</th>
<th>Admin</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Builds and maintains a balanced comprehensive collection of print media, non-print media, multimedia and technology to enhance student learning.</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>- Coordinates ordering and distribution of all media and services from the Instructional Media Center.</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>- Effectively utilizes the district circulation system for all print and non-print materials as well as maintains and effective circulation system for items not cataloged in the district media circulation system.</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>- Keeps up-to-date inventory of all multimedia equipment, print media, non-print media and technology by adhering to district procedures.</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>- Demonstrates skill in budgeting funds and adherence to budget guidelines.</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>- Provides assistance for processing services while adhering to copyright guidelines.</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>- Follows district procedures for proper handling of media collected.</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

ENTER SECTION TOTAL POINTS (Max. 30)

| Overall Evaluation Ratings: O=Outstanding P=Proficient N=Needs Improvement U=Unsatisfactory | | |
|-----------------------------------------------------------------------------------------------|----|
| Date of Self Assessment_________________________ Teacher Signature__________________________|

EVALUATION RATINGS
- INITIAL: "O" = 120.0
- INITIAL: "P" = 90.0
- INITIAL: "N" = 70.0
- INITIAL: "U" = 50.0

GRAND TOTAL

Circle One
- O
- P
- N
- U

Evaluator Comments and/or Suggestions:

Signature of Evaluator: __________________ Date: __________________

Signature of Teacher: __________________ Date: __________________

An Equal Opportunity Agency

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04/22/09
Instructional Assessment - Observable Behaviors

The teacher assessment form divides observable teacher behaviors into five categories: Planning and Preparation, Professional Behaviors, Techniques of instruction, and Classroom Management. This document contains questions/statements designed around those observable teacher behaviors. These sample sets are intended as guides, they are NOT all-inclusive. Affirmative answers to these questions MAY partially or fully indicate satisfactory teaching practice relative to these categories. Awareness of these questions will almost certainly help both teachers and administrators to make improvements in instruction.

Observable behaviors with a possible rating of Outstanding are considered instructional practices which have a direct impact on student achievement.

INSTRUCTIONAL EFFECTIVENESS

Promotes academic learning which designed to improve student performance.

- Do student portfolios indicate improvement in student performance?
- Do grades reflect student learning?
- Does data indicate improvement in student performance?
- Data to be considered may include student results on:
  - Pre-tests and post-tests
  - Benchmark tests
  - Final examinations
  - Other tests as appropriate
- Does the teacher provide comprehensive instruction to enable every student to meet the performance required of students in Florida’s public schools?
- Does the teacher provide comprehensive instruction in effective learning procedures, study skills, and test-taking strategies?
- Does the teacher assist students to develop skills in accessing and interpreting information from multiple sources, e.g., library media center use, and/or multiple electronic sources?
- Does the teacher assist students to use fully the resources available to them and the strengths they already possess?
- Does the teacher recognize the importance of family and family structure to the individual learner and use knowledge of the student’s family situation to support individual learning?

The outstanding teacher provides extensive evidence that he or she establishes baseline data for his or her students, determines academic needs of those students, develops curriculum interventions necessary to improve student performance, and demonstrates that learning gains did occur.

PLANNING AND PREPARATION

Plans effective lessons consistent with State Standards and District Frameworks

- Does the teacher utilize State and District adopted objectives?
- Do lesson objectives correlate with State and District objectives?
- Does the teacher develop student performance outcomes, benchmarks, and evidence of adequate progress required to guide planning for instruction?
- Does the teacher integrate student performance and outcomes into lesson designs and delivery strategies?
- Does the teacher create approaches to learning that are interdisciplinary and that integrate multiple subject areas?

Identifies lesson objectives appropriate for the level of achievement of individual students based on curriculum goals

- Has the teacher determined the level of ability and achievement of the students?
- Do lesson plans provide for levels of ability and alternate styles of learning?
- Does the teacher develop instructional curriculum with attention to learning theory, subject matter structure, curriculum development, student development, and first and second language acquisition processes?
- Does the teacher draw upon an extensive repertoire of activities that have proved successful in engaging and motivating students at appropriate developmental levels?
- Does the teacher make appropriate provisions for individual students based upon their learning styles, needs and developmental levels?
- Does the teacher analyze student performance standards to identify associated higher-order thinking skills, and design learning and performance strategies to evoke these higher-order skills?
- Does the teacher plan activities that promote high standards through a climate that enhances and expects continuous improvement?
- Does the teacher demonstrate the use of differentiated instruction in the classroom?

The outstanding teacher provides extensive evidence that he or she draws upon a repertoire of activities that
have proved successful in engaging and motivating students with different learning styles, needs, and developmental levels.

- The outstanding teacher provides extensive evidence that he or she modifies plans and employs strategies while a lesson is in progress to take advantage of unexpected opportunities and to re-engage students who are off task.

Selects appropriate resource materials and activities related to effective lesson objectives
- Do supplemental materials offer further breadth and depth to the lesson?
- Are different learning styles represented by resource materials (audio, visual, motor, etc.)?
- Does the teacher recognize the developmental level of each student as indicated by behaviors, writings, drawings, etc., and other responses?
- Does the teacher use appropriate school, family, and community resources to help meet all students’ learning needs?
- Does the teacher provide learning situations which will enable students to gain the knowledge and practice the skills needed for success as an adult?
- Does the teacher plan activities that utilize a variety of support and enrichment activities and materials?
- Does the teacher modify the visual and physical environment to correspond with the planned learning activity, lesson content, and needs of all students?
- Does the teacher plan for the utilization of community resources in classroom activities, e.g., world of work, civic leaders, fine arts?
- Does the teacher use the community to provide students with a variety of experiences to examine and explore career opportunities?
- Does the teacher work effectively with school volunteers to promote student interest, motivation, and learning?

Selects effective lesson materials and activities that include cultural contributions of various groups
- Does the teacher utilize the cultural and linguistic diversity and experiences of individual students to enrich instruction of the whole group?
- Does the teacher provide a range of activities to meet the various students’ learning styles and cultural and linguistic backgrounds?
- Does the teacher use appropriate materials, technology, and resources to assist all students to learn?
- Does the teacher select and use appropriate materials and resources that reflect contributors that are multicultural?

Sequences the use of materials and activities for effective lesson planning
- Have the materials for lessons been acquired and arranged as part of the planning process?
- Does the teacher present concepts and principles at different levels of complexity so that they are meaningful to students at varying levels of development?
- Does the teacher use the references, materials, and technologies of the subject field in a manner appropriate to the developmental stages of the learners?
- Is there a logical sequence of learning activities - from simple to more complex?

Includes effective measurement procedures to assess student attainment of lesson objectives
- Does the teacher use a variety of methods to determine if the students have mastered the objectives (e.g., written tests, verbal questioning)?
- Does the assessment procedure measure mastery of the particular objective being learned?
- Does the teacher develop student performance, outcomes, benchmarks, and evidence of adequate progress required to guide planning for instruction?
- Does the teacher diagnose students’ readiness to learn and their individual learning needs, plan appropriate intervention strategies?
- Does the teacher use multiple perspectives to diagnose student behavior problems and devise solutions?
- Does the teacher assess individual and group performance to design instruction that meets students’ current needs in the cognitive, social, linguistic, cultural, emotional, and physical domains?
- Does the teacher employ performance-based assessment approaches to determine students’ performance of specified outcomes?
- Does the teacher assist students in maintaining portfolios of individual work and in their progress toward performance outcomes?
- Does the teacher modify instruction based upon assessed student performance?
- Does the teacher guide self-assessment by students and assists them in devising personal plans for reaching the next performance level?
- Does the teacher maintain observational and anecdotal records in the course of monitoring students’ development?
- Does the teacher select, administer, and interpret various informal and standardized instruments for assessing students’ academic performance and social behavior?
- Does the teacher review assessment data about individual students to determine their entry-level skills.
deficiencies, academic and language development progress, and personal strengths, in order to modify instruction-based assessment?

The outstanding teacher provides extensive evidence that he or she designs a variety of performance-based assessment strategies, adapting to physical, cultural, linguistic, cognitive and social diversity to determine students' performance of specified outcomes and to modify subsequent instruction.

PROFESSIONAL BEHAVIORS

Adheres to State, District, and School policies and procedures
- Is the teacher knowledgeable of rules and regulations governing employment and the fulfillment of responsibilities?
- Does the teacher meet all contractual obligations?
- Does the teacher use proper procedures to question a policy?
- Does the teacher make reasonable effort to protect students from conditions harmful to learning and/or to the students' mental and/or physical health and/or safety?
- Does the teacher encourage students' independent actions in pursuit of learning?
- Does the teacher provide for students' access to diverse points of view?
- Does the teacher take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which he/she is affiliated?
- Does the teacher refrain from intentionally distorting or misrepresenting facts concerning an educational matter in direct or indirect public expression?
- Does the teacher refrain from using institutional privileges for personal gain or advantage?
- Does the teacher maintain honesty in all professional dealings?
- Does the teacher refrain from, on the basis of race, color, religion, gender, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, social and family background, denying to a colleague professional benefits or advantages or participation in any professional organization?
- Does the teacher support a colleague's right to exercise political or civil rights and responsibilities?
- Does the teacher accept and value students from diverse cultures and linguistic backgrounds; treat all students equitably?
- Does the teacher create a learning environment in which all students are treated equitably?
- Does the teacher help students develop shared values and expectations that create a climate of openness, mutual respect, support, and inquiry?
- Does the teacher adhere to District guidelines for grooming and dress?

Has knowledge of and supports the school improvement plan
- Does the teacher attend grade level, departmental, and/or faculty meetings in which the School Improvement Plan is discussed?
- Does the teacher adhere to and support elements of the plan as determined by the SIT at the individual school site?
- Does the teacher function as a facilitator in the school; actively applying accepted principles and strategies for affecting change?
- Does the teacher work in general group settings and in focus groups in cooperation with other educators and families to analyze the effectiveness of instruction in the school and to develop improvement strategies?
- Does the teacher participate in the development of improvement plans that support the overall school improvement plan, including implementation and evaluation of individual effectiveness?
- Does the teacher use knowledge of continuous quality improvement to assist the school community in managing its own school improvement efforts?

Is punctual in reporting to school and to assigned duties
- Does the teacher report to assigned duties on time?
- Does the teacher arrive at school on time?

Observes confidentiality relating to students, teachers, parents, and school personnel
- Is the teacher aware and observant of rules and regulations regarding privacy and confidentiality?
- Does the teacher serve as a student advocate in the school and during interactions with the social, legal, and health agencies in the community?
- Does the teacher recognize in students overt signs of child abuse and severe emotional distress; take appropriate intervention, referral and reporting actions?
- Does the teacher recognize in students overt signs of alcohol and drug abuse; take appropriate intervention, referral and reporting actions?
Performs with minimum supervision
- Are assigned class and out-of-class duties completed responsibly?
- Does teacher behavior demonstrate understanding of and compliance with written instructions?

Clearly conveys to parent their student’s academic achievement and classroom behavior
- Are records of parent conferences available?
- Does the teacher come to parent conferences prepared with requested information?
- Is response to a parent note/phone call/question prompt and professionally made?
- Does the teacher establish and maintain a positive collaborative relationship with students’ families to increase student achievement?
- Does the teacher establish positive interaction in the learning environment that uses incentives and consequences for students to promote excellence?
- Does the teacher establish positive interactions between teacher and students in all areas?
- Does the teacher communicate procedures/behaviors effectively, in both verbal and nonverbal styles, with all students, including those with handicapping conditions and those of varying cultural and linguistic backgrounds?
- Does the teacher communicate with and challenge all students in a positive and supportive manner?
- Does the teacher communicate to all students high expectations for learning?
- Does the teacher maintain standards of mutually respectful interaction during individual work, cooperative learning, and whole group activities?
- Does the teacher provide all students with opportunities to learn from each other?
- Does the teacher motivate, encourage, and support individual and group inquiry?
- Does the teacher encourage students’ desire to receive and accept constructive feedback on individual work and behavior?
- Does the teacher communicate with colleagues, school and community specialists, administrators, and families consistently and appropriately?
- Does the teacher develop short and long term personal and professional goals relating to communication?
- Does the teacher communicate with students, families, and the community to assess the relevance of the curriculum and adequacy of student progress toward standards?
- Does the teacher work to improve his/her own professional judgment and the ability to articulate it to colleagues, families, and the business community?
- Does the teacher confer with students and their families to provide explicit feedback on student progress and to assist families in guiding students in academic and personal growth?
- Does the teacher propose ways in which families can support and reinforce classroom goals, objectives, and standards?
- Does the teacher communicate with families, including those of culturally and linguistically diverse students, to become familiar with the students’ home situations and backgrounds?
- Does the teacher communicate individual student progress knowledgeably and responsibly, based upon appropriate indicators, to the student, his/her family, and colleagues—using terms that the student and family understand?

The outstanding teacher provides extensive evidence that he or she implements an interactive communication system in which teachers, parents, and students can support and reinforce classroom goals, objectives and standards.

Works cooperatively and supportively with the school staff
- Does the teacher refer students to appropriate school staff?
- Does the teacher share ideas and information with fellow workers?
- Does the teacher accommodate requests of other staff for mutual exchange of class coverage?
- Does the teacher work effectively and cooperatively with all staff members?
- Does the teacher demonstrate respect for diverse perspectives, ideas, and options and encourage contributions from an array of school and community sources including communities whose heritage language is non-English?
- Does the teacher work to empower school-based personnel as they manage the continuous improvement process?
- Does the teacher utilize strengths and attributes of colleagues based on their experience, status, education, and other unique strengths/attributes; adjust professional relationships accordingly?
- Does the teacher work to improve his/her own professional judgment and the ability to articulate it to colleagues, families, and the business community?
- Does the teacher cooperatively work with colleagues in planning for instruction?
- Does the teacher serve as a student advocate in the school and during interactions with the social, legal, and health agencies in the community?
Demonstrates logical thinking and makes practical decisions
- Do the teacher’s decisions contribute to realistic solutions?
- Does the teacher sense probable outcomes and make reliable decisions based on the facts and circumstances involved?
- Do the teacher’s decisions maintain safety and optimal learning conditions for the students?
- Does the teacher see himself as a steward of the school, of public education, and of our national heritage with its multicultural dimension, work to articulate these positions in a manner appropriate to the situation?

Makes suggestions and offers criticism with discretion
- Do the teacher’s suggestions or criticisms foster cooperative, professional relationships?
- Does the teacher use the principles of continual quality improvement when assessing own performance?

Responds reasonably to and acts appropriately upon constructive criticism
- Does the teacher respond to criticism with suggestions for improvement?
- Does the teacher make efforts toward improvement?

Engages in self-assessment and participates in professional development activities to improve instructional effectiveness
- Does the teacher participate in inservice/professional development activities to continue professional growth of teaching skills?
- Does the teacher use the principles of combined quality improvement when assessing own performance?
- Does the teacher recognize students exhibiting potentially disruptive behavior and offer alternate strategies?
- Does the teacher keep abreast of developments in instructional methodology, learning theories, second language acquisition theories, psychological and sociological trends, and subject matter in order to facilitate learning?
- Does the teacher show evidence of continuous reflection on and improvement of his/her performance relative to teaching/learning activities, which results in an increased capacity to facilitate learning for all students?
- Does the teacher continue to expand his/her own repertoire of professional experiences, e.g., publishing, conducting inservice activities, mentoring colleagues, providing leadership in professional associations, utilizing research appropriately?
- Does the teacher work as a member of a learning community—investigating problematic conditions, working as teacher-as-researcher, behaving as a reflective practitioner, etc.?
- Does the teacher develop short and long term personal and professional goals relating to continuous professional development?
- Does the teacher use data from his/her own learning environments (e.g., classroom observation, audio/video recordings, student results and feedback, and research) as a basis for reflecting upon and experimenting with personal teaching practices?
- Does the teacher create and monitor a personal professional development plan to guide his/her own improvement?
- Does the teacher develop short and long term personal and professional goals relating to critical thinking?
- Does the teacher develop short and long term personal and professional goals relating to diversity?
- Does the teacher develop short and long term personal and professional goals relating to human development and learning?
- Does the teacher develop short and long term personal and professional goals relating to knowledge of subject matter?
- Does the teacher develop short and long term personal and professional goals relating to learning environments?
- Does the teacher adjust instruction based upon reflection upon his/her own practice?
- Does the teacher develop short and long term personal and professional goals relating to planning?
- Does the teacher develop short and long term personal and professional goals relating to the roles of a teacher?
- Does the teacher develop short and long term personal and professional goals relating to technology integration?

The outstanding teacher provides extensive evidence that he or she works as a member of a learning community and contributes to the profession by expanding his or her own repertoire of professional experiences, i.e., publishing, conducting inservice activities, mentoring/coaching colleagues, providing leadership in professional associations, and utilizing research appropriately.
Takes all reasonable precautions to protect students and school property
- Are materials, furniture, and equipment maintained and stored in an orderly, useful manner?
- Are safety hazards absent from the room?
- Does the teacher create positive learning experiences by arranging and managing the physical environment to facilitate student learning outcomes?

TECHNIQUES OF INSTRUCTION

Demonstrates knowledge of subject matter
- Does the teacher give or engage students in giving a concept definition, examples, non-examples, attributes and/or distinguish this concept from related concepts?
- Does the teacher state the principle and engage students in analyzing both cause and effect?
- Does the teacher state the rule and describe the situation to which the rule applies and engage students in application?
- Does the teacher develop criteria and evidence for a value judgment?
- Does the teacher communicate accurate knowledge of subject matter in a comprehensible manner using language and style appropriate to the learners?
- Does the teacher demonstrate a breadth of subject matter knowledge that enables students to approach and to interrelate topics from a variety of perspectives, interests, and points of view?
- Does the teacher maintain currency in regard to changes in the subject field?
- Does the teacher demonstrate a breadth of subject matter knowledge that enables him/her to collaborate with colleagues from other subject fields in the integration of instruction?

The outstanding teacher demonstrates evidence of his/her breadth of subject knowledge that enhances collaboration with colleagues in their subject field as well as other subject fields for the integration of instruction.

The outstanding teacher develops short and long-term personal and professional goals relating to knowledge of subject matter, and demonstrates extensive documented evidence of continuing education courses, which keeps him/her abreast of changes in his/her subject matter and School Improvement Plan objectives.

The outstanding teacher demonstrates clear, concise and consistent evidence of an expanded repertoire of teaching skills which include a variety of means to assist student learning as shown by a preponderance of evidence that he or she has met ALL Personnel Assessment criteria in Section III a, b, d and e.

Uses instructional time efficiently
- Does the teacher promptly engage students in an instructional task?
- Does the teacher use learning materials in an efficient manner that maximizes instructional time?
- Does the teacher regularly challenge students to higher levels of learning and achievement?
- Does the teacher use student performance data as a formative tool when making decisions regarding instruction?
- Does the teacher guide students in making self-assessments of their academic performance?
- Does the teacher establish high standards of student performance for all students?
- Does the teacher emphasize quality over quantity when assessing student performance?
- Does the teacher guard the use of time:
  - use learning time effectively,
  - maintain instructional momentum, with smooth and efficient transitions,
  - make effective and efficient use of such time as must be utilized in the learning environment for administrative and organizational activities,
  - maintain academic focus or students by use of varied motivational devices, and
  - provide clear directions for instructional activities and routines?

The outstanding teacher develops short and long-term personal and professional goals relating to knowledge of subject matter, and demonstrates extensive documented evidence of continuing education courses, which keeps him/her abreast of changes in his/her subject matter and School Improvement Plan objectives.

The outstanding teacher demonstrates clear, concise and consistent evidence of an expanded repertoire of teaching skills which include a variety of means to assist student learning as shown by a preponderance of evidence that he or she has met ALL Personnel Assessment criteria in Section III a, b, d and e.

Orients students to class work and maintains academic focus
- Does the teacher state the purpose of the class work or list what students are expected to learn?
- Does the teacher provide a smooth academic transition from one part of the lesson to another?
- Does the teacher stimulate students’ reflection on previously acquired knowledge and link new knowledge and
Uses vocabulary and presents content appropriate to the subject area and to the students' abilities, while using appropriate strategies for teaching students from diverse cultural backgrounds, with different learning styles, and with special needs

- Does the teacher use vocabulary that is appropriate for the content being taught?
- Does the teacher present new vocabulary with definitions (or essential attributes), examples, and non-examples?
- Does the teacher provide for practice of new vocabulary?
- Does the teacher use a variety of instructional strategies to meet the needs of culturally diverse students (for example, cooperative learning, small groups, collaborative assignments, paired readings)? Does the teacher demonstrate tolerance for divergent points of view when instructing students?
- Do lessons include a variety of activities that address different learning styles, including visual, auditory, and kinesthetic/tactile learners?
- Does the teacher make adjustments to instructional strategies to provide for students with special needs (for example, size and form of materials, classroom arrangement, sequencing of content, grouping of students, individual learning space, presentation of subject matter)?
- Does the teacher use appropriate teaching techniques and strategies to effectively instruct all students?

The outstanding teacher develops short and long-term personal and professional goals relating to knowledge of subject matter, and demonstrates extensive documented evidence of continuing education courses, which keeps him/her abreast of changes in his/her subject matter and School Improvement Plan objectives.

The outstanding teacher demonstrates clear, concise and consistent evidence of an expanded repertoire of teaching skills which include a variety of means to assist student learning as shown by a preponderance of evidence that he or she has met ALL Personnel Assessment criteria in Section III a, b, d and e.

Presents subject matter effectively using appropriate and available technology

- Does the teacher evidence in lesson presentation that student readiness has been considered in choice of content and materials used?
- Does the teacher pace activities within the lesson according to the abilities of the students so that all students are appropriately challenged?
- Does the teacher conduct a beginning/ending review?
- Does the teacher treat concepts completely, definition (or essential attributes), examples, and non-examples?
- Does the teacher provide for appropriate practice when presenting academic rules, laws, or principles?
- Does the teacher make smooth academic transitions and connect relevant parts of the subject matter?
- Does the teacher use advance organizers or other forms of lesson organization so that students see relevant parts as connected and a part of the greater whole?
- Does the teacher model divergent thinking and/or reinforce divergent, creative, and critical thinking?
- Does the teacher encourage multiple responses, approaches, and/or solutions for student academic tasks?
- Does the teacher ask probing and redirected questions of all students?
- Does the teacher value substance over form when students respond?
- Does the teacher provide for students with different learning styles?
- Does the teacher choose varied teaching strategies, materials, and technologies to expand students’ thinking abilities?
- Does the teacher assist students in selecting projects and assignments that involve the need to gather information and solve problems?
- Does the teacher pose problems, dilemmas, and questions in lessons that involve value knowledge and that require evaluative thinking?
- Does the teacher assist students in applying the rules of evidence that govern the acceptability of judgments and conclusions?
- Does the teacher guide students in evaluating the plausibility of claims or interpretations in the field of study?
- Does the teacher vary his/her role in the instructional process (instructor, coach, mentor, facilitator, audience, critic, etc.)? In relation to the purposes of instruction and the students’ needs, including linguistic needs?
- Does the teacher monitor students’ work and adjust strategies in response to learners’ needs and successes in creative thinking activities?
- Does the teacher use technology and other appropriate tools to extend the learning environment for students?
- Does the teacher create positive learning experiences by designing appropriate instructional activities for individual and/or small and large group settings to meet cognitive, linguistic and affective needs? By organizing instruction to include cooperative, student-directed groups?
- Does the teacher provide comprehensive instruction to enable every student to meet the performance required of students in Florida’s public schools?
- Does the teacher represent concepts through more than one method, such as analogies, metaphors, graphics,
Instructional Assessment - Observable Behaviors

models, and concrete materials?

- The outstanding teacher develops short and long-term personal and professional goals relating to knowledge of subject matter, and demonstrates extensive documented evidence of continuing education courses, which keeps him/her abreast of changes in his/her subject matter and School Improvement Plan objectives.

- The outstanding teacher demonstrates clear, concise and consistent evidence of an expanded repertoire of teaching skills which include a variety of means to assist student learning as shown by a preponderance of evidence that he or she has met ALL criteria in the Techniques of Instruction section indicators 1, 2, 4 and 5. [1. Demonstrates knowledge of subject matter, 2. Uses instructional time efficiently, 4. Uses vocabulary and presents content appropriate to subject area and student abilities while using strategies for teaching students from diverse cultural backgrounds, with different learning styles and with special needs, and 5. Presents subject matter effectively using appropriate and available technology.]

Evident that accommodations are utilized in the delivery of instruction to meet the different learning needs in the classroom

- Does the teacher utilize differentiated instruction in the classroom?
- Does the teacher use instructional techniques that utilize all of the different learning modalities?
- Does the teacher utilize techniques appropriate to LEP and/or ESE students?

- The outstanding teacher provides significant and consistent evidence of differentiated instruction, the incorporation of variety of methods of instructional delivery which address different learning modalities, employs strategies of RTI and provides for the unique needs of ELL and ESE students.

Gives direction in a clear, concise manner

- Does the teacher give clear academic directions about what the students are going to do?
- Do directions for seatwork/homework include clarification of specific expectations such as how the assignment is to be done, when it is to be finished and the form in which it is to be presented when complete?

Uses appropriate questioning techniques

- Does the teacher ask single factual questions that require the student to recognize or recall information?
- Does the teacher ask questions that require the student to explain, to compare and contrast, to justify evaluations, to give evidence to support hypotheses or claims, to formulate categories or their criteria, to systematize or synthesize information, or to define and solve problems?
- Does the teacher ask probing questions?

- The outstanding teacher provides consistent evidence of the effective balance of lower/higher order questioning and regularly demonstrates questioning techniques which stimulate higher order thinking in students.

Uses students’ responses/amplifies/gives feedback

- Does the teacher rephrase a response to clarify or show acceptance? Does the teacher expand an answer to add information?
- Does the teacher correct a student’s mistake by providing cues to clarify the problem, by giving assistance with procedures for working out a correct solution, or by simply giving the correct answer?
- Does the teacher create positive learning experiences by monitoring learning activities and/or providing feedback and reinforcement to students?

Uses praise appropriately

- Is praise used for specific instances of academic behavior rather than student conduct?

Checks for comprehension during instruction

- Does the teacher ask questions to ascertain if lesson content is understood?
- Does the teacher restate information if students misunderstand?
- Does the teacher use student feedback to adjust the lesson content, if indicated?

Holds students accountable for and gives appropriate feedback on seatwork/homework in a timely fashion

- Does the teacher correct and return seatwork/homework?
- Does the teacher discuss corrected seatwork/homework?
- Does the teacher grade student work (tests, homework/seatwork) in a timely fashion?

- The outstanding teacher provides feedback to students soon after the assessed task (seatwork/homework/test) in order to provide the greatest impact on learning.
Instructional Assessment - Observable Behaviors

Circulates and assists students during seat work
○ Does the teacher move about the room in order to be available to assist students needing help?
○ Does the teacher move about the room to determine that students are working on their assignments?

Utilizes strategies to enhance student engagement
○ Does the teacher use facial expressions to show zest or positive feelings about the subject matter?
○ Does the teacher have eye contact with students to show excitement, interest, warmth?
○ Does the teacher use voice quality, volume, rate and animation to make presentations dynamic?
○ Does the teacher utilize appropriate instructional strategies for authentic student engagement?

Uses effective traditional and alternative assessment procedures that provide for individual, ethnic and cultural differences of students
○ Does the teacher minimize testing bias whenever possible?
○ Does the teacher provide for special assistance for students working below expectation?
○ Are test items analyzed, especially when incorrect response rate is high?
○ Does the teacher analyze test results, especially when incorrect response rate is high?
○ Are individual student performance deficiencies analyzed and strategies for improvement implemented?
○ Does the teacher analyze individual student performance deficiencies and provide strategies for improvement?
○ Does the teacher use a variety of assessment instruments (for example, traditional tests, observations, journals, interviews, self evaluations, demonstrations, and portfolios)?
○ Does the teacher provide opportunities for students to demonstrate their knowledge in real life contexts?
○ Does the teacher assess process as well as product?
○ Does the teacher diagnose students’ readiness to learn and their individual learning needs; plan appropriate intervention strategies?
○ Does the teacher use multiple perspectives to diagnose student behavior problems and devise solutions?
○ Does the teacher recognize students exhibiting potentially disruptive behavior and offer alternate strategies?
○ Does the teacher assess individual and group performance to design instruction that meets students’ current needs in the cognitive, social, linguistic, cultural, emotional, and physical domains?
○ Does the teacher employ performance based assessment approaches to determine students’ performance of specified outcomes?
○ Does the teacher assist students in maintaining portfolios of individual work and in their progress toward performance outcomes?
○ Does the teacher modify instruction based upon assessed student performance?
○ Does the teacher guide self-assessment by students and assist them in devising personal plans for reaching the next performance level?
○ Does the teacher maintain observational and anecdotal records in the course of monitoring students’ development?
○ Does the teacher select, administer, and interpret various informal and standardized instruments for assessing students’ academic performance and social behavior?
○ Does the teacher review assessment data about individual students to determine their entry-level skills, deficiencies, academic and language development progress, and personal strengths, in order to modify instruction-based assessment?
○ Does the teacher communicate individual student progress knowledgeably and responsibly, based upon appropriate indicators, to the student, his/her family, and colleagues–using terms that the student and family understand?

The outstanding teacher provides extensive evidence that he or she continually reviews and assesses data gathered from a variety of sources and develops students’ instructional plans that meet cognitive, social, linguistic, cultural, emotional, and physical needs.

Uses supportive data to arrive at a grade or indication of student progress
○ Does the teacher have a clear, consistent grading procedure?
○ Are student progress checks frequent, written and accurate?
○ Are a variety of evaluative techniques used to establish student progress?
○ Are grades reviewed with students and/or parents?
○ Are both strengths and weaknesses diagnosed for learners?
○ Is cumulative grade information available during the grading period, rather than only at the end?

Uses technology to manage systems of instruction, record keeping, and reporting systems where appropriate and available
○ Does the teacher use technology in managing systems of instruction and in record keeping and reporting.
Instructional Assessment - Observable Behaviors

when technology is appropriate and available?
- Does the teacher use technology and other appropriate tools to extend the learning environment for students?
- Does the teacher utilize appropriate learning media, computer applications, and other technology to address students’ needs and learning objectives?
- Does the teacher utilize instructional and other electronic networks to provide students with opportunities to gather and share information with others?
- Does the teacher use a wide range of instructional technologies, such as CD-ROM, interactive video, videotaping, and electronic libraries to enhance the subject matter and assure it is comprehensible to all students?
- Does the teacher continually review and evaluate educational software to determine its appropriateness for instruction and management? Share findings with others?
- Does the teacher teach students to use available computers and other forms of technology at the skill level appropriate to enable success and maintain interest?
- Does the teacher use appropriate technology to construct teaching materials e.g., construct assessment exercises, prepare programmed instruction, use word processing, produce graphic materials, etc.?
- Does the teacher use appropriate technologies to create and maintain databases for monitoring student attendance, behavior, and progress toward specified performance standards?
- Does the teacher provide instruction at the appropriate level by identifying and using standard references, discovering other learning resources, gathering data and anecdotal information, and accessing computer data banks?
- Does the teacher work with available technical and instructional specialists to collaborate on instructional design and delivery?

CLASSROOM MANAGEMENT

Establishes and maintains standards for appropriate student behavior
- Are classroom behavior rules made clear from the first day?
- Are classroom rules written or posted?
- Are classroom disruptions handled efficiently and with a minimum of interruption?
- Does the teacher manage student behavior in various learning environments by establishing smooth and efficient routines? Involving students in establishing standards for behavior? Applying rules and standards consistently and equitably? Sharing learning environment management responsibilities with students?

◆ The outstanding teacher provides opportunities for students to be accountable for own behavior.

Maintains instructional momentum
- Does the teacher begin promptly and organize materials efficiently, so that instructional momentum is maintained?
- Does the teacher redirect the attention of off-task students?
- Does the teacher plan activities that engage students in learning activities and employ strategies to re-engage students who are off task?
- Does the teacher provide for instructional flexibility by adapting plans while a lesson is in progress to address unexpected problems or to benefit from unexpected opportunities?
- Does the teacher foster student responsibility, appropriate social behavior, integrity, valuing of diversity, and honesty by role modeling and through learning activities?
- Does the teacher recognize students exhibiting potentially disruptive behavior and offer alternate strategies?

Stops misconduct using effective, appropriate techniques
- Does the teacher attend to the task and to disruption simultaneously?
- Does the teacher direct the offending student to the task at hand without expressing negativism or anger?

◆ The outstanding teacher provides consistent evidence of effective policies, rules and procedures in their classroom. Student behavior in the classroom is reflective of their knowledge of the established policies, rules and procedures.

Exhibits consistency when dealing with student behavior
- Are students of varying academic, economic, or social backgrounds treated consistently when behavior problems arise?

Enhances and maintains student dignity
- Does the teacher express a warm, positive attitude toward students?
Instructional Assessment - Observable Behaviors

- Does the teacher provide corrective feedback to students without belittling and/or demeaning their conduct and all their responses?
- Does the teacher create positive learning experiences by monitoring learning activities, providing feedback and reinforcement to students?
APPENDIX G-2

Personnel Performance Plan for Teacher Development
Professional Improvement Plan

FC-710-1211
(Rev. 02/12/08)

Available on the District Website under Employee Resources and at the following hyperlink:

Click on the following or copy and paste the web address into your browser:

APPENDIX H

Florida Performance Measurement System Screening/
Summative Observation Instrument

FC-710-1010
(Rev. 02/12/08)

Available on the District Website under
Employee Resources and at the following hyperlink:

Click on the following or copy and paste the web address into your browser:

APPENDIX H-2

Instructional Support Teacher Observation Form

FC-710-1920
(Rev. 02/12/08)

Available on the District Website under Employee Resources and at the following hyperlink:

Click on the following or copy and paste the web address into your browser:

APPENDIX I
Individual Professional Development Plan

Revised 2009

Available on the Employee Portal

Click on the following or copy and paste the web address into your browser:
https://employees.osceola.k12.fl.us/PortalPasswordMaint.aspx?ra=f80fhr47
APPENDIX J

YEAR-ROUND SCHOOLS

Teachers at year-round schools shall be afforded all the rights, privileges, benefits, and protection outlined in the Master Contract between the Osceola County Education Association and the Osceola County School Board. The following items are of particular interest to teachers at year-round schools:

(1) On an on-going basis, a joint committee will review the progress of the year-round schools program.

(2) Teachers from year-round schools shall be considered first for additional employment in intersession programs for which they are certified. Teachers at year-round schools may substitute on days that are not scheduled as duty days.

(3) Each year-round school site administrator shall communicate significant District and School announcements to employees who are on intersession so that they have the opportunity to participate fully in District and School activities and programs.

(4) The intent of the Association and the School Board is that year-round school teachers beginning their employment after July 1 receive the same salary as those teaching on a traditional schedule for that school year.

(5) Year-round teachers will be afforded inservice opportunities equitable to those for teachers on the traditional calendar.

(6) All teachers will be notified of available intersession employment opportunities and afforded the opportunity to apply.

(7) The District shall notify the Association as far in advance as feasible before changing any school to or from year-round status. It is anticipated that planning for the transition of a school to or from year-round status shall begin no later than the beginning of the second semester.
APPENDIX K

ACCOUNTABILITY

In accordance with Blueprint 2000 passed by the Florida Legislature, the Board and the Association agree to participate in a program of school improvement. Individual schools are given increased responsibility to make decisions about their affairs. Teachers, along with other stakeholders, share in this responsibility to make decisions about the school and are partners in the decision making team at each individual school. Accordingly, to encourage participation of teachers in site-based decision making, the parties agree to the following:

1. District School Improvement Leadership Team

   The Association may recommend the appointment of four (4) teachers to the District School Improvement Leadership Team. Those teachers shall be representative of the ethnic, racial, and gender of the district. The team shall perform such functions as prescribed by the board and Florida Statutes.

2. School Advisory Council

   A. Since each school has officially been designated as the accountable unit for improvement, the planning process must include meaningful participation of all stakeholders -- administrators, teachers, support personnel, parents, students of middle and high schools, business/community leaders -- through School Advisory Council membership, it is the charge of the council to identify critical issues and design and implement a school improvement plan, which will initiate innovations. The School Advisory Council shall be representative of the ethnic, racial, and economic community served by the School. The members shall be elected by their constituencies and their names submitted to the Board.

   B. Teachers shall be nominated with approval of the nominee and elected by teachers. The election process shall be determined cooperatively and among all teachers approved by teachers at each school site.

   C. Teachers shall have released time to attend School Advisory Council meetings and training programs held within the school day.

3. Training and Staff Development

   Training and staff development will be provided as budgetary constraints allow. Principals may require teachers to attend training and Staff Development activities during early release days, one day of pre-planning, one day of post planning, or during the regular teacher work day if coverage is provided. Inservice points will be awarded, provided the inservice is related to school improvement or accountability, and provided the School Advisory Committee approves the required inservice activities for their school. (08/17/05)
4. Budget

Monies will be allocated to each school according to Legislative intent and as provided by the Board.

5. Waivers

If any aspect of a proposed accountability restructuring agreement is contrary to the terms of the collective bargaining agreement, a waiver must be approved by the OCTA Board of Directors, the School Improvement Leadership Team and the School Board.
APPENDIX L

SCHEDULING VARIATIONS

The Board and Association recognize that Adult and Community Education programs are intended to primarily serve the adults of the community, and to meet their needs. Classes are scheduled at times based upon the availability of those students, as such, classes may be scheduled evenings and/or weekends, sometimes resulting in split shifts or flexible schedules for instructors to insure that adequate FTE is earned to continue the programs. Teachers will be notified of their course schedule prior to the start of a term or scheduled course whenever practicable.

A committee composed of three members appointed by the Board and three members appointed by the Association president will study scheduling variations as they relate to class enrollments and earned FTE.
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