

TENTATIVE AGREEMENTS RECOMMENDED FOR RATIFICATION

SUMMARY:

Dear Teachers and Support Staff,

For the 3rd time this school year we are bringing changes to you for your consideration and vote. PEA has been working diligently on your behalf. All three groups - employees covered by the Teacher, Paraeducator, and ESP collective bargaining agreements - will vote on their contract changes. Your PEA bargaining team is recommending acceptance of these changes.

I want to take a moment to address the changes to the teacher evaluation system. There are many changes that have a significant impact. Please know these changes were mandated by the Florida Legislature in last year's State Statute 1012.34 due to SB 736. PEA worked VERY HARD to bargain in as many protections and rights as we legally could. It is these protections that allow us to recommend your acceptance.

For example, we worked to ensure appeal rights to both your EPC's and your overall evaluation — including an arbitration process when appropriate. We made sure that your EPC's reflected your actual work and NOT the extras; and, that the evaluation process would NOT add a paperwork burden NOR a portfolio requirement. We worked to ensure that if an annual contract teacher was Effective or Highly Effective they will be reappointed for the next school year as long as they have not had progressive discipline higher than a written confirmation of a verbal warning. We now have the whole system in the Collective Bargaining Agreement so changes cannot be made without bargaining and the forms that can be used are defined and cannot be added to.

Other important protections were won as well. You MUST be told if a performance concern exists AND be given feedback by your administrator as to what you need to do to improve. You will now receive electronic feedback from walk through observations, something you all expressed concern about over the years. There is now definition of how evaluators are to be certified and the fidelity of implementation that is required, and, you have appeals rights if the system is not followed. Regarding the VAM (Value Added Model) - perhaps the most worrisome issue for all - for this year the formula that is in place will result in almost every single teacher being at the highest level of effective for their student performance score. This was done to protect all teachers from potentially harmful low student performance while we further study the Value Added Model (VAM) mandated by SB736 and the DOE.

These protections and more can be found in the tentative agreements and for your convenience an "executive summary" is at the front of each of the proposed Articles and the Evaluation Manual.

One last note; PEA placed into language a proviso (see Preamble) that, should FEA prevail in the legal challenges it has filed on SB 736 and VAM, we will return to the bargaining table immediately to renegotiate. Only the EPC rubrics will stay in place while we renegotiate and no student performance data will be used and no human capital decisions will be made using this new system. We will keep you apprised as these cases work their way through the courts. It is my hope that the judicial system will see the error in these laws and in the meantime PEA will be vigilantly protecting your rights!

In solidarity,

Marianne

RECOMMENDATION:

Please note that there are two components to this ratification; the contract language and the Evaluation Manual. You are voting on both pieces as a single package in this ratification. We were able to gain valuable protections to mitigate many of concerns caused by the mandates of the Florida Legislature in State Statute. Because of these valuable protections, your bargaining team is recommending ratification of the tentative agreements.

CONTENTS:

Teacher Tentative Agreements

Teacher Evaluation Manual

KEY:

- **summary written in blue or red** outlines how the changes affect the contract. Items in **red** may be of special interest when you are reviewing the language.
- ~~Stricken language is being removed.~~
- Underlined language is being added.

The tentative agreements and full contracts are also available on the PEA website (www.polkea.org) select BARGAINING. Please take the time to thoroughly review and understand all the proposed changes. If you have any questions, please consult your PEA building rep, any member of your bargaining team, or simply call (533-0908) or e-mail (polk@floridaea.org) the PEA office for assistance.

RATIFICATION VOTE:

- March 29th & 30th - Ballots will be placed in the Courier
- April 2nd – Anyone not receiving a ballot should contact the PEA Office
- April 9th – Ballots must be received at the PEA Office no later than 5:00 PM to be counted. Counting will begin promptly at 5:00 PM and anyone may observe.

Ballots must be placed in the courier no later than the morning pickup on Friday, April 6th. If you choose not to use the courier, you may send the ballot by US Mail (**don't forget the stamp**) or hand deliver it to the PEA Office.

ARTICLE II - NEGOTIATIONS PROCEDURE

Summary of Changes:

- Requires that negotiations will be entered into if portions of Senate Bill 736 from last year is overturned or modified through legal action.

Table of Contents

2.1 Annual Negotiations

2.2 Beginning Date for Negotiations

2.3 Power and Authority of Representatives

2.4 Mediation/Special Master Costs

2.5 Regular Meetings During Term of Contract

2.6 Amending This Contract

2.1 Annual Negotiations: Negotiations will be conducted each year according to the ground rules as mutually agreed upon prior to negotiations. Ground Rules (see Appendix G) used at the previous year's sessions will serve as the basis for discussing any changes before adopting ground rules for the current negotiating sessions. Such ground rules mutually agreed upon shall assist in the orderly process for negotiations.

2.2 Beginning Date: Both parties agree that negotiations for a new contract shall commence no later than 30 days after ratification of the current collective bargaining agreement in a good faith effort to reach a contract. The Association agrees to give the Board notice of intent to negotiate a contract a minimum of sixty (60) days prior to the expiration of the contract in force at the time and also notify Public Employees Relations Commission in writing of this intent.

2.3 Power and Authority of Representatives: The parties mutually pledge that their representatives shall be vested with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

2.4 Mediation/Special Master Costs: Any cost incurred through mediation or special master will be shared equally by the Board and the Association. The expense of consultants shall be borne by the party requesting them.

2.5 Regular Meetings During Term of Contract: The Board and Association negotiating teams will meet together each month during the regular school year on a regularly set day and time for the purpose of reviewing the administration of this agreement and to resolve problems that arise there from. These meetings are not intended to bypass the grievance procedure. Further, each party shall submit to the other prior to the meeting an agenda covering what they wish to discuss. The Board and Association negotiating teams will meet to bargain over any affected section of the Contract if the amendments to Florida Statute 1012, which were enacted in 2011 by the passage of Senate Bill 736, are subsequently overturned or modified by a Court of competent jurisdiction or the Florida Legislature.

2.6 Amending This Contract: Any matter not specifically covered by this contract but of concern for one or both of the parties may be brought up for negotiations during the contract period if both parties agree that its consideration is necessary and desirable. When such a meeting results in a mutually acceptable amendment to this agreement, the amendment shall be subject to ratification by the Board and the Association, the same as is the agreement.

ARTICLE IV - TEACHER RIGHTS AND RESPONSIBILITIES

Summary of Changes:

- Added definitions for Continuing Contract (CC), Professional Service Contract (PSC), Annual Contract (AC), and Probationary Contract (PC) based upon the requirements of Florida Statutes 1012.33 and 1012.335.
- Adjusted the definition of Just Cause to reflect that Florida Statute has two different definitions depending on your contract status. Just Cause for CC and PSC teachers is statutorily defined to include two consecutive annual performance evaluation ratings of unsatisfactory, two annual performance evaluation ratings of unsatisfactory within a 3-year period, three consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory. **It should be pointed out that the “needs improvement” ratings and “unsatisfactory” ratings in the statute refer to an overall rating for the year and not a rating on a single EPC or other evaluation factor.** This expanded definition of Just Cause is not included for AC and PC teachers; however, these teachers can not be offered new contracts based on these same events.
- Adjusted the language for a teacher’s probationary period as State Statute 1012.335 increased the probationary period from 97 days to one school year. The language is now generic and the length of time will be as defined in state statutes.

Definitions:

Table of Contents

Definitions

- 4.1 Right to Organize
- 4.2 Non Denial of Rights
- 4.3 Non Discrimination
 - 4.3-1 Teachers Not Subject to Discrimination
 - 4.3-2 Teachers Not Subject to Retaliation
- 4.4 Just Cause Discipline
 - 4.4-1 Progressive Discipline
 - 4.4-2 New Hire Probationary Period
 - 4.4-3 Right to Representation
- 4.5 Reports in Personnel File
 - 4.5-1 Limit on Use of Records
 - 4.5-2 On-going Criminal Investigation
- 4.6 District Curriculum and Textbook Committees
 - 4.6-1 School Committee (See Article 6.7-1)
- 4.7 Professional Dress
- 4.8 Classroom Decorum
- 4.9 Teacher Responsibilities
- 4.10 Use of Personal Property
- 4.11 Faculty Funds
- 4.12 Teacher Orientation
- 4.13 Polk County School Board Policies
- 4.14 Forms Management Committee

Definitions:

Continuing Contract (CC): a contract issued to a teacher prior to July 1, 1984 allowing the teacher to continue in that position or a similar position on the salary schedule authorized by the School Board without the necessity for annual reappointment until such time the position is discontinued, the person resigns, his/her contract status is changed, or the teacher is terminated in accordance with Florida Statute.

Professional Service Contract (PSC): a contract issued to a teacher prior to July 1, 2011 that renews each year until such time as the person resigns, his/her contract status is changed, or the teacher is terminated in accordance with Florida Statute.

Annual Contract (AC): a contract issued to a non-probationary teacher for one year which may be renewed annually in accordance with the provisions of this collective bargaining agreement and state statute.

Probationary Contract (PC): a contract issued to a teacher during the initial year of employment in Polk County Public Schools where the teacher may be dismissed without cause or may resign without breach of contract. An employee may only be issued one Probationary Contract unless the employee was rehired after a break in service for which an authorized leave of absence was not granted. A Probationary Contract shall initially be awarded regardless of previous employment in another school district or state.

Just Cause: fair and reasonable basis for disciplinary action up to and including termination, as defined in applicable Florida Statutes specific to the contract under which the employee is employed.

Moral Turpitude: gross violation of standards of moral conduct, vileness. An act involving moral turpitude is considered intentionally evil, making the act a crime.

4.1 Right to Organize: Teachers shall have the right to self-organization for mutual protection, to form, join or assist the organization or refrain from such activity, and to bargain collectively through representatives of their own choosing.

4.2 Non Denial of Rights: The Board agrees that nothing contained herein shall be construed to deny to any teacher all rights as guaranteed by the laws and Constitution of the State of Florida and the United States.

4.2-1 County-wide Election Days: To encourage all employees to participate in local, state, and national elections, the Board agrees that no events should be scheduled outside the regular employee duty day on all County-wide Election Days.

4.3 Non Discrimination: The provisions of this agreement shall be applied without regard to race, creed, color, religion, national origin, age, gender, or marital status.

4.3-1 Teachers shall not be subject to discriminatory treatment.

4.3-2 Teachers shall not be subject to retaliation as a result of exercising any rights under this agreement.

4.4 Just Cause: No teacher will be disciplined, reprimanded, suspended, terminated or otherwise deprived of fringe benefits or contractual rights during the term of his/her contract without just cause. No teacher shall be demoted from continuing contract/professional service contract to annual contract nor be deprived of his/her contractual salary for the remainder of the contract year without just cause. No teacher will be relieved from a supplemental position during the term of that supplemental contract without just cause. Refer to 14.4-1 for discipline concerning supplemental positions. Any teacher terminated during the term of his/her contract shall be entitled to a fair hearing based on due process.

4.4-1 Progressive discipline shall be followed, except in cases where the course of conduct or the severity of the offense justifies otherwise. Unusual circumstances may justify suspension with pay. Progressive discipline shall be administered in the following steps: (1) verbal warning in a conference with the teacher. (A written confirmation of a verbal warning is not a written reprimand); (2) dated written reprimand following a

conference; (3) suspension without pay for up to five days by the Superintendent and (4) termination. "Letters of Concern" are not a form of discipline.

4.4-2 This section shall not apply during a probationary period when the employee to newly employed instructional personnel who have a 97 day probationary period, during which time the employee's contract may be terminated without cause, or the employee may resign without breach of contract in accordance with Florida Statutes.

4.4-3 A teacher shall have the right to have present a member representative of the Association and/or the Association staff during any disciplinary or investigatory conference with said teacher conducted by the principal or other designated County school official regarding the teacher's infraction of rules or delinquency in the performance of his/her professional duties. Teachers shall be notified twenty-four (24) hours in advance of such conferences when possible. When the teacher requests such representation, no disciplinary action shall be taken until representation is present. If a teacher is called upon to assist in an investigation of a principal/immediate supervisor, which was initiated by administration, that teacher shall have the right to Association representation including staff.

4.5 Reports in Personnel File: Personnel files shall be maintained in accordance with Florida Statute 1012.31. Each teacher shall receive a copy of all evaluative, reprimanding, disciplinary, complimentary, and derogatory reports to be placed in his/her personnel files at the school/department or district office. These reports shall be delivered in person, and the teacher shall sign to acknowledge receipt of them. Each teacher shall have the right to answer in writing to all evaluative, reprimanding, disciplinary, complimentary and derogatory reports. These answers shall be delivered in person and the immediate supervisor shall sign to acknowledge receipt of them. The responses then will be placed in the teacher's personnel file. The teacher and/or the Association, upon written authorization from the teacher, may review and reproduce the contents, at his/her expense, or any of same. The review shall be made in the presence of the administrator or his/her designee, responsible for the safekeeping of such file. The teacher may challenge, through the established grievance procedure, the maintenance of any document therein. At the written request of a teacher, any report in a teacher's personnel file (school/department or district office) excluding assessments or observations, that may be considered or construed by the teacher and/or Association to be reprimanding, disciplinary or derogatory will be placed in an envelope and labeled "not relevant for disciplinary purposes" and returned to the personnel file. This would be done only after three consecutive years of no serious reprimands or problems on record.

4.5-1 Any record of disciplinary action or derogatory report which has been in the file longer than three years, or any reference in the file to an incident that occurred more than three years ago, may not be used as evidence or testimony against a teacher. Cases of disciplinary action which was the result of moral turpitude or a pattern of allegations of child endangerment that results in disciplinary action by the district or professional practice services are exempted from the three year moratorium.

4.5-2 In the event of a current, on-going criminal investigation, a public criminal history may be obtained and used in determining possible disciplinary action.

4.5-3 Materials relating to work performance, discipline, suspension, or dismissal must be reduced to writing and signed by a person competent to know the facts or make the judgment. No such materials may be placed in a personnel file unless they have been reduced to writing within 45 days, exclusive of the summer vacation period, of the school system administration becoming aware of the facts reflected in the

materials. Additional information related to such written materials previously placed in the file may be appended to such materials to clarify or amplify them as needed. A copy of such materials to be added to an employee's personnel file shall be provided to the employee. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents. No anonymous letter or anonymous materials shall be placed in the personnel file. An employee has the right to answer in writing any such materials and the answer shall be attached to the file copy.

4.5-4 Except for items that are by law exempt, all material placed in the teacher's personnel file shall be available to the teacher at his/her request for inspection.

4.5-5 There shall be a single point of contact in the Human Resource Services Division for an employee or the Association to review the personnel file as defined in FL Statute. Furthermore, it is agreed that the school/worksites shall send those materials noted in 4.5-3 to the Human Resource Services Division for placement in said personnel file.

4.5-6 When statements are made against a teacher no written copies or related materials will be placed in the teacher's individual file nor any disciplinary action taken against a teacher until the teacher is made aware of the person who is making the accusation, the matter is discussed with the teacher, and the teacher has received a copy. If the principal/administrator finds that the statements or accusations are false, no record shall be maintained. Before disciplinary action is taken, the teacher shall be made aware of the person who is making the accusation and that teacher, at the discretion of the principal, shall be given opportunity to confront the accuser.

4.5-7 A memorandum will be distributed annually from the Human Resource Services Division to all administrators reviewing the expectations for personnel records set forth in Article 4.5.

4.6 District Curriculum and Textbook Committees: Recommendations of curriculum and textbooks for the district shall be made by committees appointed by the Superintendent or his/her designee. Teachers in the appropriate grade level or subject area shall comprise at least 50% of each committee. Secondary Textbook Committees should include a Reading Specialist. Said Committees shall recommend up to three (3) books/series for each grade/subject appropriate to meet the varying instructional ability levels. The selections shall be recommended to the Superintendent for presentation to the Board for adoption.

4.6-1 Teachers shall be encouraged to give suggestions and shall be included in the procedure to determine textbook budget allocation and curriculum within each school.

4.7 Professional Dress: In as much as teachers are role models for students, each teacher shall maintain a neat, professional appearance appropriate for his/her specific teaching assignment.

4.8 Classroom Decorum: The Board and the Association agree that proper classroom decorum is essential to the learning process.

4.9 Teacher Responsibilities: It shall be the duty of the superintendent and his designees to see to it that the teachers are informed of all teacher responsibilities. It

shall be the duty of the teacher to comply with such requirements. Among the duties and responsibilities for which teachers will be accountable to perform are as follows:

1. Teach efficiently and faithfully in the classroom or place of duty.
2. Use prescribed instructional materials and methods of instruction.
3. Punctual and accurate record keeping.
4. Fulfill the terms of any teaching contract unless released from the contract by the Board.
5. Conform to Board rules and regulations.

4.10 Use of Personal Property: Teachers shall not be required to provide/use personal property while carrying out their professional duties. A teacher shall have the right to appeal to the Board for payment for loss relating to personal property damaged beyond use or stolen (such personal property having been listed with the principal and not covered entirely by the teacher's insurance) while the teacher is acting in the performance of his/her teaching duties. Prior to appealing to the Board the request will be discussed with and investigated by the Superintendent or designee.

4.11 Faculty Funds: Personnel contributing to faculty funds shall yearly select a committee to manage the fund. An annual financial statement(s) of distribution of receipts from faculty funds and those vending machines used primarily by faculty members will be kept on file and made available to appropriate faculty members.

4.12 Teacher Orientation: The district employee handbook, the school faculty handbook which contains all local school policies and regulations, and any handbooks specific to assigned job tasks shall be updated annually, shall not be in conflict with the contract, and shall be provided to each teacher prior to the start of classes. Said handbooks shall provide written direction to access school board information on the web.

4.13 Polk County School Board Policies: Employees shall be notified of any changes in School Board Policies and all current policies shall be posted on the District's website. An updated version of Polk County School Board Policies shall be available in the media center of each school.

4.14 Forms Management Committee: A county-wide standing committee shall be established to review paper and electronic forms that originate from any office within the school system to be completed by other divisions, other departments, principals, teachers, students or parents. The Association shall name 50 percent of the committee members.

4.14-1 The goal of this committee shall be to recommend the reduction of as much paperwork as possible.

4.14-2 Teachers shall not be required to fill out forms, checklists, or data gathering and other documents that do not have an official School Board number on them. FS 1008.31 (3)(c) requires each district school board to reduce paperwork and data collection and reporting requirements.

ARTICLE V - ASSOCIATION RIGHTS AND PRIVILEGES

Summary of Changes:

- Requires the District to provide data to PEA regarding the outcome of evaluation appeals and overall evaluation ratings of Needs Improvement and Unsatisfactory. The information may be vital in determining the quality of the implementation of the new evaluation system and identifying problem areas that need review and change.

Table of Contents

5.1 Right to Self-Organization

5.2 Payroll Deductions

5.3 Association Use of Board Facilities

5.4 Information Provided to Association

5.5 Monthly Meeting with Superintendent

5.6 Association Visits to Worksites

5.7 Provision of Contracts to Association and Employees

5.8 Representation on District Committees

5.9 Communication

5.10 Use of Building

5.1 Right to Self-Organization: Employees shall have the right to self-organization for mutual protection, to form, join or assist the Association or to refrain from such activity, to bargain collectively through representatives of their own choosing.

5.1-1 The rights granted to the Association in this agreement shall be granted to the Association exclusively as the sole and exclusive bargaining agent and shall not be granted to any other employee organization seeking to represent employees in the bargaining unit except through the procedure as provided by law.

5.1-2 The Board agrees to grant leave to the president of the Association during his/her term of office.

5.2 Payroll Deductions: Upon appropriate written authorization from the employee, and as long as the Association is the recognized bargaining agent, the Board shall deduct Association membership dues from the employee's salary. Such authorization may be revoked by the employee with a thirty (30) day written notice to the Association and the Board. The Association agrees to provide the Board with a list of additions and deletions. The Board agrees to promptly disburse such dues collected at the end of each pay period.

5.2-1 Upon appropriate written authorization from the employee, the Board shall deduct for annuities, credit union, United Way, insurance or other plans or programs jointly approved by the Association and Board. The Board agrees to promptly disburse said sums.

5.3 Association Use of Board Facilities: The Association may use school buildings for special meetings with no rental charge. The Association must make arrangements with the principal/director with notification to the Board, show proof of liability insurance, and pay for custodial services.

5.3-1 The Board agrees to provide the Association a box at the district office mailroom for the collection of informational materials from the Superintendent and his staff as well as Board members and from worksites. Materials may also be distributed to the same through the mailroom. Further, it is agreed that the Association will be provided the use of the Board e-mail. Strict adherence to the Board's e-mail policy shall be followed. E-mail privileges may be rescinded with timely notice at the

Superintendent's discretion. Copies of e-mails to 'all schools' distribution list will be exchanged between PEA and the Board.

5.4 Information Provided to Association: The Board, through the Director of Employee Relations shall provide, upon lawful request from the Association, information concerning school finance and budgeting and any additional information concerning the terms and articles of this contract. The Board agrees to make available to any employee or to the Association information available that is designated by statutes as public information.

5.4-1 The Board agrees to furnish to the Association upon requests, agendas, minutes and all supporting documents of Board meetings.

5.4-2 The Superintendent agrees to furnish to the Association all district memos sent to employees and memos concerning employee's conditions of work and/or employment.

5.4-3 The superintendent, when requested, shall provide the Association the following applicable information about employees employed subsequent to October 15, name, worksite, subject area or grade level, certification, ethnic group, salary step, or public record wage information, and home address.

5.4-4 The superintendent shall provide the Association with all reports stating racial, ethnic, and gender ratios of all staff members and student population in the district.

5.4-5 The Superintendent shall annually provide the Association data regarding teachers receiving an overall evaluation of Needs Improvement/Developing or Unsatisfactory and data regarding the outcome of all appeals within two weeks of the completion of the annual evaluation process.

5.5 Monthly Meeting with Superintendent: The Superintendent or designee and the President of the Association or designee will meet on a regularly scheduled monthly basis to discuss the implementation or maintenance of this contract and/or matters of concern to either party. An agenda of general concerns to be discussed may be exchanged three days prior to the scheduled meeting to enable the parties to prepare for discussion.

5.6 Association Visits to Worksites: Association staff representatives will make prior arrangements with the principal/director or designee when planning to visit a school or worksite. The Association will provide the Director of Employee Relations the names, in writing, of staff representatives who are authorized by the Association to participate in such visits. Immediately upon arrival at the school or worksite, the representative shall report to the administrative offices and check-in following school visitation procedures. Such visitation shall in no way disrupt or interfere with the educational procedures, programs, or work processes. If access to an employee is denied, upon request reasons for denial will be given in writing to the employee and the Association.

5.7 Provision of Contracts to Association and Employees: The Board agrees to electronically provide the collective bargaining agreement for all employees and will electronically provide subsequent changes. The collective bargaining agreement will be posted on the PCSB website within 45 days of the Board's ratification. The Board will provide printed copies of the contract for employees upon request. Contract will be released for printing no more than twenty (20) days after School Board approves the agreement. Copies will be given to all new employees hired during the term of this contract. Copies and changes will be provided to the Association, at cost, to meet its needs.

5.8 Representation on District Committees: Committees assigned related to educational pedagogy shall include a minimum of two teachers appointed by the PEA President.

5.9 Communication: The Association Representative has the right of communication with members at each worksite, as long as it does not interfere with instructional time.

5.9-1 The Association shall have the right to use a bulletin board in each school. The decision as to which bulletin board to use will be made jointly by the principal/director and the building representative. The bulletin board shall be used for the purpose of posting materials related to the Association.

5.9-2 The Association may use employee mailboxes to distribute information to employees in the unit at the worksite.

5.9-3 The Association building representative shall be given an opportunity at the conclusion of each faculty meeting (before it is dismissed) to present brief reports and announcements.

5.9-4 Brief Association announcements may be made over the building communications system before or after the normal class schedule. The principal/director will receive prior notification.

5.10 Use of Building: With prior notice to the principal/director, Association members of that school may hold meetings in their school building before or after regular duty hours or after the student contact day. Assigned duties take priority over such meetings.

ARTICLE XIV - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

Summary of Changes:

- State Statute 1012.33 prohibits issuing new PSC contracts with continuing employment rights. The highlighted sections of 14.1 through 14.1-3 describe the process for issuing PSC contracts and, therefore, have been placed in abeyance to provide time for any legal challenges to be resolved.

(In 2011, the Florida Legislature passed statutory changes eliminating the granting of new Professional Service Contracts and prohibiting the School Board from following the requirements outlined in Sections 14.1, 14.1-1, 14.1-2, and 14.1-3 of the contract below. These provisions are therefore placed in abeyance until all legal challenges have been resolved. All other Sections beginning with 14.2 remain in full force and effect.)

14.1 Any teacher who meets the following requirements on or before September 1 of the fiscal year shall be issued a professional service contract:

14.1-1 Holds a regular or professional certificate as defined by State Board Regulations and as prescribed by Statute 1012.33. If all course work and all other requirements for a regular or professional certificate have been completed and an application for the certificate is filed with the Department of Education postmarked not later than midnight, September 1, and such regular or professional certificate is subsequently issued with an effective date of July 1 of that school fiscal year, the applicant shall be deemed to hold such certificate as of September 1 of the school fiscal year in which the certificate becomes effective.

14.1-2 Has rendered three (3) years of probationary service during a period of five successive years in the district. One (1) year shall be in the Professional Educator Competency Program where required as prescribed by Florida Statute 1012.56. The teacher must have been recommended by the Superintendent for such contract and reappointed by the school board based on successful performance of duties and demonstration of professional competence. Teachers not so recommended shall be given reasons in writing, if they so request. The Superintendent may recommend and the School Board may issue a professional service contract to a teacher after one full year of service in the district if a teacher had previously held a continuing contract or professional service contract in the state of Florida or within this district. Any employee who holds a continuing contract may, but is not required to, exchange such continuing contract for a professional service contract in the same district. An employee who has continuing contract status prior to July 1, 1984, shall be entitled to retain such contract and all rights arising therefore in accordance with existing laws, rules of the State Board of Education, or any laws repealed by this act, unless the employee voluntarily relinquishes his continuing contract.

14.1-3 Has successfully completed three (3) years out of five (5) successive years in Polk County in which said personnel has been transferred and/or displaced due to loss of unit and would have been recommended for rehiring if a position were available. Said teacher shall be recommended by the hiring principal for professional service contract.

14.2 A professional service contract shall be renewed each year unless the superintendent, after receiving the recommendations required by s.1012.34, charges the employee with unsatisfactory performance as determined under the provisions of s.1012.34.

14.3 The Board shall hire for full-time positions only teachers eligible to receive a certificate based on a bachelor's degree or higher; or for non-degreed vocational teachers, a certificate based on the equivalent of a bachelor's degree or higher.

14.4 Summer school, evening adult school and supplemental pay assignments shall be voluntary.

14.4-1 Open supplemental positions as shown in Appendix D must be advertised for five (5) working days.

Teachers interested in a supplemental position at their school/worksite will notify their principal/director of their interest on the intent to return letter for consideration of future vacancies.

Vacancies for supplemental positions must be advertised within the school where the vacancy occurs to all employees for five (5) working days.

If at the end of the five (5) day school/worksite posting, the position is not filled it will be advertised externally on the District's web page (www.polk-fl.net) for employees and non-school employees.

All persons who receive supplemental pay will be evaluated yearly concerning their duties in that position. Such evaluation will in no way impact or become a part of the district employee's regular duty evaluation.

Discipline of district employees related to supplemental positions will follow standard progressive discipline procedures.

Dismissal from an annual supplemental position during the school year or if a sport, during that sport season will be for just cause.

Removal of a district employee from a supplemental position could result in disciplinary action on the employee's regular employment with the district.

14.4-2 Recognizing that the welfare and needs of students have always been the priority in optimizing supplemental programs (Appendix D), principals or program directors shall determine assignments considering seniority (defined as experience in the supplemental area or related experience), efficiency, and capacity to meet the needs of the program for all qualified applicants.

14.5 Extra period assignments are instructional assignments. The Board and Association agree that classroom assignments for extra periods must be made with the welfare and needs of the students as priorities. Realizing that principals are responsible for delegating assignments, these assignments shall be made with preference given to fully qualified teachers. If there are more applicants than positions available, the principal shall determine assignments based on seniority, efficiency, and capacity to meet the needs of the program (this includes the needs of the students.)

(As a note of explanation: A 1996 arbitration decision found that seniority carries a greater weight than *efficiency* or *capacity*, all things being equal.)

14.6 Where the student population reflects the need for bilingual teachers, the Superintendent shall attempt to find and recommend, and the Board shall employ such teachers who are bilingual and trained to assist students in English and the primary language spoken by the student provided the teacher is fully qualified for the position.

14.7 All teachers shall be given written notice of their tentative teaching assignment for the first semester of the following year at least two weeks prior to the end of the school year. A teacher may not be assigned into an out-of field assignment unless the teacher voluntarily signs an agreement for the same. If there is a change in the tentative teaching assignment, the teacher shall be notified as soon as possible. Teachers shall be given written notice of a change in assignment for the second semester no later than the last student contact day of the first semester, except in cases of emergency.

14.8 In order to maintain employment, instructional staff required to hold teacher certification issued by the Florida Bureau of Educator Certification or the District as a term of employment will be required to be certified, qualified and highly qualified to teach core content courses or certified and qualified to teach non-core content courses. Whenever the term “fully qualified” is used in this collective bargaining agreement, it describes the state of being certified, qualified, and/or highly qualified based upon the courses and students the teacher is assigned to teach in the master schedule.

14.8-1 Teachers new to the system who are assigned to teach core content courses will be given ninety (90) days from their date of hire to document highly qualified status as prescribed by the District Conditional Employment Agreement. Failure to provide the necessary documentation will result in termination.

14.8-2 Teachers not new to the system may not be assigned to courses which will cause the teacher not to be fully qualified unless the teacher volunteers for the assignment and the principal has pre-approval from the Director of Teacher Certification, Endorsement, and NCLB Compliance. The duration of such assignments will be limited to one semester. In order for the teacher to continue in the assignment beyond the semester, he/she must pass the appropriate Subject Area Examination and add the subject area to his/her certificate. Teachers who are assigned according to the aforementioned provision will be reimbursed for up to two test registration fees.

14.8-3 In special and unusual circumstances, the Assistant Superintendent for Human Resource Services may grant extensions to these deadlines.

14.8-4 Any teacher who accepts an assignment for which he/she is not fully qualified must sign a written notice-acknowledgement that outlines all requirements to remain in that assignment and the notice-acknowledgement shall include the possible consequences of the teacher’s failure to timely meet those requirements.

14.8-5 A teacher, voluntarily assigned for one (1) year or less into an authorized out-of-field assignment will be required to earn six (6) semester hours or 120 in-service points toward certification in the out-of-field assignment during the twelve months following the date of initial assignment. Failure to do so would make the teacher ineligible to be placed in an out-of-field assignment in the future.

14.8-6 Teachers who volunteer to teach in an authorized out-of-field assignment must remain qualified as prescribed by the Agreement to Earn and/or English for Speakers of Other Languages (ESOL) Plan of Study. In special and unusual circumstances, the Assistant Superintendent for Human Resource Services may grant extensions to these deadlines. Failure to provide the necessary compliance documentation in a timely manner may result in the teacher’s displacement. Annual contract teachers who fail to provide the necessary compliance documentation in a timely manner may have their employment contract non-renewed following the provisions of Florida Statute or, if they have signed a Conditional Reappointment Agreement describing specific requirements to maintain employment, could be recommended for termination for failure to comply with the terms of their specific requirements.

14.8-7 Teachers who are currently employed by the School Board and who obtain additional certification(s) will be given first consideration for placement prior to the hiring of new employees.

14.8-8 An annual contract teacher, who is assigned voluntarily into an authorized out-of-field assignment and who complies with 14.8-6 of this document, may be granted a professional service contract provided the teacher meets all other criteria set forth in FS 1012.33.

14.8-9 An annual contract teacher who is assigned into an authorized out-of-field assignment will not be placed on the displaced list nor will his/her annual contract be

renewed if he/she fails to provide the necessary documentation to demonstrate compliance with his/her Agreement to Earn and/or ESOL Plan of Study.

14.8-10 The ESOL Plan of Study may be frozen and/or adjusted for a teacher in the event of a break in service, or a change in assignment which places the teacher in a category for which the certification/training requirement is less stringent. It is the teacher's responsibility to notify the ESOL office of a qualifying event in order for the action to be initiated.

14.9 A copy of all local school and district policies and regulations shall be given to each teacher new to Polk County Public Schools.

14.9-1 The Professional Education Competence (PEC) Program shall be maintained as adopted by the School Board according to Florida Statute 1012.56.

14.9-2 A teacher participating in the Professional Education Competence Program shall be a member of the bargaining unit with the same rights as any other first year teacher, and shall receive full pay, according to the district's adopted salary schedule.

14.9-3 Evaluation/assessment for the beginning teacher shall be completed and records maintained in the district personnel file. The Professional Education Competence (PEC) Completion form, PEC Accomplished Practices Checklist, and Polk County Schools PEC Documentation Support Team Checklist/Timeline shall be maintained in the employee's district personnel file. The portfolio and its components are maintained by the school. The mentoring log is maintained with the school's Professional Development documentation. Upon completion of the program, the beginning teacher shall be given a copy of the PEC Annual Completion Form.

14.9-4 In the Professional Education Competence Program, service as a mentor shall be voluntary, except when documented as a part of the Academic Intervention Facilitator responsibility.

14.9-5 The mentoring teachers' qualifications and responsibilities are to be clearly enumerated. Mentoring teachers shall be expected to provide on-going support to assigned mentees over the course of the year and assist with specific requests by a mentee. Limited examples of on-going support may include assisting with identifying and following school and district policies, obtaining necessary material and equipment to complete assignments, and assisting with tracking various timelines to successfully meet required deadlines. Limited examples of specific requests may include identifying resources to assist with curriculum planning or self-diagnosed needs, or being available on contracted days to answer questions. Additionally, said mentoring teachers shall not be responsible for evaluation/assessment of any teacher.

14.9-6 Mentoring teachers must document completion of enumerated duties and professional development qualifications prior to receiving payment. The supplemental amount is listed in Appendix D.

14.9-7 Mentoring teachers may mentor up to six (6) new teachers each school year. Mentor teachers will receive a supplement for each new teacher they are assigned to mentor.

14.9-8 All first year ~~annual~~ probationary contract teachers in the PEC Program will be assigned a mentor. Additional mentoring teachers may be assigned by the administration to teachers deemed to be in need of assistance.

14.9-9 All teachers receiving mentoring services shall be anonymously surveyed annually. Such survey shall be for the purpose of measuring the effectiveness of the mentoring program. No information will be gathered that would identify either the mentee or the mentor.

14.10-1 Teacher Recertification – In order to assist teachers with state recertification requirements, the district offers many professional development opportunities that are free of charge. It is the responsibility of the teacher to register and attend an adequate number of trainings in a timely manner to have sufficient inservice points for recertification.

14.10-2 Employees may access their inservice record of points and register for classes through the online District Professional Development System Scheduler.

14.11-1 All professional development must include: Planning, Delivery, Follow-Up, and Evaluation on the Faculty level (individual), School Level, and District Level according to the Florida Professional Development Evaluation Protocol, Florida Statute 1012.98.

14.11-2 The Individual Professional Growth Plan (IPGP) is directly related to specific student performance data for those areas to which the teacher is assigned.

14.11-3 According to Florida Statute 1012.98 points may only be awarded upon evidence of follow-up activity completion.

ARTICLE XV - TEACHER ASSESSMENT EVALUATION

- There are major changes throughout this Article. Please take the time to read and review all the language. Every section in this Article is extremely important for your future due to the passage of Senate Bill 736 last spring.
- There are many positive gains which include adding the complete system, including the manual, to the contract which means the system can only be changed with PEA's input, agreement at the bargaining table, and your vote of approval during ratification.

Summary of Changes:

- Florida Statute 1012.34 mandates many changes to our current teacher evaluation process. The District and PEA believe that there are many concerns with the mandates and have agreed that should the law be changed or a court intervene to allow us a choice, a teacher's student performance data as assigned by the State will not be used for evaluative purposes or human capital decisions (terminations, transfers, etc.).
- The Manual contains many definitions. A few of the more important ones for understanding the language were included in this section of the contract as well.
- The complete evaluation Manual is attached to your Collective Bargaining Agreement (CBA). While previous Teacher Evaluation Manuals have existed, they have remained outside the CBA. Placing the Evaluation Manual in the CBA as an Appendix will prevent future changes to the Evaluation process without PEA's review at the Bargaining Table and your ratification vote.
- The Manual contains the rubrics for evaluation based on the Essential Performance Criteria (EPCs). The rubrics are reflective of behaviors that occur during your workday and do not include credit for being able or allowed to participate in extra activities which occur outside your duty day. We took care to make sure your evaluation is based on what you do every day. We also took care that it did not generate an additional paperwork burden such a portfolio.
- There is recognition that adjustments may need to be made in the system and both the District and PEA are required to return to bargaining as needed to address concerns.
- Classroom teachers will be provided a list of students matched to their name by the District for verification in both October and February to help ensure that the student performance data reflected on your evaluation is based on the students you actually teach.
- Administrators who participate in evaluating teachers must be trained and certified. All observations are to be done by your school administration except in rare and unusual circumstances. A two day notice to the teacher is required if someone other than your administration will be participating in your evaluation. If you request, your Principal is still required to do your evaluation.
- Administrators who evaluate you are required to perform walk through, informal, and formal observations throughout the year, give timely feedback, and notify you at any time a performance deficiency is noted.
- Added the Instructional Assistance Conference (IAC) form to the contract as Appendix L. An IAC is to be collaborative between the administration and a teacher. It is an option for an administrator to use who has noted a performance concern that needs addressed but does not want to use a more formal and stringent written plan for improvement.

- Video taping for the purpose of observation is prohibited and the outcome of your TARGET goals can not affect your evaluation ratings.
- Employees new to the District must be trained in their assessment system within their first 10 days of employment.
- Category I teachers (teachers new to Polk County) are required to have both pre- and post-conferences when formally observed. All other teachers are required to have a post-conference when formally observed and may request a pre-conference. There is to be written feed back for every observation, including walk through observations. Feedback for all observations is to be given within 5 contract days and is being done electronically.
- Final evaluations will be completed in two parts. DOE has required the use of current year data (i.e. 2011-2012 for this year) which is not available until summer. You will receive the portion of your evaluation your administration completes (your EPC rating points, situational context points, and self-evaluation points) in May. Your student performance rating points are planned to be provided in August when you return for the new school year. For this coming year, this is expected to occur on one of the District's Inservice days, leaving your work days untouched. Those employees who transfer to other work locations will have to make an appointment to return to their previous school to meet with their administrator. Mileage will be paid by the District.
- If you are not effective and therefore the administrator has a concern, they must discuss the specific concern and provide suggestions for improvement. The administrator must monitor your progress and if you do not improve, they must conduct a focused observation. If this still does not achieve an effective rating, then a plan for improvement would be developed.
- Annual Contract teachers who receive overall ratings of Effective or Highly Effective will be automatically renewed for the next year unless they have received discipline beyond a Written Confirmation of a Verbal Warning.
- If an Annual Contract teacher receives two overall annual evaluation ratings of Unsatisfactory within a three year period or three overall annual evaluation ratings of Needs Improvement and/or Unsatisfactory, the teacher may not be rehired according to Florida Statute 1012.335.
- There is a formal appeal process for all ratings which includes Arbitration for employees who receive overall ratings of Unsatisfactory or Needs Improvement. There are strict timelines to be followed by both sides because of the potential human capitol decisions that may occur, and this includes an expedited process for Arbitration. Other than the length of time allowed to conduct Arbitration, the provisions mirror the full arbitration process outlined elsewhere in the contract.
- The Teacher Evaluation Advisory Committee will continue to meet to make recommendations for change in the system to the bargaining teams. Feedback about the system will be gathered through a mid-year survey given to all teachers to ensure the quality of the evaluation system. The District has agreed to address any problems or concerns with the new evaluation system as they occur. No changes to the system will be able to be made without PEA input through bargaining and your approval through a ratification vote.
- All observation processes are weighted. Observations which generally occur earlier in the year count less than observations which occur near the end of the year. This allows for improvement to be shown and given more value. An observation which is not completed will not reflect negatively on the teacher.
- Student performance ratings for all teachers will be based upon FCAT data for this initial year. A formula was developed which, in the first year of application,

will result in almost every single teacher being at the highest level of effective for their student performance score. There will be no use of Discovery testing, pre- and post-test data, or other method of determining learning gains. The application of FCAT data will protect all teachers from potentially harmful low student performance while we further study the Value Added Model (VAM) mandated by State Statute 1012.34 as modified by SB736 and the DOE. There is an agreement to review and amend this application for the 2012-2013 school year.

(As every Section in this Article was changed, highlighting has not been used to designate Sections which have been changed.)

PREAMBLE

The parties acknowledge that the teacher evaluation procedures that follow have been agreed upon by the parties hereto with reluctance, and that such agreement is made because of the requirements and mandates of applicable Florida law. Further, the parties agree that should at any time the Florida law applicable to such evaluation procedures be changed by the Florida Legislature or overturned by a court decision to which the Polk County School Board is subject, then in that event the parties agree to promptly renew collective bargaining negotiations for the purpose of modifying the procedures set forth herein. Until such bargaining is completed the parties agree to continue using the evidence based practices rubric for evaluation purposes; no student performance data will be used and no human capital decisions will be made using this system.

DEFINITIONS:

State Assessment: Any standardized state determined assessment for a given subject.

District Assessment: A standardized district determined assessment for a given subject applied across the district in a given subject area.

Essential Performance Criteria (EPC): Performance indicators under each Domain.

Value Added State Model: Process developed by the state to measure student-learning growth.

Learning Target: State determined or district determined goal for measurement of student progress.

Teacher Evaluation System: A collaborative system between teachers and administrators that focuses on increasing student learning growth by improving the quality of instructional services. The overall term for the processes applied for the performance evaluation of a teacher. Entitled: ENHANCING STUDENT ACHIEVEMENT THROUGH TEACHER EVALUATION AND LEARNING.

Teacher Observation Instruments: Only the Global Observation Instrument (GOI)-as in Appendix J may be used to document the observation portion of a teacher's evaluation which is based on multiple observations (walk throughs, informal observation, and formal observation) undertaken by the teacher's supervisor.

Overall Annual Performance Evaluation Rating (OAPER): Total score based on student performance data, situational context, results from multiple observations, and

the teacher self-evaluation. The total score will determine the rating as per the performance chart.

Teacher of Record: A teacher who provides primary instruction and gives the grades for the assigned subjects.

Evaluator: School Principal/Supervisor, Assistant Principal, and/or Superintendent's administrative designee trained and certified to conduct calibrated evaluations.

15.1 The Superintendent shall establish procedures for ~~assessing~~ evaluating the performance of duties and responsibilities of all teachers. The ~~assessment~~ evaluation forms and procedures to be used will ~~be those which are recommended by the superintendent and adopted by the School Board.~~ Such ~~assessment~~ evaluation procedure shall comply with all requirements as set forth in Florida Statute 1012.34. The evaluation process will comply with the Collective Bargaining Agreement and follow the District's ENHANCING STUDENT ACHIEVEMENT THROUGH TEACHER EVALUATION AND LEARNING (Evaluation Manual) which is attached as Appendix M. Only the materials contained in the Evaluation Manual may be used for teacher evaluation. No one may develop additional supplemental materials for the evaluation of teachers without approval through the bargaining process.

15.1-1 As the teacher evaluation system has undergone substantial change, the parties recognize that continued adjustments may need to be made as data becomes available. The parties commit to returning to the bargaining table to address concerns from either party. It is the intent of the parties to monitor this new system to ensure it is a fair, valid, and reliable teacher evaluation system and to make changes, as needed, to achieve this goal.

15.1-2 Student performance data will be collected as per the State Growth Model and/or processes defined in the teacher evaluation as appropriate to all of the teacher's instructional types. Understanding that state and district student performance data may not be available prior to the close of the evaluation period, the teacher will be provided with a list of students matched to them twice annually for data collection purposes during both October and February FTE verification periods. The teacher will review the student list and verify its accuracy by their signature. The teacher may appeal to the principal to have any student added or removed from the list based on the criteria outlined in the teacher Evaluation Manual. If the teacher is not satisfied with the outcome, the issue may be appealed pursuant to Section 15.12 Evaluation Appeal Process as a procedural violation only through Steps I and II. It must be filed within 10 work days of the principal's decision and the appeal process must be concluded within 30 work days.

15.2 ~~Continuing contract and professional service contract~~ Teachers will be ~~assessed~~ evaluated annually according to the ~~essential performance criteria described in the School Board adopted Teacher Assessment~~ Evaluation Manual. This evaluation will ~~take place prior to the time reappointments are due to the School Board~~ be completed by a designated ~~assessor~~ and certified evaluator. Evaluation data will not be used for making Human Capital decisions until all evaluations are completed, including any appeals; with the understanding Probationary Contract teachers may be released at the end of the year.

15.2-1 The ~~assessor~~ evaluator shall be trained in the evaluation tool and shall be certified. The evaluator may be either the principal/immediate supervisor or, ~~with~~

~~notification to the superintendent, an assistant principal designated by the principal. If a teacher so requests, he/she shall be evaluated by his/her principal. Should no administrator meet the criteria or in rare and unusual circumstances, the Superintendent shall designate a certified administrative evaluator who meets the criteria to perform the evaluations. Evaluative visits by the Superintendent's designee shall be made with prior notification of 2 work days, to the teacher and principal/immediate supervisor, prior to any evaluative activity.~~

15.2-2 Any concern/deficiency noted by an administrator must be shared with the teacher in a timely manner. All observable EPC (Essential Performance Criteria) ratings will be documented throughout the year on the forms provided from walk throughs, informal observations, and formal observations. If observable or non-observable performance deficiencies are noted, the evaluator must provide the teacher with specific related feedback.

15.2-3 To promote prompt, professional conversation, there is a ~~District~~ an Instructional Assistance Conference form, Appendix L and guidelines for the school administration to use in conducting Instructional Assistance Conferences with teachers. This Conference may be used to bring focus on instructional changes desired without requiring a teacher's assessment evaluation to be marked down or the development of a formal written plan of improvement. The Instructional Assistance Conference does not replace the formal written plan of improvement ~~required in Section 15.7 below~~ and is not disciplinary in nature. It is intended to facilitate professional conversations.

15.2-3 Videotaping shall not be used to record data for the basis of any teacher observation or evaluation. Videotaping, with the expressed written permission of the teacher, may be used for non-evaluative purposes, such as mentoring or for certification purposes.

15.2-4 The setting of TARGET (Teachers' Action Research Goals and Educational Timeline) goals is not a part of the evaluation process. TARGET goals are aspirational goals, and neither the achievement nor the non-achievement of a goal shall affect a teacher's rating on any EPC.

~~**15.3** Teachers in the Professional Education Competence Program shall be assessed according to the requirements of Florida Statute 1012.56 and The Florida Performance Measurement System as outlined in the School Board adopted Teacher Assessment evaluation Handbook.~~

15.3 15.4 The process of assessing evaluating teachers will be ongoing during the school year. Teachers will be fully informed of the criteria and procedures associated with the ~~assessment~~ evaluation process as outlined in the assessment Evaluation Manual. All procedures and timelines, as outlined in the Evaluation Manual, shall be followed. Teachers will be provided electronic access to the ~~assessment~~ Evaluation Manual within their first 15 work days. All teachers new to the evaluation process shall be trained within the first 10 contract days of employment.

15.4 ~~15.5~~ A written report of each evaluative observation conducted by an the administrator evaluator, including walk throughs, informal observations, and formal observations assessment will be made and a copy of the written report will be given to the teacher within five contract days. The formal observation will include a pre-conference and a post conference for all Category I teachers, and a post-conference for all Category II teachers. A Pre-Conference will be held at the request of a Category II teacher. The written report will be discussed by the assessor and the teacher.

15.5 ~~15.6~~ During the final evaluation meeting (OAPER) the teacher and principal evaluator must have a full and complete discussion of the ratings and the evidence. Teachers may bring additional evidence to the meeting to support their opinion. In addition to the appeals process, teachers have the right to make a written response to the assessment evaluation and have it put in their personnel files. If student performance data is not available for the teacher, this final evaluation meeting will occur in two stages with the full and complete discussion of the student performance data occurring within ten (10) contract days of the data being received by the evaluator. Stage One will consist of the completion of the EPCs, self-evaluation and student demographic impact factors prior to the end of the school year. Stage Two will consist of all student achievement data and will occur within ten(10) work days of the data being received by the evaluator. For the 2012-2013 school year, the Stage Two full and complete discussion will be scheduled for a designated staff development day during the annual pre-planning week. Teachers who transferred to a different school/worksite will be given scheduling priority on this day. Mileage to the former school/worksite shall be reimbursed.

15.6 ~~15.7~~ In the event a teacher is assessed evaluated as not being effective in meeting one or more of the essential performance criteria EPCs, the assessor evaluator will provide a recommendation for improvement based on a specific deficiency as defined by the appropriate EPC rating rubric. a written plan for improvement and time to accomplish the improvement.

15.7 If performance concerns exist the following steps shall be taken:

1. The evaluator shall hold a professional conversation with the teacher to identify specific areas of concern coupled with suggested actions to be taken to assist the teacher with the improvement of professional practice. Monitoring will be ongoing.
2. If the problem persists, the evaluator will conduct a focused observation in the area of concern using the Global Observation Instrument (GOI). Monitoring will be ongoing.
3. If, after the focused observation a teacher is still performing below the effective level in an identified EPC, the evaluator shall meet with the teacher to discuss the concerns and develop a plan for improvement.

15.7-1 Outcome of the Final Evaluation

a. All Category I and Category II annual contract teachers who receive a Highly Effective or Effective score on the most current OAPER will be renewed if the teacher has not had Progressive Discipline beyond a Step 1 Written Confirmation of a Verbal Warning for the current school year.

b. Professional Service Contract Teachers: The provisions in Section 1012.34(4) Florida Statutes – Notification of Unsatisfactory Performance will be followed.

c. Category II teachers will follow Section 1012.34, Florida Statutes, concerning Overall Unsatisfactory Performance.

d. Under the requirements of Section 1012.335, Florida Statutes, an annual contract will not be awarded if a teacher receives two consecutive annual performance evaluation ratings of Unsatisfactory, two annual performance evaluation ratings of Unsatisfactory within a 3-year period, or three consecutive annual performance evaluation ratings of Needs Improvement or a combination of Needs Improvement and Unsatisfactory.

15.8 The immediate supervisor of the teacher will forward the assessment evaluation report to appropriate personnel.

15.9 Personnel in positions other than classroom teachers, as listed in Article I will be assessed using the appropriate assessment evaluation/procedure forms.

15.10 Any committee created to develop, review, or change assessment evaluation form(s) called for in Article XV shall be advisory in nature to the District and Association bargaining teams. The committee shall include a representative from elementary, middle school, high school, and alternative education.

15.11 All procedures as outlined in the district's teacher ~~assessment manual~~ Evaluation Manual, "Quality Performance Planning, A Journey..." will apply to staff of the Polk Virtual School with the following exceptions:

15.11-1 There will NOT be a formal observation using the ~~Quality Performance Observation Instrument (QPOI)~~ to gather assessment evaluation data related to appropriate Domain and Essential Performance Criteria (EPC). Rather, in lieu of the observation, the teachers will provide evidence to the supervisor related to the following expectations:

- Electronic mail interchanges between teacher and student to equal no less than one correspondence per week.
- Samples of student work per term with evidence of instructor feedback.
- Periodic evaluations between teacher and students as defined and documented through timely student progress checks.
- Phone log of teacher/student interaction as applicable.

Evidence may be provided in the format of checklists, log entries, student portfolio, etc.

While all EPCs in the teacher ~~assessment~~ evaluation system are applicable to teachers of the Polk Virtual School, some of the specific sample indicators of performance may vary in nature from those identified in the teacher ~~assessment~~ Evaluation system Manual. The supervisor and teacher will review the sample indicators and determine their applicability to the specific role of the teacher in the “virtual school” environment.

15.12 Evaluation Appeal Process – Employees may appeal using an expedited appeal procedure limited to 3 steps: Step 1, Step 2, and Arbitration. The Arbitration step will be an expedited process with no submission of briefs and the arbitrator will issue a written decision. Expedited Arbitration will include setting a panel of mutually agreed upon and available arbitrators to hear multiple cases in a day. Serious procedural violations may result in the removal of an annual evaluation and the evaluation rating will default to the student achievement rating.

15.12-1 While the OAPER may be appealed, only overall ratings of Needs Improvement or Unsatisfactory or when Performance Pay is implemented and the score on the evaluation precludes an employee from receiving Performance Pay, may be submitted for arbitration. If a rating is successfully appealed, the rating shall be corrected and the evaluation recalculated. Overall ratings that are Developing (in the first three years of employment) or Effective are only eligible to be processed through the first two steps of the appeal process. A teacher may appeal through the first two steps of the evaluation appeal any of the individual ratings governed by an EPC rubric Domain. Such appeal shall be based upon a procedural violation of the process, a misinterpretation of a system rubric.

- a. Step 1-A - Notice of Appeal, no later than the 175th day of student contact, the employee must file in writing with their principal and copy the Senior Director that a concern exists. The parties will meet to discuss the concerns no later than 5 work days (day 185) after the last student contact day. A decision will be issued in writing within 2 work days.
- b. Step 1-B – If the Student Achievement data is not available in order to have the full and complete discussion of the OAPER by the 165th day as required in 15.5 above, the teacher shall have ten (10) contract days after the discussion is concluded to submit a written notice of a concern to their evaluator and the Senior Director.
- c. Step 2 - If the employee is not satisfied with the outcome of the discussion, the employee may schedule a meeting with the Superintendent or his/her designee. The parties will meet to discuss the concerns within 5 work days. A decision will be issued in writing within 2 work days.
- d. Expedited Arbitration - If the employee is not satisfied with the outcome of the previous step they may, within 5 work days (day 199) or within ten (10) contract days following the completion of the OAPER, whichever is later,

request Expedited Arbitration as an option to resolve their evaluation appeal. The District's and the Association's intent is to mutually pre-select a panel of arbitrators and contact them to establish a potential calendar of arbitration dates into which employees with appeals may be scheduled. Further, the intent is to keep individual hearings to approximately four (4) hours maximum with the arbitrator requested to submit a decision within 2 work days. Expedited Arbitration will take place as timely as possible. Dates will be agreed upon by the District and Association.

e. Miscellaneous Provisions:

1. The Board and the appellant shall not be permitted to assert in such arbitration proceeding, any ground or rely on any evidence not previously disclosed to the other party. Both parties agree that the award of the arbitrator shall be final and binding.
2. The Board and the Association shall share equally the fees and expenses of the arbitrator when the appeal is processed by the Association. Neither the bargaining agent nor the Board shall be responsible for the cost of an arbitration by a member of the bargaining unit when the appeal is not processed by the Association.
3. No reprisals of any kind shall be taken against any party participating in the appeal procedure.
4. Notwithstanding the expiration of this agreement, any appeal arising while the agreement was in effect may be processed through the appeal procedure until resolution.
5. Any teacher for whom an appeal is sustained shall be reimbursed in accordance with the award of the arbitrator.
6. Each party shall bear the full cost of its representation at all steps of the appeal procedure.
7. A teacher shall have the right to have an Association member representative present when an appeal is being discussed. In a case where no Association member representative is present to attend the informal procedure, the discussion may be postponed and the Association staff will have the right to appoint an Association member to attend the informal session.

15.12-2 If the number of appeals is larger than the number of available times to hold appeals the District and the Association will meet to discuss extensions of the timelines.

15.12-3 If an appeal is filed, no human capital decisions will be made based upon that evaluation until the appeal process has been completed.

15.13 Teacher Evaluation Advisory Committee Process – The committee will meet at least twice annually and make recommendations to the Superintendent or as

determined through collective bargaining processes and will make recommendations for system changes by July 1 of each year.

15.14 Certain adjustments in system processes may need to be made during the initial year of implementation due to unknown factors related to the stability and reliability of student achievement data. The Teacher Evaluation Advisory Committee may make related recommendations pertaining to system processes if that occurs. Any changes in the system processes during any year will be submitted to the FDOE for review and approval, as appropriate.

15.15 In order to ensure the quality of the implementation of the teacher evaluation system, a mid-year survey of teachers and evaluators will be written by the Evaluation Committee and administered to teachers and evaluators. The results of the survey will be compiled and reported to the Evaluation Committee. The Evaluation Committee will review the compiled results of the survey and take appropriate action as needed.

15.16 An Improvement Model for 2011-2012 teacher evaluations will consist of three weighted observation processes: Walkthroughs, Informal and Formal. When calculating a final rating for each EPC, completed Walkthrough Observations will account for 25%, completed Informal Observations will account for 25%, and completed Formal Observations will account for 50%. Further, weighting will be established for all observations which place less emphasis on observations conducted nearer the beginning of the school year and progresses with greater weight given to those conducted nearer the final rating. Weighting for Walkthrough Observations will reflect specific time periods progressing from 3% in the first time period, 5% in the second time period, 7% in the third time period, and 10% in the last time period. Similar progressive weighting will be established where multiple Informal or Formal Observations are completed. The formula will generate final EPC ratings of Highly Effective, Effective, Needs Improvement/Developing, or Unsatisfactory.

15.16 -1 The Student Performance rating will be calculated as follows:

$$\textit{Aggregated Teacher VAM} = \frac{VAM_{\textit{current year}}}{|(VAM_{\textit{avg (VAM}_{\textit{year 1+2+3}})})|}$$

VAM equals Value Added Model.

An Aggregated Teacher VAM score for 2011-2012 equal to or greater than -1.0 through 1.0 equates to 65 points, in the Effective range, in the Student Performance Data table.

15.16-2 The data collected in the 2011-2012 school year will be monitored and revisions to the weighting and formula models will be amended as necessary.

ARTICLE XVII - TRANSFERS AND CHANGES IN ASSIGNMENT

Summary of Changes:

- Updated the involuntary transfer language to better reflect the current displacement processes and to define the process for our new Probationary Contract (PC) teachers. If PC teachers are displaced, they are only guaranteed placement during the term of their contract.
- The definition of seniority was moved from Article/Section 19.2 to 17.8 and updated to reflect a new tiebreaker based on a computer date/time stamp. Florida Statute now prohibits the use of seniority for layoff and Article XIX is Layoff. Two additional Sections in this Article were updated to reflect the new location of the Seniority definition.
- Seniority along with certification was maintained as the determining factor in Displacement.
- Annual Contract (AC) and Probationary (PC) teachers will have their recommendation for re-employment submitted to the School Board for action at least two weeks prior to the end of school. All AC and PC teachers will know their status for the following year prior to leaving for the summer break. Being renewed heightens the appeal rights of AC teachers should there be a change in their employment status.
- AC and PC teachers whose positions are eliminated and would have been rehired will be placed on the Permitted Rehire list. New language was written to ensure that the Human Resource Services Department will contact principals to assist these employees to find positions and be hired for the following school year.

17.1 A transfer is a change in teaching position from one work location to another, excluding countywide assignments. A transfer is also any change which would cause a teacher to teach any part of the day at a different school from his/her initial school assignment, excluding countywide assignments. A change of assignment is from one subject area or department to another, or from one grade to another, within the same work location.

17.2 Principals shall keep their faculties informed as to vacant positions in their schools by posting such vacancies at the teacher sign-in location. Teachers who would like to change from grade and/or subject assignment within a school shall file a written statement of such desire with the principal. The principal shall consider all such requests and make a decision as to the change based on the teacher's qualification, certification, and educational program of the school. The principal will give written notification of his/her decision to each teacher who has filed a written request. The change in assignment will be subject to approval by the District Certification/NCLB Compliance Department.

17.3 All changes in assignment should be voluntary; however, the principal may make changes in teacher assignments at his/her own discretion when he/she deems it to be in the best interest of students, faculty, and educational program of the school. Such assignment changes may only be to areas for which the teacher is fully qualified and may not cause a teacher to work out-of-field. Principals shall strive to minimize the number of core academic subject area assignments. When such changes are made the reason(s) for the assignment shall be given in writing, if requested. Providing a reason will in no way limit the principal's discretion in making such assignments. Such reassignments shall not be used as a punitive measure. Any teacher being involuntarily reassigned shall not be deprived of his/her contractual salary for the remainder of the contract year.

17.3-1 Should there be a reduction/loss in funding for a grant program, the teacher in such a grant funded position will be able to remain at the school/worksite at which he/she is assigned in a position for which he/she is fully qualified. If there are no vacant positions available, the school shall follow the procedure for "Loss of Units" in

17.6-1. This process shall retain the grant funded teacher as a part of the staff for any position for which the teacher ~~has seniority and~~ is fully qualified.

17.4-1 Request for Transfer: Unless the teacher and both principals agree, no transfers shall be allowed during a period spanning from 14 calendar days before the first teacher contract day until after the 20th teacher contract day. A transfer will not be considered unless the teacher is fully qualified for such vacancy. All transfers shall be initiated by the receiving principal, with copies to the releasing principal or immediate supervisor and the Human Resource Services office. The principal, when making his/her decision, shall consider each teacher requesting transfer as to his/her experience, general background and preparation, competence and commuting distance (Energy Transfer). The transfer of the teacher will be subject to Board approval.

17.4-2 Transfer During School Year: Teachers may request to be transferred when there are vacancies for which the teacher is fully qualified. Should a teacher be offered and accept a position during the school year, then the releasing principal must release the teacher from their school within twenty teacher contract days after being contacted by the receiving principal.

17.4-3 Request for Transfer Between School Years: A teacher's request for transfer from one school to another shall be made on a form readily available on the District's website and located in the teacher collective bargaining agreement Appendix B. The transfer request (i.e. voluntary, energy) will be submitted to Human Resource Services. The Human Resource Services Division will prepare a master list of all teachers seeking transfers and distribute this list with the teachers' preferences to all principals and the Association for their review and consideration. Placement on the list does not guarantee a transfer. It is the responsibility of the teacher to notify the principals where vacancies exist in order to be considered for the vacancy. The transfer will be subject to approval by the District Certification/NCLB Compliance Department.

17.5 A current list of vacant positions, including Polk Virtual School, will be maintained for all teachers to view on the District's website (www.polk-fl.net). All vacancies will be advertised for a minimum of five workdays, except for the ten (10) calendar days prior to the first work day in order to meet the mandate for fully staffed schools. The website will indicate the subject area or grade level of the vacancy, the date the vacancy will occur, and the worksite at which the vacancy exists. A vacancy shall be deemed to exist when a full-time employee is sought to fill a full-time position, after worksite reassignments have been completed, if applicable.

17.5-1 Candidates interviewed for positions will be notified in writing when the position has been filled.

17.6-1 Involuntary Transfer: The Board and the Association recognize that it may be necessary to transfer a teacher or teachers involuntarily. Such transfers will only be made for one or more of the following reasons:

- 1) Loss of units
- 2) Providing for a racially balanced school staff
- 3) Dividing a school faculty to form a new school
- 4) Phasing out a program or grade level
- 5) Changing a program
- 6) Closing a school
- 7) Providing for a comparability of schools for Federal program
- 8) Placing a teacher who has been teaching out of field of certification into his/her field of certification
- 9) Comply with a court order
- 10) Redistricting of schools
- 11) Comply with state and federal legislation

17.6-2 In unusual and special circumstances the superintendent may recommend to the Board that a teacher be transferred from one position to another

specific position for good and sufficient reasons. Any teacher being transferred under this section may not be placed into an out-of-field assignment or a position for which the teacher is not fully qualified and the teacher may receive written reasons for the transfer, if so requested. Such transfers shall not become effective until approved by the Board.

17.6-3 ~~The involuntary transfer procedure will apply only to Continuing Contract (CC) teachers, Professional Service Contract (PSC) teachers, and Annual Contract (AC) teachers during the term of their contracts. When t~~Teachers are placed on the involuntary transfer list are considered displaced and, it is their responsibility to provide the Human Resource Services Division with a current/temporary address and phone number. Continuing Contract and Professional Service Contract teachers will be guaranteed placement. Annual or Probationary Contract teachers will be guaranteed placement only during the term of their contract. If there are not enough positions for placement, the provisions of Article XIX Layoff shall be followed.

17.6-4 When transfers become necessary, no new teacher will be placed to fill positions for which displaced teachers ~~being involuntarily transferred~~ are fully qualified until the teachers have been offered these teaching positions.

17.6-5 Involuntary transfers that are necessary because of complying with a court order or moving teachers into a position for which they are fully qualified will be done by the Board after a recommendation by the superintendent. Any transfer (involuntary or voluntary) for the purpose of compliance with a legal mandate, or for the purpose of the racial balancing of a faculty to comply with court orders will take precedence over seniority when determining teachers to be transferred.

17.6-6 When transfers become necessary as a result of reasons 1 thru 11 in 17.6-1, the superintendent or the designee shall notify the Association of the staffing allocation changes planned for each affected school. Human Resource Services shall provide the principal of each affected school a list of the school's teachers. The list will include each teacher's seniority date and list all certifications on file for which the teacher is fully qualified. Each teacher shall be provided his/her personal information. Before involuntary transfers are made, the principal will announce the position changes planned for the school to the entire staff. Volunteers for involuntary transfer shall be requested. Within the timeline provided by Human Resource Services, the principal shall meet with departments and/or individuals to discuss the impact of the required changes. A list of potential openings shall be maintained and available electronically for the teachers to review on the District's website (www.polk-fl.net). Teachers will be provided at least 24 hours to volunteer in order to allow review. If there are more volunteers than needed to reduce the units in that school, the volunteering teacher(s) with the most seniority in the district (as defined in ~~49.2~~ 17.8) shall be submitted for placement on the districtwide displaced list.

17.6-7 If there are not enough volunteers for displacement, then involuntary transfers shall be made based upon seniority as defined in ~~49.2~~ 17.8. All teachers remaining at the school must be approved for their assignments by the Human Resource Services Certification/NCLB Department and shall be fully qualified, or if not fully qualified, may be considered for an authorized out-of-field assignment. A list of teachers being involuntarily transferred shall be submitted to the District and be placed on the districtwide displaced list according to their seniority and contract status.

17.6-8 When a group of teachers is involuntarily transferred as a result of reasons 1 thru 11 in **17.6-1**, the Human Resource Services Division will make available to each transferring teacher and the Association a current list of vacancies. Teachers may apply and will be considered for any position for which they are fully qualified. If these teachers are not chosen for the position for which they applied, then the Superintendent will place them in a position for which they are fully qualified.

17.7 Any Continuing Contract/Professional Service Contract teacher whose position is eliminated placed on the displaced list shall be assigned to a position for which he/she is fully qualified by the Assistant Superintendent for Human Resource Services. Refusal by the teacher to accept such assignment shall release the Board from any further obligation to that teacher.

17.7-1 The principal shall submit all recommendations regarding employment for the subsequent school year, including both displacement and employment renewal of annual contract or probationary contract employees, to the Superintendent by May 1 annually. Annual Contract teachers shall be notified of the principal's recommendations of employment prior to the time reappointments are due to the School Board. The Superintendent shall submit the contract renewal recommendations for employment to the Board for action at least two weeks prior to the end of the school year. Any annual or probationary contract teacher not rehired may appeal this decision through the two levels of (1) Senior Director, (2) Superintendent or designee. Any annual or probationary contract teacher whose position is eliminated, who would have been recommended for reappointment by his/her immediate supervisor, if an opening existed, shall be placed on the displaced a "Permitted Re-hire" list. This list shall be distributed to all principals and persons thereon will be given first consideration for appointment to open positions for which they are fully qualified before new hires.

17.7-2 Existing information regarding non-reappointment and displacement shall be provided electronically to the Association including the CC/PSC Displacement List, the Permitted Re-hire List, and the current vacancy list.

17.7-3 Principals/immediate supervisors shall notify the Business Services Division of vacancies immediately after they occur.

17.7-4 In the event a vacancy occurs within a school from which an Annual Contract teacher has been displaced and after CC and PSC teachers in the district have been assigned and if the Annual Contract teacher is fully qualified, he/she shall be appointed to fill that vacancy unless the teacher has been placed in another position.

17.7-5 Prior to the beginning of the school year teachers in out-of-field assignments will be given first consideration for in-field vacancies as they occur. It is the responsibility of the teacher to make application for any such vacancies as listed on the District's website (www.polk-fl.net).

17.7-6 The Permitted Re-hire list shall be distributed to all principals and persons thereon will be given first consideration for appointment to open positions for which they are fully qualified before new hires. The Human Resource Services Department will have ongoing contact with principals with open positions to encourage that the employees on this list be interviewed with the goal of re-hiring these employees as quickly as possible. The Human Resource Services Department will regularly provide the Association with updates regarding the progress of assisting the employees on this list. A final employee status update will be provided the Association regarding those employees who were rehired, those who were offered no position, those who were offered a position and chose not to return, and those who dropped out of the process for any reason.

17.8 Seniority is defined as continuous service, which begins with the effective date of employment as a teacher in the District. If the employment dates as documented on the School Board's agenda are the same for more than one teacher, and it becomes necessary to determine the order of seniority among said teachers, then the date/time that each was nominated as a teacher candidate as documented on the automated recruitment and hiring system candidate report will be used to determine seniority. Approved leaves of absence will not be considered as a break in seniority.

ARTICLE XIX – LAYOFF

Summary of Changes:

- SB736 changed Florida Statute 1012.33 Section(5) to read: *“If workforce reduction is needed, **a district school board must retain employees** at a school or in the school district based upon educational program needs and **the performance evaluations of employees** within the affected program areas. Within the program areas requiring reduction, the employee with the lowest performance evaluations must be the first to be released; the employee with the next lowest performance evaluations must be the second to be released; and reductions shall continue in like manner until the needed number of reductions has occurred. **A district school board may not prioritize retention of employees based upon seniority.**”* As you can see our previous seniority based Layoff procedure is no longer legal.
- Sections 19.1 through 19.3 have been eliminated as they outline the use of seniority as the determining factor for layoff.
- The Definition of seniority in Section 19.2 has been moved to Section 17.8 (Article XVII – Transfers and Changes in Assignment) as it is still a factor for determining displacement order.
- PEA gained agreement to revert to our seniority based system should the above prohibition be removed from Florida Statute.
- Should a layoff be required, PEA will be notified first, be given a list of the identified employees to review, and any questions as to the appropriate employees being identified will be answered before any employees are notified.
- Due to the requirement to have highly qualified teachers, a primary consideration is your area(s) of certification.
- Contract status will then be used to determine layoff order among employees. Employees on Temporary Contracts (TC) will be reviewed first. If layoffs are needed beyond those on TC, then employees on Annual Contracts (AC) would be reviewed, followed by Professional Service Contracts (PSC), and lastly Continuing Contracts (CC).
- If a layoff were to occur, there would be multiple teachers identified that could be laid off. It is likely more employees would be identified than needed, so an order for layoff needs to occur. Based on the statutory language above requiring a decision based upon performance evaluations, points earned on your Overall Annual Performance Evaluation Rating (OAPER) would create that order. Those employees with higher ratings would be retained over employees with lower ratings.
- There is a “bump and roll” component in that if you were identified for layoff in history due to a low OAPER score, but you had math on your certification and were rated higher than a math teacher, you would replace that employee and they would be identified for lay off.
- The recall process remains virtually unchanged and employees will be recalled based upon their seniority.

~~19.1 In the event it becomes necessary for the Board to reduce the number of teachers districtwide through layoff from employment, or to reduce the number of teachers teaching a specific subject or specialty area of certification, or teaching in the elementary area of certification, the Superintendent and the Board shall proceed as follows:~~

~~19.1-1 Teachers holding a temporary certification will be released first, according to seniority as defined in 19.2.~~

~~19.1-2 Annual Contract teachers will then be laid off before Continuing Contract teachers and Professional Service Contract teachers. Annual Contract teachers with corrective action plans will be released according to seniority before fully qualified~~

~~Annual Contract teachers. The choice among fully qualified Annual Contract teachers will be made according to seniority.~~

~~**19.1-3** Continuing Contract and Professional Service Contract teachers will be laid off next and the choice among the Continuing Contract, and Professional Service Contract teachers will be made after the consideration of the following criteria: seniority, fully qualified status, educational qualification, classroom efficiency, compatibility, and capacity to meet the educational needs of the students.~~

~~**19.2** Seniority is defined as continuous service, which begins with the effective date of employment as a teacher in the District. When it becomes necessary to delineate further, the following dated documents shall be used in this order: (1) Board Agenda, (2) Instructional and administrative personnel recommendation form. Approved leaves will not be considered as a break in seniority.~~

~~**19.3** The Superintendent and the Board shall determine the subject areas and number of positions affected in each subject area in secondary schools and the number of positions in elementary schools in which reductions shall be made. The names, school, seniority status, and teaching areas of all teachers whose contracts are terminated because of a reduction in force shall be given in writing to the Association.~~

19.1 Currently Florida Statute 1012.33 requires that within a program area facing reduction, the employee who has the lowest performance evaluation to be the first to be released. The following process shall be piloted during the 2012-2013 school year to determine the employee with the lowest performance rating if a layoff is declared. Should the prohibition against our previous seniority based system be removed, the Board and the Association agree to return immediately to this previous system. The Board and the Association agree to review this new system in bargaining during the 2012-2013 school year.

19.1-1 A reduction in force (RIF) may be declared by the Board when it needs to reduce the number of teachers district wide because it does not have enough positions for teachers based upon their areas of certification. Prior to declaring a RIF the District will review all open positions to determine if assigning teachers into vacant positions may negate the need for a RIF.

19.1-2 Prior to declaring a RIF the Superintendent or designee shall have a meeting with the Association to review the reason for the layoff and review any possible options which could alleviate the necessity for a RIF.

19.1-3 The Association shall be provided a final list of employees identified for layoff including their SAP#, current assignment, certifications on record, and the total points received on their current Overall Annual Performance Evaluation Rating (OAPER) noting any additional tie breaker used to determine the potential layoff order. The Association will be provided an opportunity to review the list and request clarification prior to any employee being notified.

19.1-4 Selection of employees for RIF shall be based on their areas of certification being in an area identified for RIF.

19.2 Should the District prepare to declare a RIF, the District shall first choose among those employees with Probationary Contracts or with no OAPER or an incomplete OAPER following the criteria below.

19.2-1 The Superintendent or designee will provide the Association a list of all teachers on Probationary Contracts or who have no OAPER or an incomplete OAPER because EPC(s) ratings or the Student Performance rating has not been completed. The list will include each teacher's current assignment and a list of each teacher's areas of certification currently on file with the District.

19.2-2 Teachers with Probationary Contracts or with no OAPER or an incomplete OAPER and with a corrective action plan will be released first. When no employee on a corrective action plan remains in an appropriate area of certification, then selection will be made among those teachers in this group who have no OAPER.

19.2-3 Should the District's RIF necessitate identifying additional employees for layoff, the selection will fall to those teachers in this group with an incomplete OAPER. These employees will be chosen for RIF based upon the fewest number of points earned. In case of a tie, the selection will be made by drawing lots.

19.2-4 Should the District's RIF necessitate identifying additional employees for layoff, the selection will fall to those Probationary Contract teachers in this group, if any. These employees will be chosen for RIF based upon the fewest number of points earned for their annual evaluation. In case of a tie, the selection will be made by drawing lots.

19.3 Should the District's RIF necessitate identifying additional employees for layoff, the District shall choose among those annual contract employees with a completed OAPER according to the following criteria. The District will identify all annual contract teachers districtwide assigned to teach the course codes needing further reduction and identify their areas of certification currently on file. As required by Florida Statute 1012.33, the completed evaluations will be reviewed and the total points earned on the last evaluation for each employee will be identified. The District will identify the required number of employees for RIF based upon those annual contract employees who have earned the fewest points on their current OAPER. Should two or more annual contract employees tie, the points earned on the previous year's OAPER shall be used in like manner to determine the potential layoff order. Should previous OAPERs be insufficient to break a tie, the selection will be made by drawing lots. The Association shall receive an initial list of potential annual contract employees to be laid off including their SAP#, current assignment, certifications on record, and the total points received on their current OAPER noting any additional tie breaker used to determine the potential layoff order. If there is a probationary contract teacher in a position for which the employee would be fully qualified, the Annual Contract teacher will be assigned into the position and the probationary contract employee will be reviewed under 19.2 for potential layoff.

19.3-1 Each employee identified in 19.3 for potential layoff will have their OAPER score compared with all other OAPER scores for annual contract teachers assigned to positions for which the employee is highly qualified. The annual contract employee with the lowest OAPER score will be identified for potential layoff. The process will be repeated until the employees with the lowest OAPER scores have been identified. Should a tie score be identified throughout this process, the procedure in 19.3 to determine Layoff order shall be followed.

19.4 Should the District's RIF necessitate identifying additional employees for layoff, the District shall choose among those remaining employees according to the following criteria. The District will identify all teachers districtwide assigned to teach the course codes needing further reduction and identify their areas of certification currently on file. The District shall first select from among the Professional Service Contract (PSC) teachers, and, if not enough PSC teachers are available, Continuing Contract (CC) teachers. As required by Florida Statute 1012.33, the completed evaluations will be reviewed and the total points earned on the last evaluation for each employee will be identified. The District will identify the required number of employees for RIF from among the PSC teachers based upon those employees who have earned the fewest points on their current OAPER. Should two or more employees tie, the points earned on the previous year's OAPER shall be used in like manner to determine the potential layoff order. Should previous OAPERs be insufficient to break a tie, the selection will be made by drawing lots. The Association shall receive an initial list of potential employees to be laid off including their SAP#, current assignment, certifications on record, and the total points received on their current OAPER noting any additional tie breaker used to determine the potential layoff order. The same process will be used if it is necessary to identify any CC teacher for a RIF. If there is an annual contract or probationary contract teacher in a position for which the employee would be fully qualified, the PSC or CC teacher will be assigned into the position and the annual contract or probationary contract employee will be reviewed under 19.3 for potential layoff.

19.4-1 Each employee identified in 19.4 for potential layoff will have their OAPER score compared with all other OAPER scores for teachers assigned to positions for which the employee is highly qualified. The employee with the lowest OAPER score will be identified for potential layoff. The process will be repeated until the employees with the lowest OAPER scores have been identified. Should a tie score be identified throughout this process, the procedure in 19.3 to determine Layoff order shall be followed.

19.45 A teacher whose job is being eliminated as part of a reduction in force shall be notified in writing concurrent with declaration by the District of impending layoff.

19.56 No new teachers shall be hired to fill positions for which teachers on layoff are certified and qualified until laid off teachers have been offered teaching positions for which they are certified and/or qualified.

19.67 Any teacher who has been laid off shall be recalled in inverse order (most senior), within the term of his/her contract, to the first vacancy in the district for which said teacher is qualified and/or certified to teach. Any Annual Contract teacher on layoff will be maintained on the recall list until a period of one year has elapsed.

19.78 Within fifteen (15) days of the receipt of a certified letter of recall, a teacher shall notify the Human Resource Services Division in writing as to whether he/she will accept reemployment. Failure to respond to the letter of recall within the time required terminates the teacher's right of recall.

19.89 Any teacher who would have qualified for regular retirement during the reduction year shall be permitted to teach that year so as to acquire needed service for regular retirement. After that year of teaching, he/she shall be subject to all procedures of personnel reduction.

19.910 Upon reemployment of the teacher, all rights related to salary, fringe benefits and seniority shall be restored.

19.4011 Laid-off teachers may pay, on a monthly basis, the premiums for group life and hospitalization for a period up to one year. This benefit may be extended as defined by COBRA (Consolidated Omnibus Budget Reconciliation Act) legislation.

TEACHER ARTICLE XXXIII - CONTRACT TERM

Summary of Changes:

- Extends the effective date of your collective bargaining agreement (contract) through June 30, 2012.

The terms and conditions of this contract shall become effective as of ~~January 1, 2010~~ July 1, 2011. Any and all grievances, which may be filed during the term of this contract, will be settled on the basis of the procedure and remedies as set forth in this Collective Bargaining Agreement.

In the event that the legislature imposes action affecting a section(s) of this agreement between the Board and the Association, the Board and the Association shall meet in negotiations to resolve any conflicts created by such imposed acts.

This Collective Bargaining Agreement shall remain in full force and effect through June 30, ~~2012~~, 2014 unless agreement is reached before that date. The parties agree that negotiations will continue on an ongoing basis in a collaborative, interest based approach to resolve problems, with salaries negotiated as agreed upon.

This Agreement shall not be extended orally.

POLK EDUCATION ASSOCIATION, INC.

THE SCHOOL BOARD OF POLK COUNTY, FL

By _____
President

By _____
School Board Chairman

By _____
Superintendent

By _____
Director Employee Relations

Appendix B - Teacher Transfer Request Form

Summary of Changes:

- PEA filed a class action grievance over the Transfer Form as the District was requiring much more information to be provided than what was allowed by the contract. In essence, they were requiring a new employment application be filled out to transfer schools. The grievance was granted and we have reverted to a more basic transfer form.
- The electronic form was updated to reflect the original form with some minor changes. Employees should no longer have to fill out the equivalent of a new application to transfer schools. (The Form is on the next page.)

Please note: This request must be completed and submitted via email to transfers@polk-fl.net to be reviewed and cleared by the Human Resources Services Certification & NCLB Department before transfer.

Request for Transfer for the school year: Click here to enter text. <i>(This request is valid for one school year only)</i>		Current School Year: Click here to enter text.	
Name: Click here to enter text.		SAP: Click here to enter text.	
Street Address: Click here to enter text.		City: Click here to enter text.	Zip: Click here to enter text.
E-Mail Address: Click here to enter text.		Contact Phone #: Click here to enter text.	
Current School: Click here to enter text.		Current Teaching Assignment (Subject/s): Click here to enter text.	
Current School Phone #: Click here to enter text.		Current Grade Level: Click here to enter text.	
Requested Teaching Assignment (Subject/s): Click here to enter text.		Grade Level/s: Click here to enter text.	
(1) School: Click here to enter text.		Position: Click here to enter text.	Est. Miles: Click here to enter text.
(2) School: Click here to enter text.		Position: Click here to enter text.	Est. Miles: Click here to enter text.
(3) School: Click here to enter text.		Position: Click here to enter text.	Est. Miles: Click here to enter text.
Reason for Transfer/Change of Assignment Request:		Click here to enter text.	
Contract Status: (Check One)	<input type="checkbox"/> PSC/CC	<input type="checkbox"/> Annual	<input type="checkbox"/> Probationary
Are you a teacher in an area deemed core content for the purpose of NCLB? (Core Content = math, science, social science, English, elementary education)(Check one) Comment: Click here to enter text.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, are you in compliance with the Highly Qualified Requirement? (Check one) Comment: Click here to enter text.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Based upon your most recent teacher assessment, did you receive a notice of Satisfactory Performance or above? (Check one) Comment: Click here to enter text.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
If No, are you currently working to satisfy a Professional Development Plan? (Check one) Comment: Click here to enter text.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Signature: Click here to enter text.		Date: Click here to enter text.	
Are you in compliance with your ESOL Plan of Study? (Check one) If No, where are you in the process? Click here to enter text.		<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Does Not Apply
Are you in compliance with your Reading Plan of Study? (Check one) If No, where are you in the process? Click here to enter text.		<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Does Not Apply

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Forms will be reviewed within 72 business hours following receipt of completed original signed document in Certification office. Changes and new requests will require new forms.

Appendix L

Instructional Assistance Conference Guidelines

Summary of Changes:

- Added the Instructional Assistance Conference (IAC) form to the contract. An IAC is to be collaborative between the administration and a teacher. It is an option for an administrator to use who has noted a performance concern that needs addressed but does not want to use a more formal and stringent written plan for improvement.
 - The IAC is non-disciplinary and does not carry the weight of a Professional Development Plan (PDP). It is intended to be a positive tool for guiding professional growth.
1. The Instructional Assistance Conference is a professional conversation between the teacher and the principal to identify specific areas of concern coupled with suggested action to be taken to assist the teacher in helping students achieve learning gains.
 2. The conference should produce collaborative ideas for suggested actions to assist the teacher.
 3. This type of collaborative professional activity is meant to be used with teachers who may need assistance in targeted areas.
 4. Monitoring is informal; however, an initial meeting and an exit meeting are required.
 5. Once strategies are defined, the teacher is provided support personnel who are available to assist in the successful completion of the strategies. One action step will be to name persons designated to assist the teacher as needed with the items noted on the Instructional Assistance Conference Form.

Polk County School District
Instructional Assistance Conference Form

Name: _____ Initial Meeting Date: _____

School: _____ School Year: _____

Principal's Signature

Teacher's Signature

Specific Area(s) of Concern	Suggested Action(s)

Resource Person(s):

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Exit Meeting Date: _____

Principal's Signature

Teacher's Signature