

**ADDENDUM**  
**TO THE**  
**INSTRUCTIONAL PERSONNEL CONTRACT**

**BETWEEN**

**THE OKEECHOBEE COUNTY SCHOOL BOARD**

**AND**

**THE OKEECHOBEE COUNTY EDUCATION ASSOCIATION**  
**LOCAL UNION 1604**

**AFFILIATED WITH**

**THE FLORIDA EDUCATION ASSOCIATION**  
**THE AMERICAN FEDERATION OF TEACHERS/AFL-CIO**

**AND**

**THE NATIONAL EDUCATION ASSOCIATION**

**JULY 1, 2016, THROUGH JUNE 30, 2017**

**2016-2017 Addendum  
To Instructional Personnel Contract  
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## **ARTICLE II**

### **C. Unchanged Prior Provisions**

All details such as dates and names appearing in the existing Agreement shall be brought up to date. All other provisions of the existing Agreement not modified by the negotiation of these proposed changes and additions shall remain in full force and effect.

## **ARTICLE VI      Employee Benefits**

### **E.    Insurance**

#### **1.    Health Insurance**

The Board agrees to provide all regular, full time classified employees with a basic hospitalization and health insurance program. Any anticipated changes to the hospitalization and health insurance program(s) which would result in a program less than equivalent to the existing program shall be subject to negotiations. The Board contribution in premium toward the cost of health insurance is as follows: 100% of Plan 5302; 87.2% of Plan 3769; and 65.0% of Plan 3768. Employees working less than seven (7) hours per day and who were employed after July 1, 1990, shall receive a pro-rated portion of this benefit according to the number of hours worked.

In addition to the premium contributions above, an Employee Wellness Center will be established for employees and their dependents who are currently enrolled in the Board's health insurance program. The clinic will include: free office visits, free health and wellness screenings and counseling, and a free stock medication program of commonly used prescriptions.

The above contribution rates include a \$75.00 per month premium discount for each employee who participates in a wellness initiative. To continue receiving the monthly premium discount, the following conditions must be met:

- Each newly hired employee must complete a full health risk assessment (inclusive of a biometric screening and blood draw) and at least one (1) follow-up visit to the Employee Wellness Center to discuss the results of the screening prior to December 1<sup>st</sup> of the current school year.
- Each new employee who is hired on or after November 1<sup>st</sup> through the end of the current school year shall be eligible for the premium discount but must complete the full health risk assessment and follow-up visit by December 1<sup>st</sup> of the following school year to remain eligible.
- Current employees who have never completed the full health risk assessment and follow-up appointment will remain ineligible until compliance with the next eligibility cycle during the following school year.
- Current employees who have completed the full health risk assessment and follow-up appointment will remain eligible for the premium discount through the 2018-19 school year.

Employees who fail to participate will not be eligible for the monthly premium discount.

## **ARTICLE VII      Employee Rights**

### **A.    Instructional Personnel Rights**

In employment, job assignment and employee/employer relations, no procedure shall discriminate against any applicant or employee on the basis of membership in the Okeechobee County Education Association #1604.

There shall be no reprisal against any employee for processing a grievance or participating in the grievance procedure.

Any person sustaining injury as a result of any violation by the Okeechobee County School Board of this provision shall be entitled to apply to a court of competent jurisdiction for appropriate relief, injunctive or otherwise as set forth in Florida Statutes 447.17.

## **ARTICLE VIII      Employment Conditions**

### **F.      Planning Period**

Planning time shall be defined as individual teacher planning and preparation, individual teacher evaluation and grading of students' work, and other similar tasks associated with the immediate demands of classroom teaching. Each teacher on the secondary level shall be provided one daily uninterrupted class period during the normal work day, free from supervision of students, and each teacher on the elementary level shall be provided one daily uninterrupted period of not less than forty (40) minutes during the normal work day, free from the supervision of students, for planning. Principals shall preserve planning time reserved in this section for the stated planning period. Meetings shall not be scheduled during a teacher's planning period in excess of the following:

August – 2	December – 1	April – 3
September – 3	January – 3	May – 2
October – 3	February – 3	
November – 2	March – 3	

Meetings for the purpose of this provision shall include, but not be limited to, grade level meetings, department meetings, IEP meetings, team meetings, parent conferences, group planning times, professional development meetings, training meetings, curriculum meetings, evaluation conferences, etc. This restriction shall not apply to brief consultations regarding student discipline, student services, administrative inquiries or any meeting initiated or requested by the teacher.

This provision shall supersede any other provisions concerning work hours and planning period.

## **ARTICLE VIII      Employment Conditions**

### **G.   Teacher Planning Days**

Prior to the beginning of the student school year, the day designated as open house and one (1) additional day will be used solely for teacher planning and preparation.

No less than one-half of each planning day provided during the regular school year shall be used exclusively for teacher planning and preparation.

Beginning the 2015-16 school year, one (1) planning day shall be redistributed within the school year to be used solely as teacher planning and preparation by way of one (1) early release day the day before Winter Break and one (1) early release day on the last student day of the year.

One early release day will be provided each nine-week period at close proximity to progress report distribution for the purpose of parent/teacher conferences, IEP meetings, professional development, grade level curriculum planning meetings, and team leader meetings.

## **ARTICLE VIII      Employment Conditions**

### **I.      Faculty Meetings/Other Professional Meetings**

Teachers may be required to remain after the end of the regular work day on campus not more than five (5) times each school year to attend faculty meetings and meetings scheduled by the principal or the principal's designee. If, however, an emergency is determined by the Superintendent of Schools, or in his/her absence, his/her designee, the number of faculty meetings may be increased. All such meetings shall not exceed over forty-five (45) minutes beyond the normal work day on campus.



## **ARTICLE VIII      Employment Conditions**

### **X.      Employee Sick Leave Bank      *(Continued)***

#### **COMMITTEE FOR EMPLOYEES SICK LEAVE BANK**

**MEMBERSHIP** - The committee shall have a total of six (6) members. The committee shall be composed of two (2) teachers, two (2) classified personnel appointed by the Association President, and two (2) members appointed by the School Superintendent.

Members of the committee shall be appointed during the month of September.

Both parties agree to convene the Sick Leave Bank Membership Committee immediately upon ratification. The committee will meet in an effort to resolve the following issues/concerns;

- Reevaluate current Sick Leave Bank policies and procedures
- Consider implementing a Sick Leave Authorization Policy to donate accrued sick leave to friends who are School Board employees
- Reevaluate current policy regarding donating accrued sick leave to family members who are School Board employees
- Consider impact of the absences on the essential job functions of the employee.

The committee will make recommendations to both bargaining teams no later than October 28. Both bargaining teams will reconvene to review the findings and negotiate possible changes.

## ARTICLE VIII      Employment Conditions

### CC.    Transfers and Reassignments

**Transfer** shall mean the movement of the employee to a different school or worksite.

**Reassignment** shall mean the change of assignment for an employee within a school or worksite.

**Voluntary transfer** or voluntary reassignment shall mean an employee initiated transfer or reassignment.

**Involuntary transfer** or involuntary reassignment shall mean an employer initiated transfer or reassignment of an employee.

Voluntary transfer requests will be considered based upon the following guidelines:

1. Instructional personnel who wish to be considered for transfer shall complete their Skyward application for each open position.
2. Instructional personnel properly certificated and qualified for an opening shall be considered for transfer as requested.
3. If a vacancy occurs during the student year, the vacancy may be filled for the following year via transfer request procedures. All vacancies throughout the calendar year shall be listed on the district website and e-mailed to all instructional staff.
4. A list of known and/or anticipated vacancies shall be posted in each school when the vacancy occurs by school with grade or subject area. When a vacancy is posted during the school year, it shall remain posted for a minimum of five (5) working days. At any time during the summer, the vacancy will be posted for a minimum of three (3) working days.
5. When more than one applicant is properly certificated and meets the transfer criteria, seniority in Okeechobee County will be a primary consideration.
6. All voluntary transfers shall be subject to the approval of the receiving principals.
7. All job postings shall be e-mailed to the Association office at the time of posting.
8. Voluntary transfer requests shall be given priority consideration over new employees.
9. Instructional personnel applying for vacancies at any given school site who meet requirements as listed in Guideline 2 shall be granted one face-to-face interview by the principal and/or supervisor per school year. This interview shall apply for all positions that may open at that site for any given year as specified in BB.1. of this Article. This guideline covers only those instructional personnel who have been reappointed for the following school year.
10. Involuntary transfers and involuntary changes in teaching assignments deemed necessary by the administration of the Board shall be made only after the principal has met with the instructional employee to state the reasons for such transfers or changes in assignments.
11. Principals are prohibited from recruiting employees or coercing employees to transfer.
12. Instructional personnel may submit requests in writing to their principals for consideration of placement in a different grade level, academic level or department, i.e. voluntary reassignment. When more than one (1) request from teachers who are properly certificated and who meet the reassignment criteria are submitted, seniority in Okeechobee County will be a primary consideration.
13. An employee receiving an involuntary reassignment from one school year to the next shall be notified no later than ten (10) days before the last student day of the year when practicable. When such notice is not given, an employee shall be provided with custodial support in moving classrooms and shall be paid at the inservice rate for up to 14 hours to move his/her classroom.

## **ARTICLE VIII      Employment Conditions**

### **KK.    Guidance Counselor Task Force**

Both parties agree to establish a Guidance Counselor Task Force commencing immediately upon ratification. This committee will be comprised of three (3) representatives selected by the Superintendent and three (3) representatives selected by the Okeechobee County Education Association in an effort to resolve issues/concerns related to workload.

The following charges, including, but not limited to: job responsibilities, testing, extra duties, truancy, ELL, ESOL files, online learning etc. The committee will make recommendations to both bargaining teams no later than October 28. Both bargaining teams will reconvene to review the findings and negotiate possible changes.

## **ARTICLE IX        Leaves of Absence**

### **J.    Bereavement Leave**

Instructional personnel may be granted two (2) days of Bereavement Leave with pay in the event of the death of the employee's spouse, parent, step parent, father-in-law, mother-in-law, son-in-law, daughter-in-law, child, step child, legally adopted child, brother, sister, grandmother, grandfather, or grandchild. After the two (2) days, the employee will be allowed to use accumulated sick leave, personal leave with pay, or personal leave without pay contingent upon approval of immediate supervisor when it is determined the needs of the school can be met.

Instructional personnel will be allowed to use accumulated sick leave, personal leave with pay, or personal leave without pay, as approved by the immediate supervisor, in the event of the death of the employee's foster parent, foster child, step brother, aunt, uncle, step sister, current spouse's step parent, current spouse's foster parent, current spouse's grandparent, sister-in-law, brother-in-law.

## ARTICLE XI Salaries

### A. Salary Schedule

2016-2017						
Okeechobee County School Board						
Salary Schedule No. 1 Grandfather Schedule/Performance Pay						
Instructional Personnel - Bachelor's Degree						
Certified Permanent Substitute Teacher						
STEP	YEARS EXPERIENCE	BASE SALARY		STEP	YEARS EXPERIENCE	BASE SALARY
1	0, 1	39,000		18	25	52,600
1.5	2	39,400		18.5		53,000
2	3	39,800		19		53,400
2.5		40,200		19.5	26	53,800
3		40,600		20	27	54,200
3.5	4	41,000		20.5		54,600
4	5,6,7	41,400		21		55,000
4.5	8	41,800		21.5		55,400
5		42,200		22		55,800
5.5		42,600		22.5	28	56,200
6	9	43,000		23		56,600
6.5		43,400		23.5		57,000
7	10	43,800		24	29	57,400
7.5		44,200		24.5		57,800
8		44,600		25		58,200
8.5	11	45,000		25.5		58,600
9	12	45,400		26		59,000
9.5	13	45,800		26.5		59,400
10	14, 15	46,200		27		59,800
10.5		46,600		27.5		60,200
11	16	47,000		28		60,600
11.5	17, 18	47,400		28.5		61,000
12	19	47,800		29		61,400
12.5	20	48,200		29.5		61,800
13		48,600		30		62,200
13.5	21	49,000		30.5		62,600
14		49,400		31		63,000
14.5		49,800		31.5	30+	63,400
15	22	50,200		32		63,800
15.5	23	50,600		32.5		64,200
16		51,000		33		64,600
16.5	24	51,400		33.5		65,000
17		51,800		34		65,400
17.5		52,200		34.5		65,800

**Regular Year Personnel Work Days:**

196 - Regular Teacher/Drop Out Prevention Credit Retrieval Teacher

**Extended Year Personnel Work Days:**

198 - Beginning Teacher

206 - Exceptional Child Staffing Specialist #2 / Exceptional Child Behavior Specialist /

Exceptional Child Job Development Counselor / Exceptional Child Extended Year

Speech Teacher / Exceptional Child Extended Year PK Teacher/Reading Coach/

Exceptional Child Transition Counselor, ESE Counselor #2

216 - High School Guidance / High School Voc. Resource / Middle School Guidance

Counselor / Elementary Guidance Counselor / ESE Counselor #1/ Exceptional Child Staffing Spec. #1 /

Teacher on Special Assignment, Title I/

Exceptional Child Case Mgr. / ROTC Instructor #2 / Technology Spec. Instructional /

Exceptional Child Social Worker/Intervention Specialist

236 - High School Agriculture Teacher / ROTC Instructor #1 / Head Football Coach

Initial placement on the Performance Pay salary schedule for teachers shall be based upon years of successful experience as shown on the salary schedule above. After initial placement, teachers shall move on the salary schedule in accordance with Article XI.B or XI.D, unless otherwise negotiated.

Instructional personnel at the secondary level who agree to teach an additional class during their planning period shall be paid at their hourly rate of pay for the semester during which the additional class is scheduled. Instructional personnel shall be responsible for making up the missed planning time on their own time.

ROTC Instructors shall receive Minimum Instructor Pay as stipulated by the U.S. Army or be placed on the Instructional Salary Schedule commensurate with experience, whichever is greater.

## **ARTICLE XI        Salaries**

### **B.    Performance Pay**

Florida Statute 1012.22 and participation in Florida's Race to the Top Grant require each district to develop a performance pay plan. The School District of Okeechobee County and the Okeechobee County Education Association recognize that salary is mandatory topic of bargaining and that no statement contained herein is an attempt to prohibit or restrict bargaining on an annual basis. The tenants of the performance pay plan are as follows:

#### **Grandfathered Salary Schedule**

1. The Grandfathered salary schedule consists of fractionalized and equally indexed steps according to the Instructional Salary Schedule, Article XI.A.
2. Because salary is negotiated on an annual basis, movement will be determined during collective bargaining.
3. The Grandfathered salary schedule contains an experience grid that prohibits new hires from passing current employees with similar experience.

#### **Performance Salary Schedule**

1. The Performance salary schedule is identical to the Grandfathered salary schedule.
2. Individuals with an effective rating will be moved in an identical manner to the individuals moving on the Grandfathered salary schedule. For example: During negotiations, it may be determined that individuals eligible for one whole step may receive \$800 on the Grandfathered salary schedule. Because the law allows individuals receiving an effective rating to make exactly the same amount as the individuals on the Grandfathered salary schedule, his/her increase would also be \$800.
3. According to F.S. 1012.22, the annual salary adjustment under the Performance salary schedule for an employee rated as highly effective must be greater than the highest annual salary adjustment available to an employee of the same classification through any other schedule adopted by the district.
4. In addition, the adjustment under the Performance salary schedule for an employee rated as effective must be equal to at least 50 percent and no more than 75 percent of the annual adjustment provided for a highly effective employee of the same classification. For example: If the adjustment for the individual rated effective on the Performance salary schedule is \$800 (1 step), then the adjustment for highly effective must be \$1,200 (1.5 steps). ( $\$800/\$1,200=0.667*100=66.7\%$ )
5. The Performance salary schedule shall not provide an annual salary adjustment for an employee who receives a rating other than highly effective or effective for the year.
6. After ratification, any newly hired teacher who is placed in a third grade retained position which requires a rating of highly effective will be placed on the performance pay schedule commensurate with a highly effective rating and experience.

## **ARTICLE XI        Salaries**

### **E.    Provision for Teaching Experience and Vocational Teachers**

An instructional employee may bring in all teaching experience including both public and private school experience, provided the private school is accredited by the respective State Department of Education or the National Regional Accrediting Association and provided that the teacher held a valid teaching certificate when the teaching experience was acquired.

Teaching experience shall include substitute experience when the experience was equal to one day more than one-half of a teacher work-year where the teacher was actually responsible for classroom instruction and other duties normally assigned to a teacher. Said experience must be in one teaching assignment for a minimum of at least one (1) semester.

All Accelerated Into Teaching (AIT) candidates who successfully complete the program and teach one (1) day over half the teacher work year, shall be granted one (1) year of experience credit on the salary schedule.

New Hires to the District have a time period of ninety (90) days from their initial date of hire to provide verification for all work related experience. Pay for experience granted will be retroactive to date of hire. If proof of experience is provided after ninety (90) days the pay for experience credit will begin with the next regularly scheduled payroll period.

Vocational-industrial teachers shall be paid according to the teacher's salary schedule, with the stipulation that all experience claimed be related to the field in which the teacher is teaching and that said experience be verified in writing as required in the State Board Regulations.

**ARTICLE XI      Salaries**

**F.      Salary Schedule – Differentiated Pay**

**2016 - 2017  
OKEECHOBEE COUNTY SCHOOL BOARD  
SALARY SCHEDULE IB  
DIFFERENTIATED PAY**

POSITION	ALLOCATION	2016 - 2017 AMOUNT
High School Athletic Director	1	5,000
Middle School Athletic Director	2	1,550
Varsity Football Coach	1	5,000
Assistant Varsity Football Coach	5	2,730
JV / 9th Grade Football Coach (Payment: if participating, 80% Fall / 20% Spring)	4	2,100
Weight Lifting Coach	1	1,300
Varsity Flag Football	1	1,300
Assistant Varsity Flag Football	1	650
JV Flag Football	1	1,000
Varsity Soccer Coach	2	2,900
JV Girls/Boys Soccer Coach/Asst. Varsity Soccer Coach	2	1,710
Middle School Soccer Coach	2	1,700
Middle School Assistant Soccer Coach	2	850
Varsity Basketball Coach	2	3,200
JV Basketball Coach	2	2,100
9th Grade Basketball Coach/Asst. Varsity Basketball Coach	2	1,600
Middle School Basketball Coach	4	1,600
Middle School Assistant Basketball Coach	4	875
Varsity Baseball Coach / Softball Coach	2	3,200
Assistant Varsity Baseball Coach / Softball Coach	2	2,175
JV Baseball Coach / Softball Coach	2	2,100
9th Grade Baseball Coach / Softball Coach	2	1,600
Varsity Track Coach	2	2,700
Varsity Cross Country Coach	1	1,800
Assistant Varsity Track and Field Coach	1	1,750
Varsity Tennis Coach	2	1,600
Varsity Wrestling Coach	1	3,200
Assistant Varsity Wrestling Coach	1	1,600
Varsity Golf Coach	2	1,600
Varsity Volleyball Coach	1	3,200
Assistant Varsity Volleyball Coach	1	1,600
JV Volleyball Coach	1	1,750
9th Grade Volleyball Coach	1	1,500
Middle School Volleyball Coach	2	1,600
Middle School Assistant Volleyball Coach	2	800
Varsity Bowling Team Coach	1	1,600
Varsity Swimming Coach	1	2,500
Assistant Varsity Swimming Coach	1	1,700
High School Agriculture Teacher	2	1,700
Freshman Campus Agriculture Teacher	1	1,700



**ARTICLE XI      Salaries**

**F.      Salary Schedule – Differentiated Pay      (Continued)**

POSITION	ALLOCATION	2016 - 2017 AMOUNT
High School Band Director	1	5,000
Assistant High School Band Director	1	2,000
Varsity Cheerleader Sponsor	1	3,200
JV Cheerleader Sponsor	1	1,300
9th Grade Cheerleader Sponsor	1	1,000
High School Auxiliary	1	1,400
Senior Class Sponsor	2	1,500
Junior Class Sponsor	2	1,300
Sophomore Class Sponsor	2	500
Freshman Class Sponsor	2	500
High School Student Council Sponsor	1	1,100
High School Yearbook Sponsor	1	1,400
High School Journalism Sponsor	1	1,150
High School HOSA Sponsor	1	500
High School Drama Sponsor	1	1,700
High School Drama Assistant Sponsor	1	680
High School Academic Team Sponsor	2	500
High School Audio/Visual Coordinator	1	700
Freshman Campus Student Council Sponsor	1	650
Freshman Campus Journalism Sponsor	1	650
Middle School Agriculture Teacher	2	1,700
Middle School Band Director	2	1,700
Middle School Pep Squad Sponsor	2	600
Middle School Steppers Coach	2	550
Middle School Student Council Sponsor	2	800
Middle School Yearbook Sponsor	3	800
Elementary Yearbook Sponsor	5	600
Elementary Student Council Sponsor	6	350
K-5 Split Class to Meet Class Size Reduction	10	750
Teachers of Intensive Emotional Behavior Disordered Students	4	1,000
Teachers: Middle School Discipline Program	1	1,000
Teachers: High School Discipline Program	1	1,000
Teachers: Critical Shortage Areas	215	600
Teachers: ♦ Highest Poverty Area School	55	400
♦ Title I Schools (Not Including Highest Poverty)	250	100
Teachers: Schools That Earned an "F" or 3 Consecutive "D's"		100
District Math/Computer Contact Person	1	1,000
District Science Contact / Science Fair Person	1	1,300
Department Head, Grade & Pod Chairman, Team Leader	72	1,400
Peer Teacher/Mentor Teacher (2016-17 year only)	40	1,400
Middle School Department Head	14	1,400
Osceola 5 <sup>th</sup> Grade Department Head	1	1,050
School Level Computer Contact Person	29	700
Teacher Serving as Bus Driver, Alt. Prog/SED Center	2	1,300
High School Dean	2	3,100
Middle School Dean	3	1,700
ROTC Drill and Ceremony Coach	2	1,300
ROTC Competition Coach	2	1,170
Wellness Champion	2	500

\*Normal: If a school wishes to deviate from the normal allocation, such request shall be made in writing to the Superintendent.

## **ARTICLE XI      Salaries**

### **N.    Pay Periods**

Teachers' salaries shall be paid on a semi-monthly basis. Teachers shall be paid in twenty-four (24) equal payments. Effective January 1, 2017 all pay will be issued through Direct Deposit.

Deductions for Association dues, life insurance, health insurance, credit union, United Way, and annuities shall be divided into twenty-four equal parts.

Teachers will receive the equivalent of one (1) paycheck at the conclusion of the fourth work day or August 15, whichever is later, provided that all required information is on file in the Human Resource Office by August 1. Three (3) paychecks will be issued on May 15, two (2) checks will be issued on May 31, and one final paycheck will be issued no later than June 15.

The amount of sick leave taken and sick leave remaining will be reflected on every paycheck.

## ARTICLE XII Evaluation

### C. Definitions

1. State assessments: Any statewide approved assessment for a given subject area.
2. District assessments: A district-wide created and state-approved assessment for a given subject area.
3. Value added state model: Formula developed by the state to measure student-learning growth.
4. Learning targets: Locally agreed upon goal for measurement of student progress for students who do not take statewide assessments.
5. Two years of data: Current year plus one immediately preceding year.
6. Three years of data: Current year plus two immediately preceding years.
7. OCIES: Okeechobee County Instructional Evaluation System, the term for the overall evaluation of an Okeechobee teacher.
8. IPC: Instructional Practice Components, the observation portion of a teacher's OCIES evaluation which is based on multiple observations undertaken by the teacher's supervisor.
9. Unsatisfactory performance: Two consecutive Unsatisfactory annual OCIES evaluations, two Unsatisfactory annual OCIES evaluations within a three-year period, or three consecutive annual OCIES evaluations of Needs Improvement or a combination of Needs Improvement and Unsatisfactory.
10. Developing teacher: Instructional personnel in the first (3) years of District employment who need improvement.
11. Newly hired teacher: A teacher in first year of District employment, who may or may not be a Developing teacher.
12. Entry level teacher: a teacher in his/her second (2) or third (3) year of District employment, who may or may not be a Developing teacher.
13. Regular teacher: any teacher not a Newly Hired or Entry Level teacher.
14. Teacher Improvement Plan (TIP): A process afforded to teachers to support performance concerns as identified in OCIES.
15. 90-day Performance Probation: The statutory 90-day process for which unsuccessful completion could lead to termination of a professional services or continuing contract teacher for Unsatisfactory Performance. During this 90-day period the district will offer assistance to the teacher.
16. Deliberate Practice: In deliberate practice, teachers identify one thin slice of teaching to focus their efforts to improve. Deliberate practice requires establishing a baseline for performance in a focus area (thin slice) and engaging in focused practice, feedback and monitoring of progress within a time-bound goal for improvement.

## ARTICLE XII Evaluation

### D. Evaluation Components

<u>Component</u>	<u>Description</u>	<u>Timeline</u>
Annual Planning Conference	<ul style="list-style-type: none"> <li>• Setting expectations</li> <li>• Individual questions regarding procedures</li> <li>• Goal setting</li> <li>• Review of forms</li> <li>• Review of electronic data components of evaluation system</li> <li>• Identify the status of the teacher, if newly hired determine Student Growth and Achievement measure to be used on first summative</li> <li>• Identify areas of focus for enhancement</li> <li>• Teacher selects one (1) indicator in Domain 1 for Deliberate Practice</li> </ul>	<ul style="list-style-type: none"> <li>• September 30</li> </ul>
Formal Observation – mutually scheduled	<ul style="list-style-type: none"> <li>• 30 minutes (elementary) or a class period (secondary), whichever is greater</li> <li>• A scheduled reflection conference (occurs within seven (7) days following the observation)</li> <li>• Used for annual evaluation</li> <li>• Written feedback</li> <li>• Observer gathers evidence regarding classroom instructional practices and behaviors</li> </ul>	<p>At a minimum:</p> <ul style="list-style-type: none"> <li>• Newly Hired Teacher: - 3 formal observations: 1 in first 20 days of employment, 1 by end of 1<sup>st</sup> semester, and 1 during 2<sup>nd</sup> semester</li> <li>• Entry Level Teacher – 1 formal observations per semester</li> <li>• Regular Teachers - 1 formal observation per year</li> <li>• Refer to XII.G.g.</li> </ul>
Informal Observation – announced or unannounced	<ul style="list-style-type: none"> <li>• At least 15 minutes in length</li> <li>• Used for annual evaluation</li> <li>• Written feedback</li> <li>• Observer gathers evidence regarding classroom instructional practices and behavior</li> </ul>	<ul style="list-style-type: none"> <li>• Entry Level year Teacher – 1 informal observation per year</li> <li>• Regular Teachers – 2 informal observations per year</li> <li>• Refer to XII.G.g.</li> </ul>
Walkthroughs – unannounced	<ul style="list-style-type: none"> <li>• Minimum of 3 minutes in length</li> <li>• Used for annual evaluation</li> <li>• Written feedback</li> <li>• Observer gathers evidence regarding classroom instructional practices and behaviors</li> </ul>	<ul style="list-style-type: none"> <li>• All Teachers – no minimum</li> <li>• Refer to XII.G.g.</li> </ul>
Teacher/Principal Interaction/Engagement	<ul style="list-style-type: none"> <li>• Engagement which relates to deliberate practice and/or student growth which provides evidence of indicators and/or domains</li> <li>• Includes but not limited to: conversations, staff meetings, conferences, and the like</li> </ul>	<ul style="list-style-type: none"> <li>• Ongoing</li> </ul>
Summative Conference	<ul style="list-style-type: none"> <li>• Individual overview of performance</li> <li>• Finalizing the evaluation</li> <li>• Review of previously submitted artifacts and opportunity to present additional ones</li> <li>• Signing of forms</li> </ul>	<ul style="list-style-type: none"> <li>• Newly Hired teachers: One (1) informational summative conference prior to the end of the 1<sup>st</sup> semester, and the 2<sup>nd</sup> final summative conference 6-weeks prior to the end of the school year</li> <li>• Entry Level teachers: One (1) conference on the instructional practice component at the end of the 1<sup>st</sup> semester and one (1) final summative conference 6-weeks prior to end of school year.</li> <li>• Regular teacher: One (1) summative conference 6 weeks prior to the end of the school year</li> </ul>

## **ARTICLE XII      Evaluation**

### **F.      Value Added/Student Learning Growth/Gain Data**

The Value Added Model (VAM) will be calculated for instructional personnel as follows:

1. For the 2016-17 school year, the Instructional Practice Component (IPC) will comprise 66.7% of the final summative evaluation and the Student Growth and Achievement (SGA) will comprise 33.3% of the final summative evaluation.  
Where available, SGA/VAM calculations will be performed using up to the three (3) most recent SGA/VAM values, including two (2) and three (3) year aggregate calculations.
2. ESE teachers will be assessed as follows:
  - a. ESE teachers serving a combination of students taking multiple type of assessments, i.e., Florida Standards Alternate Assessment (FSAA), or other state or district approved assessment, will have their student growth and achievement based on a percentage of students assigned to each of these categories.
  - b. Classroom teachers teaching K-2 students with significant cognitive disabilities will have their student growth and achievement calculated using Unique Learning System assessments for reading.
  - c. Classroom teachers teaching juniors through age 22 with significant cognitive disabilities will have their student growth and achievement calculated by the percent of students who make .5 year's growth on iReady ELA and math. Weighting will be as follows: 50% ELA, 50% math.
3. PreK teachers will be assessed as follows:
  - a. Developmental PreK (ACE) teachers' student growth will be calculated using the Unique Learning System assessments.
  - b. The Voluntary PreK teachers' student growth will be measured using the Florida VPK Assessment.
4. Classroom teachers teaching grades K-2 will have their student growth and achievement determined by the percent of students making one (1) year's growth in iReady ELA and the percent making one (1) year's growth in iReady math as determined by student performance on the diagnostic assessments. For ELA and math, weighting will be as follows: 50% ELA, 50% math.
5. Classroom teachers teaching grade 3 will have their student growth and achievement determined by the percent of students scoring Level 3 or higher on FSA ELA and the percent of students scoring Level 3 or higher on FSA math. Weighting will be as follows: 50% ELA, 50% math.
6. Classroom teachers, teaching grades 4 or above with three (3) years of VAM data whose students take FSA in the subject area(s) of ELA and math taught by them will have their VAM calculation determined by the three-year aggregate VAM classification released by the Florida Department of Education.
7. Classroom teachers teaching grades 4 or above without a three-year aggregate VAM calculation whose students take FSA in the subject area(s) of ELA and math taught by them will use their individual students' scores for FSA ELA and math. Weighting will be prorated based upon the courses taught.

## ARTICLE XII Evaluation

### F. Value Added/Student Learning Growth/Gain Data (continued)

8. Classroom teachers, teaching 8th grade science or 5th grade science, will have their student growth and achievement calculated by using the percent of students scoring Level 3 or above on the Statewide Science Assessment.
9. Classroom teachers who teach courses with district-developed End Of Course exams will have their student growth and achievement based on the percent of students scoring 70% or higher. Student growth and achievement will be based on the proration of the district-developed End Of Course exams for which the teacher is responsible.
10. Classroom teachers who teach courses with End of Course (EOC) exams will have their students' growth and achievement calculated based on the percent of students passing the EOC, SAT, ACT, or PERT if recognized as a concordant score.
11. Classroom teachers who teach Algebra I in grades 8-9 will have their student growth and achievement calculated using Algebra I VAM.
12. Classroom teachers who teach Advanced Placement (AP) courses will have their students' growth calculated by the percentage of students scoring at Level 2 or above on the AP exam.
13. Music and PE teachers in elementary and non-classroom teachers assigned to specific schools or multiple schools will have their student growth and achievement calculated by using the ELA and math assessments assigned to the students they serve weighted fifty percent (50%) in ELA and fifty percent (50%) in math. **(Examples: music and PE teachers, guidance counselors, deans, staffing specialists, speech therapists, etc.)**
14. ELA coaches and media specialists will have their student growth and achievement calculated by using the ELA assessments assigned to the students they serve.
15. Beginning 2015-16 the district student growth and achievement will be used for student growth and achievement for district itinerant teachers. **(Examples: DHH, TVI, crisis counselors, social workers, Behavioral Specialists, math science coach and teachers on special assignment.)**
16. Classroom teachers whose students are in dual enrollment courses will have their student growth and achievement calculated based on the percentage of students scoring 70% or greater on the dual enrollment final exams.
17. Classroom teachers teaching band will have their student growth and achievement calculated based on FBA adjudications for grades 9-12 and district-developed End Of Course exams for grades 6-8 (see #9).
18. Career education teachers teaching courses with certification exams will have their student growth and achievement based upon the percentage of students passing the industry certification. For other CTE courses, student growth and achievement will be based on the percent of students passing the district-developed End Of Course exams at 70% or higher.
19. Classroom teachers teaching Credit Retrieval will have their student growth and achievement based on the percent of students scoring 70% or higher on the semester test for the course in which they are enrolled.

## **ARTICLE XII      Evaluation**

### **F.      Value Added/Student Learning Growth/Gain Data *(continued)***

20. Classroom teachers teaching intensive reading courses for grades 11-12 will have their student growth and achievement based on the percent of students passing the required statewide assessment for reading/ELA.
21. Classroom teachers at Okeechobee Achievement Academy in grades 6-12 will have their student growth and achievement based upon state assessments when applicable and the percentage of students showing one (1) year's growth on iReady reading and math for students who have been in their classes a minimum of nine (9) weeks.
22. Student growth and achievement scores for classroom teachers teaching semester-long classes will be calculated based on student data from both semesters. If the classroom teacher teaches a year-long course, only students present in both FTE Survey periods will count for student growth and achievement.
23. Agriculture teachers in elementary classrooms will have their student growth and achievement calculated by the percent of students in grades K-4 making one (1) year's growth in iReady ELA and the percent making one (1) year's growth in iReady math as determined by student performance on the diagnostic assessments and the percent of students in grade 5 scoring Level 3 or above on the Statewide Science Assessment.
24. The Student Growth and Achievement component of the first summative evaluation for newly-hired teachers will be determined between the principal/assistant principal and teacher during the annual planning conference. A mentor teacher, reading coach, or grade chairman/department head shall be present for individuals new to the profession
25. Student growth and achievement will be calculated using the cut scores listed below unless instructed otherwise by the Florida State Board of Education.
  - Unsatisfactory: 0-32
  - Needs Improvement: 33-45
  - Effective: 46-71
  - Highly Effective: 72-100
  - a. For the 2016-17 school year only, any classroom teacher whose students are measured with an achievement assessment, as compared to a growth model (VAM) assessment, and whose class is comprised of at least 50% or more of students who score in the lowest quartile for any test or measure used for classroom placement or any classroom teacher whose class is comprised of 11<sup>th</sup> and 12<sup>th</sup> grade students of which 50% or more have not met either the FCAT reading, FSA ELA, or the concordant score graduation requirement will have their student growth/achievement calculated using the following cut scores:
    - Unsatisfactory: 0-29
    - Needs Improvement: 30-42
    - Effective: 43-68
    - Highly Effective: 69-100

## **ARTICLE XII      Evaluation**

### **F.    Value Added/Student Learning Growth/Gain Data    *(Continued)***

- b. For the 2016-17 school year only, classroom teachers who teach courses with state-developed EOC exams and at least 50% of their students were previously unsuccessful on the EOC exam; or instructional personnel at Okeechobee Achievement Academy who serve students in ACE PreK, EBD, MSD, and HSD; or classroom teachers teaching 8<sup>th</sup> grade science or departmentalized 5<sup>th</sup> grade science will have their student growth and achievement calculated using the following cut scores:
  - Unsatisfactory: 0-24
  - Needs Improvement: 25-37
  - Effective: 38-63
  - Highly Effective: 64-100
  
- c. For the 2016-17 school year only, classroom teachers whose student growth and achievement score is calculated using either the Statewide Science Assessment or an End Of Course (EOC) exam in which a passing score has been established by the state will have their student growth and achievement calculated using the following cut scores:
  - Unsatisfactory: 0-27
  - Needs Improvement: 28-40
  - Effective: 41-66
  - Highly Effective: 67-100
  
- d. When student growth and achievement is calculated using non-VAM assessment data, teachers must complete a district provided Excel spreadsheet by entering matched student names, all district-developed End Of Course exam scores, identify any special exception in which an additional set of cut scores may apply, and submit electronically to their principal in Excel format.



## **ARTICLE XII      Evaluation**

### **G.      Procedure**

1. Evaluations shall be based on observations made by the principal or assigned evaluator and shall encompass deliberate practice and teaching strategies, duties and responsibilities of the teacher as outlined in the OCIES.
2. Evaluation criteria shall be both general and specific and be made known to the teacher, in addition to identifying and documenting the status of the teacher (Developing, Newly Hired, Entry or Regular) at the annual planning conference. Teachers hired after September 30th shall be informed of the evaluation criteria/procedures before their assignment begins. An annual planning conference for such teachers will be held during the first 30 work days of employment and shall include an explanation and discussion of both the general and specific criteria and the evaluation process.
3. Teacher evaluations and ratings shall exclude observations conducted on the day before Thanksgiving break, Winter break, or Spring break.
4. Non-participation in voluntary extra-curricular activities (i.e., activities unrelated to the teacher's classroom duties) that take place outside of the 7.5 hour day shall not be used for evaluative purposes. However, voluntary participation may be considered when applicable.
5. Any indicator which is not marked on the final IPC shall be defaulted to a performance value of "Effective." This does not apply if an employee does not provide an artifact or demonstrate proficiency upon written request of the evaluator. Said request must be submitted to the teacher by March 1 of each year. In the event that an additional formal observation is necessary for the teacher to demonstrate proficiency, the date of the observation shall be mutually agreed upon by the teacher and the evaluator. Proficiency on indicators can also be documented through classroom walkthroughs and informal observations as provided in this contract.
6. Evaluators
  - a. Evaluation procedures for assessing the performance of duties and responsibilities of teachers are functions and responsibilities of the administration.
  - b. The Principal may assign responsibility of observing selected teachers to his/her assistant principal(s).
  - c. An administrator who cannot demonstrate consistent accuracy in correctly identifying performance responsibility indicators and deliberate practice strategies within the OCIES framework of direct instruction and classroom management at a ninety percent (90%) or greater accuracy rate shall not be permitted to evaluate teachers.
  - d. The evaluating administrator must submit a written or electronic observation report with comments to the teacher no later than seven (7) work days after the observation takes place.

## **ARTICLE XII**      **Evaluation**

### **G. Procedure** *(Continued)*

- e. The evaluating administrator is required to sign and date the reflection conference and the summative evaluation forms.
  - f. When a single Indicator is scored as developing, needs improvement or unsatisfactory the evaluating administrator shall document the deficiencies, the recommendations for improvement, and the assistance to be provided. As part of the improvement process, the evaluating administrator may suggest participation in specific professional development programs.
  - g. No observation shall occur until two (2) weeks after the employee receives written feedback on their previous observation unless required by contract for 1<sup>st</sup> year teachers. The two-week waiting period may be waived in instances where an evaluator notes issues of student safety or professional responsibilities in an observation.
  - h. The summative document will be placed in the personnel files housed in the District office.
7. Members of the Bargaining Unit
- a. Teachers are entitled to and shall receive an evaluation which is fair, equitable and procedurally sound.
  - b. Prior to and at the summative conference, the teacher may provide artifacts of deliberate practice that have occurred throughout the year. Examples of supportive information may include but are not limited to observations, conferences, plan book, grade book, parent contacts, student products, and peer collaborations.
  - c. The summative evaluation form shall be signed by both parties. The following statement is included, "My signature does not necessarily imply agreement with the evaluation, but acknowledges that I have read it. I understand that I may submit a written reaction within ten (10) working days from the date of my signature." The written reaction will provide the opportunity for the teacher to make comments regarding the final appraisal which shall be attached to the form for placement in the teacher's personnel file.
  - d. Any data collected for evaluative purposes will be accessible to the teacher in electronic format within seven (7) work days from inception of the data. When data are not available in electronic form they will be shared with the teacher in the existing format.
8. All statements within the evaluation shall relate to job performance.
9. Any and all documents pertaining to the evaluation of the employee will be kept confidential and exempt from provisions of s.119.07(1) until the end of the school year immediately following the school year in which the evaluation was made.

**ARTICLE XIII      Miscellaneous**

**B.      Secret Ballots**

The Association building representative or designee shall be present when any secret ballot is tabulated unless an electronic survey is used. If voting is conducted electronically the building representative will be given a print out of the results upon request.

**Memorandum of Agreement**  
**between**  
**The Okeechobee County Education Association #1604**  
**and**  
**The School District of Okeechobee County**  
Instructional Personnel Unit

Re: Work Hours and Salary Amounts for Instructional Personnel at Seminole and Everglades Elementary Schools for 2016-17

An agreement has been reached between the Okeechobee County Education Association #1604 (OCEA) and the School Board of Okeechobee County (Board) regarding work hours and salary amounts paid to employees at Seminole and Everglades Elementary Schools for the 2016-17 school year. For the 2016-17 school year only, the specific provisions as outlined in this MOA will supersede any existing relevant provisions of the Instructional Contract for employees at Seminole and Everglades Elementary Schools that directly relate to employee hours worked per student day and salary amounts paid under respective employee salary schedules.

Instructional personnel at Seminole and Everglades Elementary Schools will work eight (8) hours each student day to provide an additional hour of required reading instruction. The only exceptions will be instructional personnel who are not eligible to teach the additional hour of instruction according to F.S. 1011.62(1)(f)(2) and/or those affected by conflicts in the master schedule. Employees who are not eligible under statute to teach the additional hour of instruction shall have a seven and one-half (7.5) hour workday and be paid accordingly, unless specifically designated to work an extra hour to provide class coverage under the school's master schedule. The additional 30 minutes worked per day will be paid at the employee's hourly rate of pay. Days in which students are not in attendance, *i.e.* teacher pre-planning days, teacher workdays, and teacher post plan days, shall be seven and one-half (7.5) hour workdays and be paid accordingly.

Any additional changes regarding implementation of this Memorandum of Agreement affecting terms and conditions of employment shall be negotiated.

For the Board:



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Ken Kenworthy  
Superintendent of Schools  
Okeechobee County School Board

7/12/16  
Date

For the Association:



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Lisa Harwas  
President  
Okeechobee County Education Association #1604

7/12/16  
Date

**Memorandum of Agreement**

between

The Okeechobee County Education Association #1604  
Instructional Personnel Unit

and

The School District of Okeechobee County

**Re: Article XII. Evaluation - C., D., F., and G.**

The Okeechobee County Education Association #1604 (OCEA), Instructional Personnel Unit, and the School Board of Okeechobee County (Board) have agreed to amend the Article XII, Evaluation - C., D., F., and G., effective for school year 2016-17 as summarized below. The tentatively agreed to documents are attached to this Memorandum of Agreement.

**ARTICLE XII Evaluation**

**C. Definitions**

- A new definition has been added to identify a teacher in the 1<sup>st</sup> year of District employment as a Newly Hired Teacher.
- An Entry Level Teacher will now be defined as a teacher in his/her 2<sup>nd</sup> or 3<sup>rd</sup> year of District employment.
- A Regular Teacher is now defined as a teacher not a Newly Hired or Entry Level teacher.

**D. Evaluation Components**

- New language was added to the annual planning conference description stating if the employee is Newly Hired, Student Growth and Achievement Measure to be used on the first informational summative must be determined.
- Newly Hired and Entry Level definitions as described above have been applied.
- Language has been clarified under the summative conference timeline that states Entry Level Teachers: one (1) conference on the instructional practice component at the end of the 1<sup>st</sup> semester and one (1) final summative conference six-weeks prior to the end of the school year.

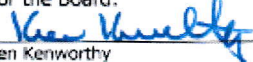
**F. Value Added/Student Learning Growth/Gain Data**

- Changes were made throughout to reflect new school year.
- In Section 2.a. language regarding tertiles has been eliminated.
- Language has been added to Section 7 to prorate weighting of Student Growth and Achievement based on courses taught.
- The Science FCAT is now referred to as the Statewide Science Assessment.
- The SAT and ACT will now be calculated in the Student Growth and Achievement for teachers with applicable end-of-course exams.
- The following language has been added as a new Section 23. Agriculture teachers in elementary classrooms will have their Student Growth and Achievement calculated by the percent of students in grades K-4 making one (1) year's growth in iReady ELA and the percent making one (1) year's growth in iReady math as determined by student performance on the diagnostic assessments and the percent of students in grade 5 scoring Level 3 or above on the Statewide Science Assessment.
- The following language has been added as a new Section 24. The Student Growth and Achievement component of the first informational summative evaluation for newly-hired teachers will be determined between the principal/assistant principal and teacher during the annual planning conference. A mentor teacher, reading coach, or grade chairman/department head shall be present for individuals new to the profession at the initial conference to provide input on growth goals. Student Growth and Achievement ratings will be determined using the cut scores in Article XII(F)(25) of the Instructional Personnel Contract.

**G. Procedure**

- The term Newly Hired has been added to G 2.

For the Board:

  
Ken Kenworthy  
Superintendent of Schools  
Okeechobee County School Board

6/23/16

Date

For the Association:

  
Rich Grady  
Okeechobee County Education Association #1604  
Florida Education Association

6/23/16

Date

**Memorandum of Agreement**

between

The Okeechobee County Education Association #1604  
Instructional Personnel Unit

and

The School District of Okeechobee County

**Re: Article XII. Evaluation - C., D., F., and G.**

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**ARTICLE XII Evaluation**

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- A Regular Teacher is now defined as a teacher not a Newly Hired or Entry Level teacher.

**D. Evaluation Components**

- New language was added to the annual planning conference description stating if the employee is Newly Hired, Student Growth and Achievement Measure to be used on the first informational summative must be determined.
- Newly Hired and Entry Level definitions as described above have been applied
- Language has been clarified under the summative conference timeline that states Entry Level Teachers, one (1) conference on the instructional practice component at the end of the 1<sup>st</sup> semester and one (1) final summative conference six-weeks prior to the end of the school year.


**F. Value Added/Student Learning Growth/Gain Data**

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- Beginning 2015-16 the district student growth and achievement will be used for student growth and achievement for district itinerant teachers. (Examples: DHH, TVI, crisis counselors, social workers, Behavioral Specialists, math science coach and teachers on special assignment.)

**G. Procedure**

- The term Newly Hired has been added to G.2.

For the Board:

  
Ken Kenworthy  
Superintendent of Schools  
Okeechobee County School Board

8/29/16  
Date

For the Association:

  
Rich Grady  
Okeechobee County Education Association #1604  
Florida Education Association

8/29/16  
Date

**ARTICLE XIII      Signature Page**

**ASSOCIATION NEGOTIATING TEAM  
UPON TENTATIVE AGREEMENT**

<u>SIGNATURE</u>	<u>DATE</u>
<u>[Signature]</u>	<u>9/13/16</u>
<u>[Signature]</u>	<u>9/13/16</u>
<u>[Signature]</u>	<u>9/13/16</u>
<u>[Signature]</u>	<u>9/13/16</u>

**BOARD NEGOTIATING TEAM  
UPON TENTATIVE AGREEMENT**

<u>SIGNATURE</u>	<u>DATE</u>
<u>[Signature]</u>	<u>9/13/16</u>
<u>[Signature]</u>	<u>9/13/16</u>
<u>[Signature]</u>	<u>9/13/16</u>

**ATTEST UPON RATIFICATION**

<u>SIGNATURE</u>	<u>DATE</u>
<u>[Signature]</u> President Okeechobee County Education Association #1604	<u>10/17/16</u>

**ATTEST UPON RATIFICATION**

<u>SIGNATURE</u>	<u>DATE</u>
<u>[Signature]</u> Chairman Okeechobee County School Board	<u>10/17/16</u>
<u>[Signature]</u> Superintendent of Schools Ex-Officio Secretary to the Okeechobee County School Board	<u>10/17/16</u>