



## **Negotiations Update**

December 17, 2018

On December 13th, the USEP and District bargaining teams gathered for a joint bargaining session in the hopes of resolving all remaining issues, including salary increases. The District teams presented several proposals labeled 'Best & Final', however what may be 'final' offers are certainly NOT what's 'best' for our teachers and SRP. After seven months of ongoing discussions and negotiations, it appears that Impasse is imminent and it is recommended that all bargaining unit members familiarize themselves with the disputed proposals.

***SRP Negotiations*** - with no remaining language concerns on the table, the District team presented a 2% salary increase to all SRP, with additional considerations offered to the employees in the lowest paid categories in the unit. In total, the offer provided 2.63% total increase to the SRP pay. All increases would be paid retroactive to July 1, 2018. Unfortunately, this 'Best & Final' offer would mean the vast majority of the SRP bargaining unit would only see a 2% increase - a move which leaves salary improvements .18% behind 2018's estimated rate of inflation and which certainly does not get our SRP ahead economically.

Though our SRP bargaining team recognizes that the state holds much of the blame for failing to fully fund our public schools, it is the District who must prioritize the needs of the employees. In a time when unemployment is at an all time low and the economy as a whole seems to be faring quite well, the SRP team made one more attempt at improving the offer, asking that the District look for an additional half percent which would ensure a 2.5% increase for all.

In terms of contract language, USEP and the District have already reached tentative agreements to improve the SRP evaluation process, update the Personal Leave provision to eliminate the long-standing 4 reasons SRP had to cite when taking a personal day, and continued committees for SRP Compensation and Workplace issues. No changes have been made to health insurance benefits for 2019, so *any negotiated increases in pay will at least not be diminished by increases in benefits.*

***Instructional Negotiations*** - a handful of critical language proposals remained on the table for the instructional team ahead of Thursday night's bargaining session, and as the District presented several counter offers as 'Best & Final', they also placed additional proposals on the table for late consideration. While some compromises have been achieved, the consensus among the USEP bargaining team is that areas which stand to provide the BEST improvements to teachers' working conditions have largely been ignored or dismissed by the District.

Here is an overview of the items that remain in contention:

Economics (Best & Final) - The district's offer provides 2% split between a 1% cost of living adjustment and the pay for performance/grandfather salary factors. The proposal also continues to provide \$250,000 for differentiated pay supplements, covers increases to employer's contributions to FRS, and provides a \$500 increase to the annual supplement for additional period of instruction. The proposal also codifies the practice of paying hourly rate instead of supplements for instructional staff serving in otherwise supplemented 8-hour positions on a campus with an 8-hour day.

USEP Concerns:

- 2% is insufficient to keep up with inflation, much less begin to close the pay gap between Pasco and surrounding counties.
- USEP recognizes that the salary gap between Pasco and other counties is MOST significant for more experienced educators. In the last ten years, the teacher salary range has become more compressed. This is due in large part to several years of frozen salaries coupled with pay for performance salary structures imposed by statute in recent years. Consider that in 2007, a first-year teacher made \$36,420 while a 20-year teacher in Pasco was paid \$49,270/year. Today's first-year Pasco teacher starts at \$38,790, and the average 20-year teacher in Pasco makes \$48,018. This creates a significant impact on retirement benefit calculations for the most experienced teachers in Pasco.
- USEP is seeking to adjust the grandfather salary factor to ensure teachers who hold PSCs are not penalized financially in retirement for retaining their contract status.

Evaluations (Best & Final) – A major concern throughout this bargaining cycle has been the District's refusal to place the details of the teacher evaluation system in contract. The District's proposal offers minimal changes to long existing evaluation language which pre-dates the statutory requirements for instructional evaluations enacted in 2011. For seven years, the specific details of the teacher evaluation system have been spelled out in a memorandum of understanding (MOU) which has been subject to negotiation for improvements each year. This year, claiming management rights, the District has declined to include the details of the evaluation system in contract or MOU.

It is important to note that the changes to the 2018 teacher evaluation system WERE created through a collaborative teacher evaluation workgroup comprised of Union and District representatives. The District's proposal has been coupled with a brief MOU which could hold the system unchanged for three years.

USEP Concerns:

- The language proposed by the District does not include details of the evaluation system which have a SIGNIFICANT impact on outcome, such as the weighting of components, deadlines for administrator completion of specific task, and scoring bands defining performance levels required by statute ('highly effective', 'effective', 'needs improvement', and 'unsatisfactory').
- Teacher evaluations have DIRECT impact on compensation and working conditions for all instructional staff.
- Holding the current, collaboratively constructed system in place for three years but NOT putting specific details into contract means that the District could be positioned to make **unilateral** changes to the procedures, criteria, timelines, weighting of components, and scoring bands at the end of the third year.
- Teacher evaluations are admittedly a laborious portion of annual contract negotiations, but minimizing language now deprives teachers of voice in the evolution of the system and diminishes the value of a collaborative relationship which has stemmed from efforts to meet statutory requirements.

Differentiated Accountability (DA) Schools MOU (Best & Final) – The District's proposal for schools identified DA (a designation based on the school's grade) by the state's accountability system seeks to establish the expectations for professional development and training of teachers serving in 5 low performing elementary schools - Anclote, Calusa, Chasco, Hudson, and Richey. The proposal would allow teacher planning days --any number of them-- to be utilized for professional development, not to exceed half of any day. The proposal also identifies criteria for involuntary transfer of teachers based on predictive data if the identified school fails to exit DA status by the conclusion of the 2018-19 school year.

#### USEP Concerns:

- The forced transfer of teachers out of a DA school based on predictive data leaves the possibility that teachers may be unnecessarily removed from schools where they have established history and community connections; in other involuntary transfer situations, employees retain a 'right to return', but the District has not clarified whether a teacher who receives an improved VAM would have such right.
- Equally concerning is the District's approach to expectations for professional development and training. Though the proposal states professional development is not REQUIRED, the teachers at these schools who have seen their workloads grow under the district managed turnaround plans are forced to choose between completing the planning tasks necessary for their classes to function and the professional development needed to fully implement the initiatives tied to the turnaround plans.

Dual Enrollment MOU - In November, six months into bargaining, the District placed a proposal for bonuses payable to Dual Enrollment teachers on the table. A single-year MOU, the proposal offered to pay \$50 to dual enrollment teachers for each student who completed the course with a 'C' or better. The intent of the proposal was to incentivize teachers so that course offerings could be expanded on high school campuses. The District has stated that monies for dual enrollment comes from categorical funds and cannot therefore be spent outside of the program.

USEP countered with a proposal calling for supplements rather than bonuses, acknowledging that it would eliminate the possibility of ethical dilemmas in assigning grades and noting that the proposed \$1350/class would still represent significant savings to the program which currently pays more than \$200/student/semester in tuition to Pasco Hernando State College.

USEP Concerns:

- While USEP finds merit in the effort to improve dual enrollment offerings on our campuses, both for the benefit of students and program cost savings, tying bonuses to class grades presents some problems.
- Fundamentally, bonuses are problematic by their very nature and USEP holds that supplements (a known, unvarying amount) are a preferable way to compensate educators for additional responsibilities.
- The District argues that the original proposal for bonuses is meant to mirror statutorily required bonuses for AP, IB and AICE. The Union does not believe we have any obligation to replicate or expand bonus schemes devised by the legislature.

Involuntary Transfer Language - On the heels of the closure of Ridgewood High School, USEP recognized the need for a mechanism to correct involuntary transfers that resulted in specific hardships for teachers (extensive commute, loss of supplement, out of field assignment, placement into area of assignment not previously taught). In July, USEP opened the involuntary transfer language to propose a hardship waiver process. The need for this language became pronounced with the District's announcement of the possible closure of three more schools in the next two years. The District has declined to respond.

INSTEAD, on Thursday evening, the District presented two new proposals for Involuntary Transfer and Reduction in Force language—both **STRIPPING DISTRICT SENIORITY** from the process. The District believes that statute prohibits the use of seniority in determining assignment or retention. USEP does not hold the same interpretation of statute and --as the proposals arrived just as the district was presenting Best & Final offers-- believes that the District's proposals demonstrate their growing unwillingness to provide contract improvements without stripping rights and protections for employees.

All proposals which have been passed in this year's bargaining cycle, including those for which we have already reached a tentative agreement, are publicly accessible on the [USEP](#) and District websites.

The instructional teams are tentatively scheduled to return to the table one more time before winter break. It is always our hope that settlements can be reached. Should impasse be declared in the coming days, USEP will be counting all teachers and SRP to engage in the process and stay informed. Ultimately, it is the school board members who would have the final say.

Please stay tuned and stay informed.  
In solidarity,  
Your USEP Negotiating Teams

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