Title: Sarasota County School Board (Teachers and Certification Unit Agreement) and Sarasota Classified/Teachers Association (SC/TA), American Federation of Teachers (AFT), AFL-CIO (2003) (MOA)

K#: 830720

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INSTRUCTIONAL BARGAINING UNIT
COLLECTIVE BARGAINING AGREEMENT

between the

SARASOTA CLASSIFIED/TEACHERS ASSOCIATION

and the

SCHOOL BOARD
of
SARASOTA COUNTY, FL

July 1, 2003 – June 30, 2006
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ARTICLE I - RECOGNITION

The School Board of Sarasota County, Florida, recognizes the Sarasota Classified/Teachers Association, hereinafter referred to as the Union, as the exclusive bargaining representative of the employees in the bargaining unit described herein:

A. Inclusions

The bargaining unit shall include employees of the Board whose position requires certification including but not limited to Department Chairpersons, Grade Level Chairpersons, Guidance Counselors, Social Workers, Classroom Teachers, Visiting Teachers, Homebound Teachers, Librarians, Media Specialists, Psychologists, all Instructional Specialists, Summer School Teachers, Itinerant Personnel, Experts-in-Field, and Adult and Community Education Teachers. Instructional bargaining unit members' duties must constitute 50% or more of their time at the school level and/or instructional functions other than in administrative or supervisory positions as outlined in Florida Statutes.

B. Exclusions

The bargaining unit shall not include Board Members, Superintendent, Assistant Superintendents, Administrators, Principals, Executive Directors, Directors, Coordinators, Assistant Directors, Assistant Principals, Project Directors, Supervisors, Program Directors (Vocational Technical), Managers, Managerial Employees, Confidential Employees, Classified Employees, Non-Instructional Staff, members of other bargaining units of the Board, all other employees whose position does not require certification, and any other employee paid on the Administrative/Supervisory Salary Schedule or Principal Salary Schedule and directly included in the administrative unit.

ARTICLE II - DEFINITIONS

ADDRESS
The address of a teacher provided by him/her to the Board.

ADMINISTRATOR
An employee of the Board who is excluded from the bargaining units and who is paid on an Administrative Salary Schedule.

BOARD/EMPLOYER
The School Board of Sarasota County, Florida, or its designee.

CAFETERIA PLAN
A Board approved negotiated benefit plan that includes multiple options for the teacher.

CONTINUOUS SERVICE
Non-interrupted service to the Sarasota County School System from the first day of service to any implementation of this policy. Absence from service by an approved School Board leave shall not be deemed an interruption in continuous service. A teacher who transfers to the classified bargaining unit and then returns to an instructional bargaining unit position will have his/her former time in the instructional bargaining unit apply for seniority purposes providing there was no break in service to the School Board of Sarasota County.

COST CENTER
Each individual work site for which the Sarasota County School Board is responsible.

DOE
Florida State Department of Education.
EMPLOYEE
A member of the instructional bargaining unit who is appointed by the Board to work at a .6 FTE or greater capacity.

NORTH COUNTY
Any school or work site located north of North Creek.

PARTIES
Includes both the School Board of Sarasota County, Florida and Union (the Sarasota Classified/Teachers Association, SC/TA).

POSITION SUPPLEMENT
The following supplements that appear in Appendix A, Section 5 of this Agreement: School Psychologist, School Social Worker, Program Specialist, Teacher Trainer, or Consultant.

PDC
Professional Development Center of Sarasota County.

PRINCIPAL/DIRECTOR
The chief administrator of a school/cost center or his/her designee.

REGULAR WORK WEEK
The regular work week shall be Monday through Friday unless otherwise indicated in the Agreement. Any change in the regular work week shall require that both parties mutually agree to such change(s) and provide at least 30 calendar days of notification.

SCHOOL CALENDAR
The School Calendar as adopted by the Board will incorporate six paid and nine unpaid holidays into the calendar that will be part of the 196 day contract. Before adopting the calendar, the Board will consider the requests of the Union. When an academic school year has a total of 105 weekend days, the unpaid holidays will reflect eight days.

SENIOR REPRESENTATIVE
The representative as designated by the Union.

SOUTH COUNTY
Any school or work site located south of North Creek.

SUPERINTENDENT
The Superintendent of Schools or his/her designee.

TEACHER
A member of the bargaining unit as defined in Article I unless otherwise indicated.

UNION
The Sarasota Classified/Teachers Association (SC/TA).

WORKDAY
A duty day of the teacher unless otherwise indicated in the Agreement.

WORK YEAR
The regular work year for teachers covered under this contract shall normally be 196 duty days. Specialist’s work year shall consist of 220 duty days.

If the School Board decides to increase the work year beyond 196 days, the Board will negotiate the proposed change and the compensation for such extension with the Union. There is no guarantee of extra duty days on the part of the Board. Such days are to be considered annually and be subject to the approval of the Superintendent of Schools.
Teachers who work in excess of 196 days shall continue to receive one vacation day for every 24 additional duty days (not including the Summer School program).

In the case of those teachers whose current contract is in excess of the 196 days, said teachers will not have their contract year reduced except as outlined in Article XIV, Reduction in Force.

ARTICLE III - SCOPE OF BARGAINING

A. Scope

The subject of collective bargaining between the Board and the Union shall be wages, hours, terms, and conditions of employment of the teachers.

B. Procedures

The Superintendent and the Union shall meet at reasonable times to negotiate in good faith and to execute a written contract with respect to agreements reached concerning the terms and conditions of the employment of the teachers.

C. Agreement

1. Upon completion of collective bargaining between the Superintendent and the Union, the collective bargaining agreement shall become binding only after it has been ratified by the bargaining unit and approved by the Board at a regularly scheduled meeting.

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

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

4. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement.

5. An individual contract which is executed during the term of this Agreement between the Board and a teacher shall be made expressly subject to the terms of this Agreement. An individual contract which is executed during an interim period between this and subsequent agreements between the Board and a teacher shall contain a clause providing that after execution of this Agreement, said individual contract shall be brought into conformity with the terms of this Agreement.

6. Each party shall bear the full cost of its participation in collective bargaining sessions and grievance and arbitration hearings. Time spent by teachers during work hours, on behalf of themselves or the Union, shall be without loss of salary and fringe benefits providing that they or the Union shall reimburse the School System for substitute costs when necessary. Both parties agree to schedule such activities to interfere as little as possible with instruction of students.
D. Resolution of Impasse

1. Mediation

In the event that an impasse is reached by the parties during the course of negotiations, either party may direct a request to the Federal Mediation and Conciliation Services (FMCS) setting forth the date the impasse was reached and a statement as to the nature of the item or items at impasse. Both parties agree to meet with the mediator selected according to the rules of the FMCS and to attempt to reach agreement by good faith negotiations as rapidly as possible. Should the FMCS decline to assert jurisdiction over a dispute, either party may request a mediator from PERC. The mediation stage may not be waived except by consent of both the Board and the Union.

In the event that mediation fails to resolve the impasse or a collective bargaining agreement is not reached, the impasse shall go to a Special Master.

2. Special Master

Use of a Special Master shall be in accordance with applicable law.

3. Authorized Committee

If the Union or the School Board rejects in whole or in part the recommended decision of the Special Master, the Chairman of the School Board in conjunction with the Union shall select and appoint a duly authorized committee of three neutral parties to hear the parties' positions and resolve the disputed issues. The three neutral parties shall be selected from a list supplied by and consistent with the procedures of the FMCS. Any financial matters under review by the "Authorized Committee" shall be returned to the Board and the Union for final ratification.

ARTICLE IV - UNION RIGHTS, PRIVILEGES, AND OBLIGATIONS

A. Employer Information

1. The Board agrees to furnish to the Union, in response to reasonable request, all available information concerning the financial resources of the district, including but not limited to annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations (including county allocations, Board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background, and such other information as will assist the Union in developing and proposing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students together with information which may be necessary for the Union to process any grievance or complaint. If production of copies is required to provide such information, the Union will bear all reasonable expenses.

2. All rules adopted by the Board shall be distributed to the Union within 30 days of adoption.

B. Payroll Deduction

1. A member of the bargaining unit, and only such a member, may present written authorization to the Board to deduct Union dues and TIGER deduction from his/her salary. Each authorization shall be effective until the earlier of the two occurrences:

a. Loss of certification by the Union as the bargaining agent for the teachers covered by this contract.

b. 30 days after written notice of revocation of said authorization by the teacher to the Board and the Union.
2. The Union shall pay to the Board a fee of $250.00 per year for payroll deduction for Union members. The Board shall transmit to the Union any and all deductions within 15 days, except in the case of reasonable delays.

3. The Board's obligations with respect to said funds are the collection and transmittal of the funds within 15 days whenever possible, the provision for half-time deduction at the earliest opportunity, and the provision to take TIGER deductions. The Union, its officers, agents, and members will hold the Board and its agents harmless for the cost and results of any action which may be brought by any of its members, groups of members, or agencies of law with respect to the use of disposition of said funds after they have been transmitted to the Union.

4. The Board is prohibited from any involvement in the collection of fines, penalties, or special assessments levied or attempted to be levied upon its teachers by the Union, its officers, agents, or members.

C. Union Meetings and Activities

1. Whenever possible, the Senior Representative or designee shall not be assigned non-teaching duties so as to carry out those responsibilities associated with enforcing this Agreement.

2. The Union's Negotiating Committee, not to exceed ten persons at any given time, shall be granted release time not to exceed five days with pay for contract negotiations.

3. Upon ratification of the Agreement, the Union shall have the authority and the Board shall approve release time for all bargaining unit members to be provided a contract briefing while they are in a duty status. This will normally be accomplished during the first week of school when students are not in attendance or at another mutually agreeable date and time schedule.

4. The Union reserves the right to hold meetings at School Board facilities/work locations upon 24 hour notification (except in cases of emergency) to the principal/supervisor by the Union representative.

5. The Senior Representative or designee shall be allowed to present the views of the organization at any faculty meeting as a last agenda item. The Administration shall make every effort to forward to the Senior Representative any and all agenda items relative to said faculty meeting. Unless an emergency exists no faculty meeting shall be held without 48 hours notice.

D. Union Activities at Work Locations

1. Whenever possible the Union representative shall be allowed to conduct Union business throughout the workday other than during instructional time or teacher planning time unless otherwise agreed to by the parties.

2. Union representatives shall have access to any cost center for the purpose of enforcing this agreement consistent with applicable statutes.

3. The Union shall have access to internal mail distribution within buildings as provided by the principal or director of the respective cost center. Public address systems and other means of communication which are available within the cost center may be utilized by the Union for purposes of announcements provided that all announcements are first reviewed by the appropriate administrator.

E. Inter-School Mail

Within the guidelines of the U.S. Postal Service and related quasi-judicial rulings, the Union shall have the right to use the inter-school mail facilities and school mailboxes, so long as such does not include boxes, books, or other bulky material. The Union will compensate the Board at a rate of $500 per year for the cost of providing this service.
F. Time for Union Representatives

1. Whenever possible, the Senior Representative or designee will be relieved from homeroom duties. The building administrator shall have the right to assign an alternate teacher or paraprofessional to the homeroom duty without recourse to the grievance procedure.

2. The SC/TA will be allocated a total of 100 days per semester of Board-paid released time for either instructional or classified bargaining units. The SC/TA may allocate those days at their discretion. Should the SC/TA exceed the 100 days, they will reimburse the Board for all additional days at the appropriate substitute’s rate of pay. These days may be used at the SC/TA’s discretion.

Management shall not deny the use of these days except for good cause.

G. BBS and Computer Access

1. The Employer shall provide access to the Board’s BBS to the Union as a means of communications with the employees.

2. The Employer agrees to provide access to a computer and the BBS for the senior Union representative at each work site.

H. Bulletin Boards

The Employer shall provide bulletin boards specifically for the Union in all lounges, planning areas, and teacher cafeterias for the purpose of posting Union information.

I. New Teacher Orientation

The Union and the Board shall conduct new teacher orientation programs at mutually agreeable times.

J. Information from the Board

1. The Board shall provide on a regular basis to the Union, lists of vacancies and additions from the bargaining unit including Board minutes.

2. The Board shall provide the Union with a complete set of School Board rules and changes thereof.

K. Parking

Employee parking shall take precedence over student parking and shall be in an area as close to the school entrance as possible.

L. Right to Representation

1. No disciplinary action may result from a meeting between a teacher and his/her supervisor and/or other management official unless the teacher is advised that such a meeting is for the purpose of discussing discipline or potential discipline, and the teacher is allowed Union representation if s/he so desires. If a request for representation is made, it shall be honored.

2. The Union has the right to be present at any meeting of the Employer and teacher if that meeting is for the purpose of discussing teacher competency.

3. The Union retains the right to represent all teachers of the bargaining unit consistent with applicable statutes.
4. The Board agrees to notify the Union of any meeting relative to 1 and 2 above at least 24 hours in advance of said meeting except in cases of emergency, and no meeting shall be held unless the time and date are mutually agreeable to the parties. An emergency is defined as any condition that constitutes a real and immediate danger to the district and any serious charge as outlined in Florida Statutes, Chapter 231. In cases that are described as “emergency” in nature, the meeting shall take place no later than 24 hours after the knowledge of the parties of such incident.

M. Committee Appointments

When the Board or Administration establishes district-wide committees requiring the participation of instructional bargaining unit members, such members shall be chosen by the Union. Textbook committees are exempted from this provision.

N. Exclusivity Clause

Only the exclusive bargaining agent, SC/TA, shall have the right to enforce this Agreement, hold Union meetings, distribute Union literature, and have access to the public address system, school grounds, and buildings for Union purposes.

O. Subcontracting

Work normally performed by bargaining unit members will not be subcontracted if the contracting out of such work jeopardizes, eliminates, or reduces the work force of the bargaining unit.

ARTICLE V - TEACHER RIGHTS

A. Consistent with Florida Statutes, Chapter 447, each teacher of the bargaining unit has the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union or to refrain from any such activity; and each teacher shall be protected in the exercise of this right. The Employer agrees that the right to assist the Union extends to participation in the management of the Union and acting for the Union in the capacity of Union representative, including presentation of its view to officials of the Governor, the Legislature, or other appropriate authority. The Employer shall take the action required to assure that teachers in the bargaining unit are apprised of their rights under State Statutes and that no interference, restraint, coercion, or discrimination is practiced by the Employer to encourage or discourage membership in the Union.

B. Consistent with applicable statutes, a teacher’s off-the-job conduct shall not result in disciplinary action, unless such conduct impairs his/her effectiveness as a teacher. Moreover, the Employer recognizes the right of a duly recognized Union representative to express the views of the Union provided they are identified as Union views. The personal life of a teacher is normally not an appropriate concern of the Board. However, in certain circumstances, his/her personal conduct may be deemed to affect the proper performance of his/her assigned functions during the work day.

C. No teacher shall have disciplinary action taken against him/her because of debt complaint, and the Employer shall not assist the creditor in collecting the debt, unless required by applicable state and/or federal statutes.

D. Teacher participation in charitable drives and activities is voluntary. Solicitations may be made, but no pressure shall be brought to bear to require such participation.

E. All School Board Rules and policies shall be uniformly administered throughout the bargaining unit.

F. Teachers shall not be subjected to personnel practices which are prohibited or in conflict with School Board Rules or policies.
G. Annual Contract teachers will be granted a Professional Service Contract after three years of satisfactory performance. Consistent with applicable statutes Annual Contract status can be extended to a fourth year.

H.

1. Teachers shall not be required to attend any meetings after the normal workday other than normally scheduled faculty meetings, parent-teacher conference meetings, and open house.

2. Teachers shall not be required to participate in any activities beyond the normal workday other than on a voluntary basis.

I. Teachers shall not transport students except in accordance with School Board Rules.

J. Except in emergency circumstances, administrators shall not discipline teachers in the presence of students, parents, other faculty, or staff members.

K.

1. The placement of written reprimands in the official Personnel File shall be in accordance with Florida Statutes, Chapter 231.291. Any teacher who is recommended for suspension or termination during the period of contract shall be afforded due process in accordance with State Statutes.

2. If a suspension or termination is deemed necessary because of threat of harm or for the teacher's own safety or the safety of others, or for other good reason, s/he shall be suspended with pay until the grievance and arbitration process has been completed and a final decision has been rendered. The Board reserves the right to temporarily reassign teachers from their current work assignment during the pendency of the grievance and arbitration process.

L. Teachers hereby retain and reserve all rights, duties, authority and responsibility conferred upon and vested in them by the Laws, Constitution of the State of Florida, and DOE Regulations.

M. All teachers who participate at their own cost, and primarily on their own time in the production of tapes, publications, or other produced educational material shall retain residual rights should they be copyrighted or sold by the Board.

N. Any teacher holding a Continuing Contract will be allowed to exchange his/her Continuing Contract for a Professional Service Contract upon his/her request to the Personnel Office.

O. Teachers with elementary school-aged children will be considered to be in a hardship position and will therefore be eligible for an automatic supervision hardship reassignment of their children to their parent's elementary school work site.

P. The Board agrees to require the fingerprinting of existing employees only as required by state statute or law enforcement officials. In such cases, the Board will bear the cost of all such testing. This does not include the fingerprinting of new employees.

ARTICLE VI - MANAGEMENT RIGHTS

A. Nothing in this Agreement shall be construed to limit or impair the right of the Board to exercise its sole discretion, providing such exercise is consistent with the express terms of this Agreement and in keeping with Federal and State Laws on all of the following matters:

1. to manage the school system and to exercise sole, exclusive control and discretion over the organization of the Board and of the Sarasota County School System and the operations thereof.
2. to determine the purpose and functions of the Board and its constituent agencies, divisions and departments.

3. to perform those duties and exercise those responsibilities which are assigned to it by law or by regulations of the State Board of Education and by State Law.

4. to determine and adopt such policies and programs, standards, rules and regulations as are deemed necessary for the efficient operation and general improvement of the Board's school system and to subcontract such operations and services to the extent deemed practical and feasible to the Board.

5. to set methods, means of operations, and standards of services to be offered throughout the Sarasota County School System and to subcontract such operations and services to the extent deemed practical and feasible to the Board.

6. to decide curriculum and to supplement minimum course of study prescribed by the State Board of Education for all schools.

7. to determine and re-determine job content.

8. to decide the number, location, design, and maintenance of its schools, departments and facilities, supplies and equipment.

9. to determine the qualifications of all teachers of the Board, to select, hire, lay off, assign, transfer, promote, demote, and direct all teachers of the Board consistent with this Agreement.

10. to discharge and suspend any teachers of the Board and to take other disciplinary action against such teachers for cause and to relieve such teachers from duty because of lack of work or for other legitimate reasons.

11. to make, issue, publish and enforce policies, procedures, rules and regulations not in conflict with the express provisions of this Agreement or applicable law, as it may from time to time deem best for the purpose of maintaining effective operation and order and safety in the schools. Notice thereof shall be given the Union and the teachers. Compliance therewith by the teacher shall thereafter be required unless and until rescinded or amended by the Board.

12. to exercise other rights to manage the school system and the educational processes which are not recited in or expressly limited by this Agreement.

B. Any of the rights, powers, or authority the Board previously possessed or enjoyed prior to this Agreement are retained and may be exercised without prior notice to or consultation with the Union except as expressly abridged, limited, or modified by the written terms of this Agreement.

C. The Board has the sole, exclusive right to direct the managerial supervisory, administrative personnel, and any other person not covered by this Agreement to perform any task in connection with the operation of the school system, whether or not performed by the teachers within the bargaining unit.

D. The Board hereby retains and reserves all rights, powers, duties, authority and responsibility conferred upon and vested in it by Laws and Constitution of the State of Florida.

E. When the Superintendent is presented with an emergency situation which in his/her opinion presents real or potential danger to an entire school center, he may so notify the Union and permit the Union to meet with the Administration to discuss the problem.

F. Physical and Psychiatric Examinations: The Board may at any time and for sufficient reasons require any teacher to submit to a physical or psychiatric examination or test to determine that teacher's fitness for employment. The cost of such examination or test required by the Board shall be paid by the Board. The teacher
reserves the right to select the physician, psychiatrist, or psychologist from a group of three selected by the Board to conduct such tests. The teacher may also submit written results of other examinations or tests administered by a physician, psychologist, or psychiatrist of the teacher’s choice, performed at the teacher’s expense within 21 days after receiving notice from the Board that such exam or testing is required. The results of such examinations or tests shall be considered along with the results of required examinations or tests. A determination resulting from any such examination or test that the teacher is not fit to perform all of the material duties of his/her position shall be considered one of the grounds constituting just cause for the termination of that teacher’s employment. If the Board requires any teacher to submit to any such examination or testing, the requirement must be presented to the teacher in writing, and the written requirements shall state the reason that the examination or test is being required. The failure or refusal of any teacher to submit to justifiable Board requests for testing may be considered one of the grounds constituting just cause for the termination of employment. Any and all examinations conducted as a result of this Section F shall be confidential in nature and shall not be released except on those occasions as required by Florida Statutes.

ARTICLE VII - CHANGES IN PAST PRACTICES/TERMS/CONDITIONS OF EMPLOYMENT

A. The parties shall continue past practices, terms, and conditions of employment unless said practices, terms, and conditions of employment have been altered or changed within the confines of this Agreement.

B. The principal shall consult with the building Senior Representative prior to implementation of any change by the principal in past practices at a school.

ARTICLE VIII - FAIR PRACTICES

A. There shall be no discrimination against teachers because of race, creed, color, age, sex, handicap, marital status, national origin, religious and political belief or activity, or religious activities outside the school day and school premises.

B. The Board shall not discriminate against teachers because of membership in the Union.

C. Teachers covered by this Agreement shall have the protection of all the rights to which they are entitled by the Constitution of the United States, Federal Statutes, the Florida State Constitution, Florida State Statutes, and DOE policies and regulations.

D. Sarasota County School Board shall comply with State Statutes on Veteran’s preference and Federal Statutes on non-discrimination on the basis of religion, race, national origin, color, sex, or handicap.

ARTICLE IX - TEACHER DUTY DAY

A. General Guidelines

A teacher’s duty day shall be the equivalent of instructional and non-instructional minutes per day in a particular school. Each school or work site may establish its own teacher duty day schedule consistent with the terms of this Article. Should any school desire to change the length of its teacher duty day or to incorporate a provision which is not consistent with this Article, it may do so by following the procedures outlined in Article XXIV, Section E of this Agreement.

A teacher’s duty day shall be the equivalent of instructional and non-instructional minutes per day in a particular school.

1. All full time teachers shall have a duty free lunch period of not less than 30 minutes.
2. Teachers agree to meet the requests for assistance or conferences initiated by students or parents that require time outside the regularly prescribed duty day. Such meetings shall be arranged by the teacher at the earliest convenience of the parties involved.

3. The regular duty day can be extended for as long as needed in emergencies which threaten the health or safety of students.

4. Attendance at faculty meetings may be required by the Principal provided:
   a. two days advance notice is given,
   b. there is a prepared agenda,
   c. the meeting is directed to substantially all faculty members present, and
   d. the subject(s) of the meeting could not be effectively and readily presented through bulletins or memoranda.

5. All teachers shall be provided planning time as outlined in Sections C, D, E, and F of this article.

B. Part Time Teachers

1. All teaching units will be either full time or .6 FTE. Other than in the case of Adult and Community Education teachers, no fractional units other than .6 FTE will be permitted.

2. .6 FTE teachers will work a normal work day of three periods of instruction.

3. Each one period of instruction will be the equivalent of one clock hour which will be equated to .2 FTE per hour.

4. Teachers instructing for two periods of a block schedule (e.g., high schools) will be considered to be .6 FTE employees.

5. For teachers in the Adult and Community Education program only, .6 FTE teachers will work 18 hours per normal work week.

6. All .6 FTE teachers will receive benefits in a manner consistent with other appointed instructional employees.

C. Elementary Schools

1. The normal elementary instructional assignment (teaching that requires preparation, instruction, and evaluation) will be 300 minutes, but in no event will it exceed 330 minutes per day. Reasonable efforts shall be made to build elementary schedules to accommodate 300 minutes of instructional assignments.

2. In making instructional assignments which exceed 300 minutes per day, the Principal shall consider the following criteria:
   a. instructional assignments that exceed 300 minutes will be corrected at the first reasonable opportunity that does not unnecessarily disrupt student schedules.
   b. when instructional assignments that exceed 300 minutes per day must be carried into a succeeding year, such instructional assignments will be rotated to different teachers where possible.

3. The combination of instructional and non-instructional duties shall not exceed 330 minutes per day.
4. Teachers may use the time during which their students are under the direction of special area personnel for planning and/or conference. Notwithstanding the foregoing, teachers shall have a minimum of 225 minutes per week of uninterrupted planning time. Teachers who have more than 225 minutes per week of planning time may be assigned additional, reasonably related duties. To the greatest extent possible within existing resources, this planning time will be scheduled during the student day.

D. Middle Schools

1. The normal middle school instructional assignment (teaching that requires preparation, instruction, and evaluation) will be no less than 250 minutes, but in no event will it exceed 300 minutes per day.

2. The normal middle school day (block schedule) will allow teachers a duty free lunch of not less than 30 minutes and a planning/conference of 70 to 95 minutes per day on the average. Reasonable efforts will be made to build middle school schedules to accommodate the stated lunch and planning/conference times. In making a middle school block schedule which is less than stated above, the principal will meet with the Faculty Council to discuss and receive recommendations about appropriate changes.

3. Instructional and planning time will range from 320 minutes to 395 minutes per day. The remaining time will be assigned at the discretion of the principal. Under no circumstances shall the duty day exceed 420 minutes per day.

E. High Schools

1. The normal secondary instructional assignment (teaching that requires preparation, instruction, and evaluation) will be 250 minutes, but in no event will it exceed 300 minutes per day, Reasonable effort will be made to build master schedules designed to accommodate 250 minutes of instructional assignments with no more than three course preparations.

2. The high school teacher shall be provided a minimum of one uninterrupted planning period per day. In the event planning time is scheduled at the end of the student day, the staff at any work site may choose to allow high school teachers to do their daily planning elsewhere, in lieu of a within school uninterrupted planning period following the procedures as outlined in Article XXIV, Section E, Participatory Management. (This does not preclude the staff from seeking other waivers pursuant to Article XXIV, Section E.)

3. In making instructional assignments which exceed 250 minutes per day, the principal shall consider the following criteria:

   a. voluntary requests to carry an additional instructional assignment,

   b. established course offerings cannot be provided to enrolled students without such extra instructional assignment,

   c. required extra instructional assignments will be corrected at first semester break,

   d. required extra instructional assignments that cannot be corrected at semester breaks will be rotated where possible to different teachers.

4. The combination of instructional and non-instructional duty shall not exceed 300 minutes per day. In addition, teachers may be assigned a homeroom period not to exceed ten minutes.

F. Vocational School

The schedule of vocational teachers shall adhere to the high school standards except where federal requirements, state requirements, licensing requirements, and/or special student need prohibit compliance. In such areas, the instructional assignments shall not exceed a weekly average of 330 minutes per day.
ARTICLE X - PROFESSIONAL DEVELOPMENT CENTER

A. Function/Purpose

1. A Professional Development Center, which is established by the Board, shall operate in accordance with Florida Statutes. The purpose of the Professional Development System is to promote the professional growth of instructional personnel by linking and aligning in-service activities with student and instructional personnel needs as determined by school improvement plans, annual school reports, student achievement data; performance appraisal data of teachers, and teacher input.

B. The School Board shall require each instructional employee to establish and maintain an individual professional development plan. The plan shall include the following components:

1. be related to specific performance data for the students to whom the teacher is assigned,

2. define the in-service objectives and specific measurable improvements expected in student performance as a result of the in-service activity, and

3. include an evaluation component that determines the effectiveness of the professional development plan.

C. Professional Development Activities

Professional development activities shall be in accordance with the following procedures:

1. Voluntary in-service training shall be based upon and developed from needs as determined by school improvement plans, annual school reports, student achievement data, performance appraisal data of teachers, and teacher input.

2. When the Board of administration determines that involuntary in-service training is necessary, the following criteria shall be employed:
   a. A training component including the purposes, type of participants, length of training, type and nature of credit (if any) being offered, specific objectives; and evaluation procedures which shall include pre- and post-assessments shall be developed for in-service education. Participants meeting criteria for mastery on the pre-assessment shall be excused from the mandated training.
   b. When possible, at least one alternative training time may be made available for participants.
   c. Mandated in-service training will occur only during the normal teacher duty day unless the activity was stipulated as a specific condition of employment prior to the teacher’s annual contract.
   d. In-service professional improvement activities may be scheduled on professional duty days; however, the principal and administration shall reserve one-half day for records keeping by teachers on those professional duty days scheduled at the end of grade reporting periods. Other activities may be scheduled for those teachers who indicate they do not need the one-half day for records keeping.

3. Substitutes may be provided, as available, for classroom teachers attending approved professional development activities during days in which school is in session.

4. Teachers will receive expenses and per diem reimbursement for all required out-of-county approved professional development activities. Teachers attending approved but not required out-of-county professional improvement activities, will also receive expenses and per diem unless otherwise agreed to by the teacher, in advance.
5. In-service points may be translated into credit on the salary schedule under guidelines recommended by
the Superintendent and approved by the Board in accordance with the law. If credit is so approved, the
type and nature of credit offered shall be determined in advance.

6. In-service activities will focus on, but not be limited to, subject content and teaching methods, including
technology, as related to the Sunshine State Standards, assessment and data analysis, classroom manage-
ment and school safety. In-service activities will also be based upon staff input.

7. Teachers who have been evaluated as less than satisfactory may be required to participate in specific pro-
fessional development programs as part of a Performance Improvement Plan.

D. Supervision of Student Teachers and Interns:

Supervision by a teacher of a student teacher or an intern shall be voluntary. A cooperating teacher shall not be
given additional assignments outside of his/her regular responsibilities during the period s/he is supervising a
student teacher or intern, nor shall regular evaluation of a cooperating teacher’s competency occur during the
period of class responsibility and control by the student teacher or the intern. A student teacher or intern may
be used as a substitute teacher during emergencies. In addition, a student teacher or an intern may substitute for
the cooperating teacher when appropriate in the judgment of the building administrator and the cooperating
teacher.

ARTICLE XI - PERFORMANCE EVALUATION OF INSTRUCTIONAL STAFF

The following contract language will be subject to re-openers and review within one year from its full implemen-
tation upon request by either party.

A. Sarasota County Induction Program (SCIP)

1. All first year annual contract teachers or teachers possessing a temporary, one-year contract who have not
completed the Sarasota County Induction Program (SCIP) will be considered to be enrolled in the SCIP
of the TPAS.

2. Any teacher experiencing difficulty in successfully completing the requirements of the SCIP will be pro-
vided with assistance to achieve those requirements.

3. The length of SCIP shall be one year for new teachers with less than three years of teaching experience.
The length shall be 100 days for experienced teachers who have three or more years of successful teaching
experience, have received a satisfactory rating on their first evaluation, and have completed all SCIP
requirements. Experienced teachers who do not receive a satisfactory evaluation on their first evaluation
or who do not complete all SCIP requirements within 100 days will have their program extended to one
full year.

B. Teacher Performance Appraisal System (TPAS)

All teachers will be evaluated with the Teacher Performance Appraisal System (TPAS), described herein. All
the appropriate forms appear in Appendix D of this Agreement.

C. Level 1 Teachers

1. First Year, Level 1 Teachers

   a. All annual contract teachers or teachers possessing a temporary, one year contract will be consid-
ered to be on Level 1 of the TPAS.
b. The approved evaluation form for Level 1 teachers will be the Annual Appraisal Form (Appendix D).

c. Prior to the first formal observation, the teacher shall be familiarized with the FPMS appraisal instruments, forms and procedures.

d. The first 97 days of the first year contract is a probationary period. During the probationary period, the employee may be dismissed without cause or may resign from the contractual position without breach of contract. If in the opinion of the principal, performance concerns exist that could cause a teacher to be dismissed during the 97 day period, informal assistance will be provided to that teacher prior to such a determination.

e. With the exception of those teachers dismissed during the 97 day probationary period, all first year annual contract teachers will receive two yearly evaluations. A first year teacher who receives two unsatisfactory overall evaluations on the TPAS may be non-renewed, informal assistance will be provided to that teacher prior to such a determination.

f. Other than for procedural error, the evaluation or non-renewal of a Level 1 teacher for competency is not subject to the grievance and arbitration process.

2. Second Year, Level 1 Teachers

a. Second year, Level 1 teachers will be evaluated at least twice yearly with the TPAS Annual Appraisal Form instrument.

b. Teachers who have been evaluated as less than satisfactory may be required to participate in specific professional development programs as part of a Performance Improvement Plan.

c. Should a second year, Level 1 teacher not successfully complete a Dimension area(s) or receive an “Unsatisfactory” rating on the TPAS, the teacher will be notified in writing of this fact and be assigned a Performance Improvement Plan (PIP). This plan will be written by the staff of the Department of Curriculum Services, based upon input from the teacher and building principal.

d. By mutual agreement (at any time during the school year), the teacher and principal may agree to develop a PIP prior to the teacher receiving an “Unsatisfactory” or “Needs Improvement” rating on the Annual Appraisal Form.

e. A teacher’s performance on the PIP will be reviewed by a person selected by the Superintendent of Schools and the President of the SC/TA. That person will determine a teacher’s overall success or failure on a PIP. If the PIP is successfully completed, non-renewal may not be undertaken for competency reasons. A second year Level 1 teacher who receives two unsatisfactory evaluations on the TPAS and who has received or refused assistance through a PIP in his or her first year may be non-renewed without a PIP review.

f. Other than for procedural error, the evaluation or non-renewal of a Level 1 teacher for competency is not subject to the grievance and arbitration process.

3. Third and Fourth Year, Level 1 Teachers

a. Third and fourth year, Level 1 teachers will be evaluated at least twice yearly with the TPAS Annual Appraisal Form instrument.

b. With the exception of a teacher on a fourth year annual contract, no teacher will spend more than three consecutive years on Level 1. Teachers on fourth year annual contract will be permitted to spend a fourth year on Level 1 of the TPAS.
c. The period of service (to receive a PSC) provided herein may be extended to 4 years when pre-
scribed by the school board and agreed to in writing by the teacher at the time of reappointment.

d. A teacher successfully completing the service requirements outlined in Florida Statute, who holds
professional certificate, and who successfully completes all of the requirements of the Level 1 Pro-
gram described above will be recommended by the superintendent for a professional service con-
tract (PSC).

e. Teachers who have been evaluated as less than satisfactory may be required to participate in specific
professional development programs as part of a Performance Improvement Plan.

f. All Level 1 teachers will be expected to have demonstrated satisfactory performance in all Compet-
tencies within all the Dimension areas outlined in Appendix D, prior to the recommendation for a
Professional Services Contract (PSC). Upon successful demonstration of all the required Competen-
ties, the Annual Contract teacher will be recommended for PSC as soon as his/her service require-
ments have been met

g. Should a third or fourth year annual contract Level 1 teacher receive an “Unsatisfactory” rating in a
Dimension Area from his/her building level administrator on the Fall annual TPAS evaluation, the
teacher will have the right to obtain an independent second opinion. That opinion will be rendered
following observations made by an independent evaluator. That evaluator will be mutually agreed
upon by the parties and selected from a listing of independent evaluators previously agreed to by the
parties. Should the principal and independent evaluator agree, the principal’s rating will be sus-
tained. Should they not agree, a second independent evaluator will be chosen in a like fashion. The
second independent evaluator will make observation(s) of the teacher. Following the final observa-
tion, a decision on whether or not the unsatisfactory rating will be sustained or reversed will be
made based upon the majority opinion of the three evaluators.

h. Any independent evaluator should be free from any influence from either party to this Agreement
and as such should engage in no ex parte communications with any of the parties prior to rendering
his/her decision.

i. Should a third or fourth year, Level 1 teacher receive an overall rating of “Unsatisfactory” on the
Fall annual TPAS evaluation, the teacher will be notified that s/he will be placed on performance
probation for 90 calendar days following receipt of the notice of unsatisfactory performance. An
Educator Support Panel (ESP) will be convened (as described in paragraph E[2] below). After consider-
ing input from both the teacher and the building level administrator, the ESP will develop
through consensus, a Performance Improvement Plan (PIP) for that teacher. The teacher will have
90 calendar days following the receipt of the notice of unsatisfactory performance. The teacher will be
evaluated within 14 days after the close of the 90 calendar days by three evaluators consisting of
the principal and two independent evaluators. The decision of a “Satisfactory” or “Unsatisfactory”
rating shall be based on the majority opinion of the three evaluators.

j. By mutual agreement (at any time during the school year), the teacher and principal may agree to
develop a PIP prior to the teacher receiving an “Unsatisfactory” or “Needs Improvement” rating on
the Annual Appraisal Form.

k. A teacher’s performance on the PIP will be reviewed by a person selected by the Superintendent of
Schools and the President of the SC/TA. A teacher’s overall success or failure on a PIP will be de-
termined by that person.

l. Other than for procedural error, the evaluation or non-renewal of a Level 1 teacher for competency
is not subject to the grievance and arbitration process.
D. Level 2 Teachers

1. Any Continuing Contract (CC) or Professional Service Contract (PSC) teacher will be considered to be a Level 2 teacher.

2. Any Level 2 teacher will be considered to possess all competencies required of Level 1 teachers unless they receive an overall rating of unsatisfactory by the building level administrator as documented by using the appropriate Level 1 forms and procedures. Such forms will document the areas of alleged deficiency.

3. Any teacher who holds a continuing contract may, but is not required to, exchange such continuing contact for a professional service contract in the same district.

4. Prior to the first formal observation of the teacher, s/he shall be familiarized with the FPMS appraisal instruments, forms and procedures.

5. Should a Level 2 teacher receive an unsatisfactory rating in a Dimension Area from his/her building level administrator, the teacher will have the right to obtain an independent second opinion. That opinion will be rendered following observations made by an independent evaluator. That evaluator will be mutually agreed upon by the parties and selected from a listing of independent evaluators previously agreed to by the parties. Should the principal and independent evaluator agree, the principal’s rating will be sustained. Should they not agree, a second independent evaluator will be chosen in a like fashion. The second independent evaluator will make an observation(s) of the teacher. If the second evaluator does not agree with the decision of the first, a third evaluator will be selected in a like fashion. Following the final observation, a decision on whether or not the unsatisfactory rating will be sustained or reversed will be made based upon the majority opinion of the three evaluators.

6. Any independent evaluator should be free from any influence from either party to this Agreement and should engage in no ex parte communications with any of the parties prior to rendering his/her decision.

7. Following a sustained rating of unsatisfactory, the teacher will be placed back into Level 1 of the TPAS.

8. An employee notified of unsatisfactory performance may request an opportunity to be considered for a transfer to another appropriate position, with a different supervising administrator, for the subsequent year of employment.

9. Should the independent evaluator uphold the building administrator’s recommendation of an unsatisfactory rating, an Educator Support Panel (ESP) will be convened (as described in paragraph E[2] below). After considering input from both the teacher and building administrator, the Educator Support Panel will develop through consensus, a Performance Improvement Plan (PIP) for that teacher. That PIP will serve as the improvement plan required under the statutory NEAT/Performance Probation process. Only those competency areas in which the teacher was noted to be performing in an unsatisfactory manner (and concurred on by the independent evaluator) will be reflected in that teacher’s PIP or NEAT/Performance Probation process.

10. Teachers who have been evaluated as less than satisfactory may be required to participate in specific professional development programs as part of a Performance Improvement Plan.

11. Any proposed NEAT process for a Continuing Contract (CC) teacher must be finalized no later than April 1 prior to the close of the school year prior to its implementation. A NEAT process will have a duration of no less than one full school year. The ESP will have the final say in resolving any disputes on the PIP as described within this section. The NEAT process will be evaluated by the principal and two independent evaluators. The success or failure of a NEAT process will be determined by a majority decision of the three evaluators.
12. Any proposed Performance Probation process for a Professional Services Contract (PSC) teacher must be finalized no later than six weeks prior to the close of the school year. The teacher will be notified in writing that he/she will be placed on performance probation for 90 calendar days following the receipt of the notice of unsatisfactory performance. The PSC teacher will be placed back on Level 1 and assigned a Performance Improvement Plan written and approved by an Educator Support Panel (ESP). The teacher will be evaluated within 14 days after the close of the 90 calendar days by three evaluators consisting of the principal and two independent evaluators. The decision of a satisfactory or unsatisfactory rating shall be based on the majority opinion of the three evaluators.

13. Any PIP or NEAT process will be evaluated by the principal and two independent evaluators (as selected by the President of the SC/TA and the Superintendent of Schools). The success or failure of a PIP or NEAT process will be determined by a majority decision of the three evaluators.

14. Unsuccessful completion of the NEAT/Performance Probation process within the prescribed timelines may constitute grounds for termination for a CC or PSC teacher.

15. Any proposed termination due to failure to successfully complete a NEAT/Performance Probation process will be subject to the grievance and arbitration process as defined in Article XXIII of this Agreement or a hearing held by the Department of Administrative Hearings (DOAH).

16. Other than for procedural error, the initial evaluation of a Level 2 teacher is not subject to the grievance and arbitration process. All other procedures outlined in this Section are subject to the grievance and arbitration process, as described elsewhere in this Agreement.

E. Educator Assistance Process

1. This process applies to Level 2 teachers who have received an unsatisfactory rating on their respective evaluation forms and/or have failed to master a given dimension.

2. A panel, hereafter referred to as an Educator Support Panel, will be formed which will consist of one teacher, one building level administrator and one independent educator. Each panel will be selected from a pool of specially trained instructional personnel. This pool of employees will be selected by consensus, by the Superintendent and President of the Union. Each panel (constituted as described above) will also be chosen by consensus by the Superintendent and Union President. The members of the respective Educator Support Panel will then select resource persons to assist them in developing and administering the PIP process. No teacher or administrator will serve on a panel for a staff member from their building.

F. Temporary, One Year Contracts

1. Those teachers who have yet to complete all the required academic course work for certification and endorsement (where required by the State) in the subject area(s) they are currently assigned will be issued a temporary, one year contract. All positions held by temporary one year contract teachers will be considered vacant at the close of the school year.

2. All certified or certifiable teachers (those teachers having completed the required academic course work for certification in the subject area[s] they are currently assigned) will be issued the appropriate Professional Services or Annual Contract.

G. NEAT/Performance Probation Process

Any Continuing Contract or Professional Service Contract teacher alleged not to be performing his/her duties in a satisfactory manner, as defined as the unsuccessful completion of those procedures outlined in Florida Statutes, Section 231.29, will be afforded a NEAT/Performance Probation process as detailed in Florida Statutes, Section 231.36 3(e), prior to any determination of just cause.
H. Evaluation Responsibilities

The principal may assign responsibility of evaluating selected Continuing Contract and Professional Service Contract teachers to his/her assistant principal(s).

I. Copies of the Evaluation Report

If the teacher declines to sign a completed evaluation form, s/he shall, within ten days, provide a signed statement either stating his/her intent to seek an independent evaluation as described above or a rebuttal to be attached to the evaluation. A teacher shall not be requested nor required to sign a blank or incomplete evaluation form.

J. Meetings

Whenever a teacher is required to appear before the principal, Superintendent or Board for the express purpose of discussing matters that question the teacher's professional or instructional competency, the teacher and the SC/TA shall be given no less than 24 hours written notice of the purpose of such meeting or interview and shall be entitled to have a representative of his/her choice present to represent him/her during such meeting or interview.

ARTICLE XII - TEACHER CONTRACTS

A. Annual Contracts (AC)

1. All non-certifiable teachers (those teachers who have yet to complete all the required academic course work for certification and endorsement [where required by the State] in the subject area[s] they are currently assigned) will be issued a temporary, one year contract. All positions held by temporary one year contract teachers will be considered vacant at the close of the school year.

2. All certified or certifiable teachers (those teachers having completed the required academic course work for certification in the subject area[s] they are currently assigned) will be issued a regular Annual Contract (AC).

3. An Annual Contract may be extended to a fourth year when agreed to in writing by the Board and the teacher.

4. Other than for procedural error, the evaluation or non-renewal of a teacher on the Sarasota County Induction Program (SCIP) is not subject to the grievance and arbitration process.

5. Other than for procedural error, the evaluation or non-renewal of a Level 1 teacher for competency is not subject to the grievance and arbitration process.

6. If the Professional Improvement Plan (PIP) is successfully completed, non-renewal may not be undertaken for competency reasons.

B. Continuing Contract (CC)

1. Any teacher who has Continuing Contract status prior to July 1, 1984, shall be entitled to retain such contract and all rights arising therefrom, unless the teacher voluntarily relinquishes his/her Continuing Contract.

2. Any teacher holding a Continuing Contract will be allowed to exchange his/her Continuing Contract for a Professional Service Contract upon his/her request to the Human Resources Office.
C. Professional Service Contract (PSC)

1. Annual Contract teachers will be granted a Professional Service Contract (PSC) after three years of satisfactory performance. Consistent with applicable statutes, Annual Contract status can be extended to a fourth year.

2. Any Continuing Contract or Professional Service Contract teacher alleged not to be performing his/her duties in a satisfactory manner, as defined as the unsuccessful completion of those procedures outlined in Florida Statutes, Section 231.29, will be afforded a NEAT process as detailed in Article XI, Section C, prior to any determination of just cause.

D. Expert-in-Field

An individual who is a Board appointed employee and who, pursuant to Florida Statutes, is approved by the Board under the category of “Expert-in-Field” will be compensated using the Bachelors lane on the Teacher’s Salary Schedule.

ARTICLE XIII - SELECTION/LATERAL TRANSFERS/PROMOTION

A. Voluntary Lateral Transfers

1. Lateral transfers of instructional staff will not be allowed within two weeks prior to the first day of school attendance for students, unless mutually agreed to by the parties. All position vacancies will be publicly posted at the Personnel Office and at each work site county wide. In addition, all position vacancies will be listed on the Job Hotline (927-4010). The positions filled after that time shall be filled on a temporary basis and will be filled in accordance with those procedures outlined in A2 below, if the position is still required.

2. All positions created or vacancies filled during the school year and which will be in existence in the coming school year will be posted for currently employed teachers requesting recall or transfer. Wherever possible, these positions will be filled with existing teachers before the conclusion of the prior school year using those procedures outlined in Sections B and C, below. Those teachers presently holding the position in question who hold an annual contract will be considered surpassed at the conclusion of the school year. Any such position not filled with voluntary transfer applicants at this point will be posted county wide and filled as described below.

3. Position vacancies, other than those described in A2 above, will be posted county wide and filled in a manner consistent with that specified elsewhere in this Article.

4. Any teacher desiring a transfer may apply provided s/he has the qualifications and certification required for the position. All transfer applicants who possess the qualifications and certification for the position in question will receive an interview.

5. The parties agree that circumstances may exist in the resolution of a problem where a staff member is to be placed in a vacant position at any time, through mutual agreement of the parties and the prior knowledge of the cost center management team. In such case, the procedures in Sections B and C herein will not apply.

6. All vacant or newly created positions (except as specified above) will be publicly posted for a period of no less than five working days, prior to the closing date for applications, unless mutually agreed to by the parties. All positions will be publicly posted for five working days throughout the school district in all staff lounges, on the Internet, and on the School Board’s automated telephone job hotline. In the period from ten days prior to the first day of school, all postings will be of three days duration.
B. Procedures for Cost Centers Utilizing an Approved Shared Decision Making Model of Governance: The parties agree that recommendations regarding the selection and lateral transfer of staff are best made when they are arrived at through a process which involves the staff with whom the individual so recommended will be working. The working relationships within cost centers are vital to meeting the educational goals of the District; therefore, broad participation by staff in developing such recommendations should be achieved whenever possible. In Cost Centers which have had an approved shared decision making model of governance, the following procedures for selection and lateral transfer of staff will apply unless a waiver of this Section has been granted by the parties to this Agreement.

1. Personnel Functions of the Cost Center Management Team or Its Designee: The Cost Center Management Team will (a) recommend a set of minimum qualifications, including certification, to be utilized in any posting of a staff vacancy in the cost center; (b) establish a procedure for screening applications for each such vacancy, with such procedure to provide for the participation of staff from the cost center administration, grade level, department, or team of the vacancy; (c) establish an interview procedure for each such vacancy, with such procedure to provide for the participation of staff from the cost center administration, grade level, department, or team of the vacancy; and (d) based upon the recommendations of the interviewers, recommend to the Superintendent the most qualified candidate for each such posted vacancy.

2. Interview Committee: An interview committee will be established for each position vacancy. That committee will include a member of school administration, selected by the building principal, and will minimally include two classroom teachers, at least one of whom is a member of the team or department in which the vacancy exists. The teacher members of the interview committee will be selected by the Cost Center Management Team. The Cost Center Management Team may also elect to add parent, community, or student representatives to the Interview Committee. Those members will also be selected by the Cost Center Management Team.

3. Seniority in Filling Vacancies, When All Other Qualifications Are Substantially Equal: The Committee shall recommend the candidate with the best qualifications for the vacancy. When the qualifications of two or more candidates are substantially equal, then the candidate with the greater seniority of employment with the Sarasota County School Board shall be recommended for the vacancy.

C. Procedures for Cost Centers Not Utilizing an Approved Shared Decision Making Model of Governance:

1. Filling of Posted Vacancies: For each such vacancy available for lateral transfer as identified under Section A above, the Human Resources Office will prepare a list of staff desiring transfer to such a position. The list will be arranged in descending order of points according to the following scale:

<table>
<thead>
<tr>
<th>Factor</th>
<th>Maximum Point Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Years of service as a teacher in the Sarasota County Schools</td>
<td>10 points per year</td>
</tr>
<tr>
<td>Experience in the field of the vacancy in the Sarasota County Schools</td>
<td>4 points per year</td>
</tr>
<tr>
<td>Recency of experience in the Sarasota County Schools in the field in which the vacancy exists</td>
<td>Past 5 years=3 per year, Prior 6-10 years=2 per year, Before that, 1 point per year</td>
</tr>
<tr>
<td>Degree Status</td>
<td>Masters=10 points, Specialist=20 points, Doctorate=30 points</td>
</tr>
</tbody>
</table>
Said vacancy will be offered for lateral transfer to each staff member, in turn, with the highest number of points until the vacancy is filled.

Ties will be broken by the procedures outlined in Article XIV, Reduction in Force, Section C, Date of Hire.

2. Appeal of Voluntary Transfer Determination: If, in the judgment of the Cost Center Head, the staff member selected under this process for lateral transfer is not qualified for the position, s/he shall provide a written justification to the Superintendent of Schools. The Superintendent shall refer the justification to the SC/TA President for his/her concurrence. If the Superintendent and President do not agree, the matter will be presented for final determination to a neutral third party, mutually selected by the Superintendent and President.

D. Involuntary Reassignments Within a School

The principal may make reassignments within a school or center in accordance with Florida Statutes. Principals will survey their staff by March 1 of a given school year to determine their subject area/grade level preferences for the following school year. When a teacher is reassigned, s/he may request that the reason for such reassignment be provided in writing by the principal. The teacher so reassigned shall have the opportunity to meet with the appropriate Director of Elementary or Secondary Education and a representative of his/her choice to discuss the need and desirability of such a reassignment. If this meeting does not lead to a resolution in a manner acceptable to the teacher, s/he shall have the opportunity to meet with the Superintendent. No teacher will be involuntarily reassigned within the building by the administration into a subject area assignment for which s/he is not certified.

E. Surplusing Between Schools

1. Surplusing from a school or center necessitated by such factors as budget requirements, changes in student population, or changes in programs, shall be specifically recommended by the principal. Such transfer shall be subject to the approval of the Superintendent. The transfer shall be in inverse order of seniority, except where such application of seniority would be injurious to the instructional program.

2. Whenever a relative in the same cost center as another is promoted or transferred to an administrative position, a conflict shall be seen as existing and shall be resolved by transferring one of the related teachers to another position. The teacher will be considered to be surplus and, as such, will be placed in a manner described in Article XV of the Agreement. Specifically, no two relatives shall be allowed to remain in the same Cost Center if one of the individuals is an administrator. All conditions existing as of October 24, 1988, shall be grandfathered.

   a. The transfer shall be at the next semester change or at the conclusion of that school year, based upon the recommendation of the building administrator or Cost Center head. The Superintendent will approve or modify any and all such recommendations.

   b. Preference for one year regarding placement will be afforded to the teacher to be transferred.

3. Voluntary transfers, appropriate to the circumstances, will be made before surplusings.

4. Teachers surplus from one work site to another will be identified and placed in accordance with those procedures specified in Article XIV, Reduction in Force.

5. When a program or school is closed or a class or group of classes moved intact from one work site to another, the teachers in that program or class will be afforded the opportunity to (a) move with their former class or program, (b) voluntarily surplus themselves, or (c) remain at their original work site if there exists a less senior teacher in one of their areas of certification.
In the event that not enough positions are moved to the receiving school to accommodate all teachers from the former work site, teachers will be offered transfers to the receiving school on a seniority basis. The most senior teacher in the certification area will be offered transfer first and so on until the moved positions are exhausted. All remaining teachers at the former work site will be surplussed in accordance with those procedures outlined in Articles XIV and XV of this Agreement.

F. Opening New Schools

When a new school is opened, the following procedures will be followed in staffing that building:

1. Initial Posting

The school(s) that will be losing staff to the new school will be identified. The staff of those schools will be the only staff allowed to apply for the initial posting. The initial posting will consist of a pool of positions which constitutes no less than 20% of the total number of expected positions in the new school. Applicants for the positions listed in the initial posting will be filled in accordance with those procedures outlined in Section C, above.

2. County Wide Posting

The position vacancies remaining after the initial posting will be posted countywide and filled in the following manner:

a. Shared Decision Making

Should the teachers selected following those procedures outlined in Section 1 above elect to become a shared decision making work site, the remaining positions at the new school will be posted and filled in accordance with those procedures outlined in Section B, above.

b. Non-Shared Decision Making

Should the selected teachers elect not to become a shared decision making work site, the remaining positions will be chosen as outlined in Section C, above.

3. Surplus Staff

Any surplus staff remaining at the school(s) losing staff to the new school, will be identified and placed in accord with those procedures outlined in Article XIV of this Agreement.

G. Vacancies

Other than filling in for a teacher on approved leave and in the absence of a hiring freeze, long term substitutes shall not be used in lieu of full time appointed teachers. Vacancies of 60 working days or more in bargaining unit positions shall be posted and filled in accordance with this Agreement.

H. Promotions

1. Any teacher possessing the appropriate qualifications for promotion may apply for an administrative vacancy.

2. The Board shall utilize to the maximum extent possible the skills, talents, and qualifications of its teachers and shall fill position vacancies by promoting from within in accordance with School Board Rule 4.104.

3. Vacancies which come under the District's state approved HRMD Plan shall be filled in accordance with the requirements of that Plan. All other vacancies shall be filled on the basis of qualifications for the posi-
tion; however, when two or more qualified candidates receive substantially equal ballots, the candidate with the greatest amount of seniority shall be given preference.

ARTICLE XIV - REDUCTION IN FORCE

A. School Board Rights

The School Board has a sole and exclusive right to determine the number, nature, and location of positions in the school system and to reduce or increase staff accordingly. In so exercising this right, the Board will confer with and receive recommendations from the Union.

B. Definition

A Reduction In Force (RIF) will be said to exist when the number of personnel within any given job or salary classification has decreased in number or when the number of teachers exceeds the number of positions in the instructional bargaining unit.

C. Procedures

1. Retention - Instructional staff shall be certified and/or qualified for the position held.

2. Qualifications - Instructional staff will be deemed qualified for any position for which they hold the appropriate certification and endorsement (where required by the State) unless as specified below. They will also be considered to be qualified for any position presently held by an uncertified teacher and for all positions that do not require specific certification.

3. Seniority - Instructional staff will be subject to layoff based on the least amount of continuous service in the Sarasota County School System. Seniority for layoffs will cover all cost centers in system wide fashion. Seniority will be defined as time since effective date of hire in the instructional bargaining unit. A teacher who had previous employment in the classified bargaining unit and who did not break service with the School Board of Sarasota County, will retain his/her seniority in the classified bargaining unit in case s/he has been laid off from his/her instructional position. Such time, however, will not count towards seniority in the instructional bargaining unit. A teacher who transferred to the classified bargaining unit and then returned to the instructional bargaining unit will retain all prior instructional bargaining unit time(s) for seniority purposes, provided that no break in service to the school district occurred.

4. Date of Hire - The effective starting date as designated by School Board action in appointing a given teacher will be considered to be his/her official date of hire. In cases of ties with regard to Board appointment, the date and time of receipt of the application shall apply. In cases where no time stamp exists, the date of the application will be the deciding factor. Should a tie still exist, it will be broken by a coin toss.

5. Administrators Returning to Bargaining Unit - Any administrator who returns to a bargaining unit position with the appropriate reduction in salary and a surrendering of his/her administrative status will begin to earn seniority placement within the unit at that time. Any administrator who had previous status within the bargaining unit and has not had a break in service shall retain those previous years in the bargaining unit toward his/her seniority status. All administrators returning to the bargaining unit will be placed into vacancies following those procedures described below.

6. Preferences - Each teacher will complete a preference form that may be updated as described below. The form will include a listing of the teacher's school site preferences and whether or not s/he would desire a voluntary transfer to a particular school site(s).
7. Placement

a. Each cost center will compile a list of all positions to be eliminated for the following school year. At that time the cost center head will also identify the least senior teacher at that cost center currently working within the certification area in which the position(s) is/are being eliminated. Pursuant to the procedures outlined in subparagraph (b) below, the cost center head, prior to May 20 of any given school year, will transmit to the Human Resources Office a listing of all positions eliminated, teachers surplussed, and vacancies anticipated.

b. The teacher(s) to be surplussed at each cost center will be the least senior at that cost center currently working within the area of certification of the position(s) to be eliminated; provided however, that a teacher who has had his/her position eliminated may elect to remain at that cost center should s/he possess more seniority than a teacher at that cost center in an alternate area of the first teacher's certification. In such a case the teacher possessing the least seniority in the alternative certification area at that cost center will be surplussed. A teacher whose position has been eliminated must be given the opportunity to elect to remain at his/her cost center in an alternative area of certification, and must exercise his/her election, prior to surplus lists being transmitted from the cost center to the Human Resources Office.

c. Upon receipt of surplus lists from all cost centers, the Human Resources Office will compile a listing, in seniority order, of all teachers who have been surplussed. That listing, as well as a listing of all vacancies county wide (excluding Board approved charter schools), will be posted for a period of five working days. Teachers may update their preference lists through the conclusion of this five day period.

d. All teachers will be placed into vacant assignments on a seniority basis based upon their expressed preferences (excluding Board-approved charter schools). The most senior surplussed teacher will be considered first and placement will continue on a seniority basis. Each teacher must be certified and endorsed (where required by the State) for the assignment selected. During the placement process, if no vacancy remains for which a teacher is certified, the teacher will replace the least senior teacher in either the north or south county region (as selected by the teacher) in his/her area of certification. The teacher may elect to switch his/her region selection and pick from vacancies in the other location. This process will continue until there remains no teacher on the surplus list who has more seniority than any teacher in the district holding a position in that area of certification. Those teachers who are junior to all others in the district within their areas of certification will thus be identified. Those junior teachers, for whom there are no positions available within their areas of certification, will be laid off. Those laid off teachers will have recall rights within the parameters set forth elsewhere in this Agreement.

e. During the placement process, should a teacher not be reassigned due to his/her failing to be assigned to one of the work sites stated on his/her preference form or because a Preference Form was not filed, management will attempt to contact said teacher to explain to him/her those positions remaining available at that time. Should management not be able to contact said teacher, the teacher will be reassigned to a work site and position most similar to that which s/he was last assigned or those expressed on his/her preference form.

8. Return to Former Placement - Any teacher displaced from an instructional position due to the implementation of those procedures described above will be able to return to an instructional position vacancy at his/her last former work site for which s/he is certified, should such a position become available within a period of five years. Such return will be automatically granted upon receipt of the teacher's request. In such cases, the transfer will become effective upon the employee's request and s/he will be considered a member of his/her former school's staff for placement purposes, but the employee will not occupy that position until the beginning of the next school year. It will be the teacher's responsibility to monitor such opportunities.
9. Notification - The Board agrees to provide notice of the layoff to the affected teachers and the Union at least ten work days before any action is taken. Notification of layoff shall be sent by certified mail to the affected teacher. It is the teacher’s responsibility to keep the Human Resources Office informed of his/her current address.

10. Any teacher laid off will be offered job placement assistance and counseling services by the Board to assist him/her in securing other employment.

ARTICLE XV - RECALL

A. Recall Order

Teachers will be recalled in order of seniority within their area(s) of certification or qualification.

B. New Teachers

No new teachers shall be hired until all certified laid off teachers in their area of certification have been recalled or have refused or failed to accept recall. Laid off teachers will be placed into vacancies prior to hiring any uncertified teachers.

C. Recall Process

A laid off teacher will be given by registered mail ten working days notice of recall. S/he shall inform the Board of his/her acceptance or rejection of re-employment within ten working days of receipt of the registered letter. In the event the teacher does not respond, the Board is released from recall obligations, and the teacher will be deemed to have voluntarily resigned from employment by the Board. It is the teacher’s responsibility to keep the Board informed of his/her current address. Teachers will be recalled or placed into vacant positions in the following order:

1. Teachers returning to their former school from which they were surplussed. Teachers retain this right for a period of five years following their surplus.

2. Teachers returning to a North or South county location following an involuntary move to the other location due to lack of available positions. Teachers retain this right for a period of five years following their surplus.

3. Laid off teachers returning to duty (Teachers retain this right for a period of two years following their layoff.)

4. Teachers returning to in-field status from an involuntary move to out-of-field status. Teachers retain this right for a period of two years following their involuntary out-of-field placement.

5. Voluntary transfer of teachers.

Positions will be filled on a seniority basis within each of the above-mentioned groupings. Numbers 1 through 4 will be undertaken on a central level and will be filled in accordance with those procedures outlined in Article XIV. Number 5 will be undertaken at the school level and will be governed by Article XIII.

D. Layoff Period

Teachers will be eligible for recall for a period not to exceed two years from date of layoff or until recalled or recall is declined, whichever is sooner.

E. Leaves

Teachers on layoff shall be given unpaid leave of absence during the period of the layoff.

INSTRUCTIONAL
ARTICLE XVI - NON-TEACHING DUTIES

A. Teachers shall not be assigned or required to perform the following non-teaching duties:

1. Lunchroom supervision during the duty free lunch period.

2. Chaperoning or attendance at after school activities shall not be required or assigned to any teacher who does not receive a supplement for such activity in accord with his/her normal salary schedule. Acceptance of any such duties shall be voluntary except for those occasions which require a teacher’s attendance for a specific purpose. These purposes shall not exceed three times per year. This does not preclude voluntary participation on the part of the teacher.

3. Teachers shall not be required to move or clean heavy equipment, machinery, or furniture.

4. Teachers shall not collect lunch monies.

5. Except for emergencies, teachers shall not be required to hand score County or State standardized tests.

B. Teachers assigned to temporary administrative positions of 30 consecutive calendar days or more shall be paid at a rate commensurate with that position or at their normal pay rate, whichever is higher.

C. Teachers may tutor for pay provided the following conditions exist:

1. The teacher is not in a duty status.

2. The tutoring does not take place on school property.

3. The teacher shall refrain from tutoring students enrolled in his/her instructional class.

D. Extra duties shall be assigned on a rotating basis, wherever possible.

ARTICLE XVII - PERSONNEL RECORD

A. Maintenance

1. There shall be only two personnel files as defined in Florida Statutes. One shall be maintained at the Office of Human Resources of the Sarasota County School Board and the other at the office of the teacher’s work site. No other file or memo shall be maintained on any teacher unless otherwise mandated by Statute. No copies of the official Personnel File shall be made except that which is photocopied by request of the teacher or required by Florida Statute.

2. A teacher may request through his/her immediate supervisor access to his/her site file. Requests to review the personnel file shall be made to the Human Resources Office in person. Where time parameters or lengthy distances to the Human Resources Office are a concern, cost center heads will assist teachers where possible.

3. Except for material pertaining directly to the work performance or such other matters that may be cause for discipline under Florida Statute, no material derogatory to a teacher’s conduct, service, character, or personality shall be placed in any official personnel file of such teacher. Material relating to work performance, discipline, suspension, or dismissal must be reduced to writing within 45 days, and may be maintained only if it is signed by a person competent to know the facts or make the judgment, and only if the teacher has been given the opportunity to read the material following its receipt or formulation. The teacher shall be sent a copy of such material by certified mail to his/her address of record or shall be given an actual copy of the material to be filed. If the teacher receives said copy, s/he may indicate that such material has been read by affixing his/her signature on the actual copy to be filed with the under-
standing that such signature merely signifies that the material to be filed has been read and does not necessarily indicate agreement with its content. However, an incident which has not been reduced to writing within 45 days of its occurrence may not be added to the file. No matters pertaining to a grievance shall be included in the file unless so requested by the teacher.

4. The teacher shall have the right to answer in writing any material now on file as well as any material filed hereafter, and the answer shall be attached to the file copy. No anonymous letter or materials shall be placed in the teacher’s file nor used in any proceeding or given any credibility anywhere by the employer.

5. Upon request, the teacher, a Union representative, or any other person designated in writing by the teacher shall be permitted to examine the file. It shall be indicated in writing that said file has been examined. The Board reserves the right to assess a cost per copy, no greater than five cents per page.

6. The personnel file of each teacher shall be open to inspection only by those persons specified by Florida Statutes. If a teacher’s file is inspected by a member of the administrative staff of the Sarasota County Public School System, it shall be recorded in a central register maintained in the Office of Human Resources.

7. The official personnel record for Sarasota County Public School teachers shall be housed in the Office of Human Resources of the Sarasota County Public Schools and maintained in a manner consistent with the State Public Documents Statutes.

8. Notification: Any teacher whose personnel file has been inspected by anyone outside the scope of authority as defined in Florida Statutes without the teacher’s knowledge or permission shall be notified in writing within 48 hours as to who requested and observed the file and the purpose of such request.

B. Complaints

When a written complaint concerning a teacher’s conduct and/or performance is made by the parent of a student or any other member of the public, the supervising administrator shall attempt to resolve the complaint with the complaining party and consult with the teacher involved. No complaint shall be placed in the official personnel file until such time as the complaint has been sustained through an impartial hearing procedure (outlined in this contract or consistent with applicable statutes), or the parties involved have mutually agreed to the disposition of the complaint.

ARTICLE XVIII - MAINTENANCE OF CLASSROOM DISCIPLINE

A. General Responsibility

While on duty, a teacher has a general responsibility and the right to control student behavior and a major responsibility for controlling the classroom environment of those students under his/her direct supervision. A teacher may at any time request the assistance of the principal.

Within the framework of the State’s and the Board’s codes of student conduct, teachers and other instructional personnel shall have the authority to undertake any of the following actions in managing student behavior and ensuring the safety of all students in their classes and school:

1. Establish classroom rules of conduct.

2. Establish and implement consequences designed to change behavior, for infractions of classroom rules.

3. Have violent, abusive, uncontrollable, or disruptive students temporarily removed from the classroom for behavior management intervention.
4. Assist in enforcing school rules on school property, on school-sponsored transportation, and during school-sponsored activities.

5. Request and receive information as to the disposition of any referral to the administration for violation of classroom or school rules.

6. Request and receive immediate assistance in classroom management if a student becomes uncontrollable or in case of emergency.

7. Request and receive training and other assistance to improve skills in classroom management, violence prevention, conflict resolution, and related areas.

8. Press charges if a crime has been committed against the teacher or other instructional personnel on school property, on school-sponsored transportation, or during school-sponsored activities.

9. Use reasonable force to protect himself, herself, or others from injury.

B. School Center Disciplinary Procedures

1. Approved School Disciplinary Policy

A written student disciplinary procedure, which shall be consistent with the terms of this Agreement, Board Rules, and Administrative regulations, shall be developed in each school center. Such procedure shall be formulated in conjunction with the Shared Decision Making Team or Alternative Governance Management Team in the manner provided in Article XXIV (Participatory Management).

2. Right of Teacher to Refer Students

A teacher may send a student to the principal or his/her designee’s office to maintain effective discipline in the classroom. The principal shall respond by employing appropriate discipline management techniques consistent with the State, the Board’s, and that school’s codes of student conduct.

3. Right of Appeal

Should a majority of the school’s behavior committee, SDM or AGS team feel that the building level administration is not consistently following the school’s written disciplinary procedures, that team will have the right to appeal those concerns directly to the Superintendent of Schools or his/her designee. Any alleged violations of the school’s written disciplinary procedures will be subject to the Grievance and Arbitration procedures outlined elsewhere in this Agreement.

C. Disruptive Students

1. General Guidelines Regarding Physical Force

Consistent with Federal and State and School Board Rules, a teacher shall have the authority, while on duty, to come into physical contact with a student or students to the degree necessary for the express purpose of establishing or maintaining control of students. Such physical contact shall not be construed to be corporal punishment.

2 Discipline Referral Form

The adopted standardized student discipline referral form (Appendix G) shall provide space for the referring party to note observations and to request specific action on the part of the Administrator. All discipline referral forms will be returned to the referring teacher within the next two school days following submission to the principal stating the status of the pending or final action taken by the principal or his/her designee. The teacher will be provided with written notification of the final disposition of the case within two school days of the final disposition.
3. Removal of Student From Class

A teacher may remove from class a student:

a. who has been documented by the teacher to repeatedly interfere with the teacher’s ability to communicate effectively with the students in the class or with the ability of the student’s classmates to learn; or

b. whose behavior the teacher determines is so unruly, disruptive, or abusive that it seriously interferes with the teacher’s ability to communicate effectively with the students in the class or with the ability of the student’s classmates to learn.

4. Student Placement Review Committee

a. Each school shall establish a committee to determine placement of a student when a teacher withholds consent to the return of a student to the teacher’s class. Committee membership will include:

   (1). Three teacher members of the school’s faculty selected by a secret ballot vote (but may not include the referring teacher). Two such members serve as regular committee members and the third will serve as an alternate. The two teachers with the two highest vote totals will serve as the regular committee members and the teacher with the third highest vote total will serve as the alternate.

   (2). One member of the school’s staff who is selected by the principal.

5. Alternative Class Placement

If a teacher removes a student from class as described above, the principal may place the student in another appropriate classroom; in in-school suspension; or in an alternative education program; or the principal may recommend the student for out-of-school suspension or expulsion, as appropriate. The student may be prohibited from attending or participating in school-sponsored or school-related activities. The principal may not return the student to that teacher’s class without the teacher’s consent unless the placement committee determines that such placement is the best or only available alternative. The teacher and the placement review committee must render their decisions within five days of the removal of the student from the classroom. During that five day period, the student will not be returned to the teacher’s classroom without the teacher’s prior consent.

6. Professional Development Classes Mandated

Any teacher who removes 25 percent of his or her total class enrollment shall be required to complete professional development to improve classroom management skills.

7. Battery and/or Assault Upon a Teacher

a. If a student commits an act of battery upon a teacher, that student shall not return to that class without the teacher’s prior consent.

   (1). The principal shall report as soon as possible, but within 24 hours, to the Superintendent that an assault or battery upon a teacher has been reported to him/her. The principal shall investigate and file a complete report as soon as possible to the Superintendent. The full report shall be signed by the teacher to acknowledge that s/he has seen the report, and s/he may append a statement to the report.

   (2). The principal shall assist the teacher in notifying the proper law enforcement officials.
b. A teacher upon whom an act of battery or assault has been committed, who presses charges against his/her assailant, shall have his/her days of court appearance designated as non-attendance days with pay.

c. Any student found to have committed an act of battery upon a teacher or other instructional employee shall be recommended for expulsion to the full extent permitted by law. Upon being charged with the offense, the student shall be removed from the classroom immediately, pending final disposition.

D. Teacher/Staff Notification

1. Teachers and classified employees (where appropriate) will be informed as to any prior arrests and/or convictions of which the Board has knowledge of students assigned to his/her classroom.

2. Teachers and classified employees (where appropriate) will be informed when any student has been moved into his/her classroom due to those procedures outlined above.

E. False Accusations Against Teachers

A recommendation for expulsion will be made for any student known to have intentionally made false accusations that jeopardizes the employment status or professional certification of a teacher. It will be the teacher’s responsibility to develop such evidence. Nothing in this section should be construed to limit the teacher’s right to pursue civil remedies for such conduct.

ARTICLE XIX - EVALUATION OF STUDENTS

A. Teachers shall maintain the responsibility to determine grades and other evaluations of students within the terms of the grading regulations of the Sarasota County School system.

B. No grade or evaluation shall be changed except where an obvious mathematical or clerical error has been made, and the teacher cannot be contacted through normal communication efforts.

C. In the event a teacher’s grade or evaluation is challenged, the following procedure shall be followed. The teacher’s principal shall investigate the challenge, and:

1. the grade or evaluation stands, or

2. the grade or evaluation goes to review.

D. Review Panel

1. Review shall be by a panel consisting of:

   a. one member, with expertise in the area under challenge, selected by the teacher;

   b. one member, with expertise in the area under challenge, selected by the Superintendent; and

   c. one member, with expertise in the area under challenge, selected by the other two members.

2. The Review Panel shall investigate the challenge and render a binding judgment.
ARTICLE XX - TEACHER ASSIGNMENT AND TRAVEL

A. All teachers shall be notified in writing of their salary status and their building, subject and class assignments for the following school year. Such notice shall be given to all presently employed teachers no later than the last teacher duty day of the current school year.

B. If changes are made in items specified in the preceding paragraph prior to the teacher's return to duty, the Human Resources Office shall, as soon as possible, notify the teacher in writing addressed to the teacher's latest recorded address. It is the teacher's responsibility to keep the Board informed of his/her current address.

C. The Board shall make every effort to arrange the schedules of teachers who are assigned to more than one school so as to limit the amount of inter-school travel to a minimum. As soon as practicable, such teachers shall be notified of any changes in their schedules.

D. Prior approval of the Superintendent is required in all cases in which the Board is to assume any part of the expenses for authorized travel by instructional staff or for an expense account for such travel. Each person, upon completion of a trip, shall file an expense account upon special forms provided by the Human Resources Office.

E. Any teacher who travels under Board authorization shall have prior approval of the Superintendent or his/her designee and be subject to Florida Statutes and Rules of the Board. Each such teacher will be reimbursed at the prevailing rate established by the State of Florida.

F. Out of county travel expenses for trips directly related to instruction in credit earning courses or workshops shall be borne by the Board when the Board requires such attendance.

G. Teachers shall not be required to transport students on official school business.

H. Teachers shall not drive school buses. Exclusions to this restriction are the following:

1. overnight field trips are excluded and may be driven by the specific participating teacher/coach. However, should that participating teacher/coach choose not to drive, a Transportation driver shall be provided. Meals and accommodations for the driver will be provided by the school at the applicable per diem rate. With respect to this exclusion, it does not pertain to ESE field trips (i.e., Handicapped Olympics);

2. Environmental bus;

3. Alternate Education buses;

4. Carefree Learner bus supporting Sarasota High School;

5. Marine Biology bus assigned to Pine View; and


I. Teachers driving buses consistent with this Agreement shall be compensated at a rate equal to the average bus driver's hourly rate.

J. Alternative Education

The parties agree that all teachers of alternative education classes will hold the appropriate certification for the subject area taught. Any teacher not possessing the appropriate subject area certification for his/her majority assignment will be listed as out-of-field and will be treated in a manner consistent with other out-of-field teachers (i.e., they must take six semester hours per year towards obtaining the appropriate certification).
K. Substitute Teachers

1. The administration will make all reasonable effort to secure a substitute teacher for an absent classroom teacher.

2. Should the administration be unable to secure a substitute teacher, the administration will seek volunteers among the remaining teachers to teach the absent teacher’s class during his or her planning period. That teacher will receive an equal number of hours of compensatory class, rounded up to the nearest hour for the lost planning time, to be used when students are not in attendance.

3. Other than in emergency situations, there will be no dispersal of students from an absent teacher’s class to other classrooms.

ARTICLE XXI - PAID LEAVES OF ABSENCE

I. Categories of Paid Leaves

A. Sick Leave

1. Sick leave is voluntary on the part of the donating employee. Sick leave may only be transferred to those family members specified above and may not be transferred between non-related employees. Sick leave may only be transferred when the receiving employee has fully exhausted his or her existing sick leave accrual (excluding sick leave bank days) and must be utilized at the time of transfer. Sick leave may only be transferred while the family member is on approved sick leave status. This transfer may occur across bargaining units.

b. A teacher may authorize the transfer of some or all of his or her accumulated sick leave to his or her spouse, child, parent or sibling who is also an employee of the School Board of Sarasota County. This transfer of sick leave is voluntary on the part of the donating employee. Sick leave may only be transferred to those family members specified above and may not be transferred between non-related employees. Sick leave may only be transferred when the receiving employee has fully exhausted his or her existing sick leave accrual (excluding sick leave bank days) and must be utilized at the time of transfer. Sick leave may only be transferred while the family member is on approved sick leave status. This transfer may occur across bargaining units.

c. A sick leave bank is set forth in Appendix C which is attached hereto and made a part hereof.

d. Other than as described in Section B above, sick leave credit may not be transferred or loaned to another teacher or employee.

2. Personal Days

Each teacher shall be provided six days to be used for the teacher’s personal business or emergencies. A personal leave day may be used for any purpose at the discretion of the teacher, except as outlined below. A teacher planning to use a personal leave day or days shall notify his/her principal at least 48 hours in advance, except in case of emergency. Such personal leave shall be charged to sick leave and not be cumulative. Leave forms shall be available at the school offices, and they are to be filled out upon the teacher’s return from such leave. “Personal Leave” shall be adequate explanation for such leave. The teacher upon return to duty shall fill out the standard leave form explaining the emergency in those cases where less than 48 hours notice has been given.
3. Days Immediately Preceding or Following a School Holiday

A teacher requesting a personal day for a work day immediately preceding or following the days listed below must receive prior approval at least one week in advance from the cost center head. The cost center head may deny a personal day request during this time period, due to a lack of availability of substitutes. The cost center head will make all reasonable efforts to ensure the approval of such requests are fairly distributed among the teacher requests. Any teacher requesting a sick day for a period of time continuous with one of the aforementioned days may be asked to provide medical documentation for the day in question. Failure to provide such documentation will lead to a forfeiture of the teacher’s pay for the day in question (i.e., unpaid leave).

- Thanksgiving Recess
- Winter Recess
- Martin Luther King Day
- Memorial Day
- President’s Day
- Spring Recess
- The last day of student attendance

B. Illness-In-The-Line-Of-Duty Leave

Each teacher shall be entitled to illness-in-the-line-of-duty leave with net pay when absent because of a personal injury (including assault) received in the discharge of duty or because of illness from any contagious or infectious childhood diseases contracted in school work, other than common cold or flu. The above circumstances are subject to Administrative review and consultation with the local board of health if deemed appropriate.

As a prerequisite for any leave granted pursuant to this Article, a teacher shall obtain a certificate of illness or injury from a licensed physician.

1. Such leave due to the aforementioned illnesses shall be authorized for the length of time which is generally accepted by the medical profession as necessary for recovery or for the specified time allotted for recovery by the individual teacher’s physician, whichever is shorter.

2. Leaves due to the aforementioned injuries or illness shall be authorized for a period for which a physician certifies the teacher’s inability to work or for the maximum number of days as specified by the then current applicable Florida Statute following the injury or illness, whichever is shorter. After that time the teacher will receive wage loss payments as specified by Florida Statute.

3. The Board’s liability pursuant to this Article shall end if the teacher becomes eligible for state and/or social security disability benefits.

4. The teacher may use his/her own accumulated sick days upon expiration of benefits under Sections 1 and 2 above.

5. The teacher shall be provided, upon request, unpaid personal leave for medical reasons upon expiration of the in the line of duty leave and accumulated sick leave.

C. Leave for Union Officers

Upon request, leaves of absence, limited to three persons per year, shall be granted to Union officers. This leave will be extended yearly to include the officer’s full term of office. The SC/TA will reimburse the Board for all expenses associated with these leaves.

D. Sabbatical Leave

If there are a sufficient number of qualified applicants, not more than one-half of one percent of the teachers may be granted sabbatical leaves during any one school year. The procedures governing the granting of sabbatical leave are set forth in Appendix B attached hereto.
E. Temporary Duty Days

Temporary duty days with pay may be granted to teachers for purposes stated below. The Superintendent shall make the final determination as to approval or disapproval of an application.

1. Attending and/or participating in professional meetings relating to educational workshops, seminars, or conferences sponsored by professional educational organizations, colleges, universities, or government or private agencies concerned with public school matters.

2. Visitation for the purpose of observing instructional techniques or programs.

F. Civic Duties

Any teacher may be granted, upon written request and with the Superintendent’s approval, up to three days leave with pay to perform civic duties at the local, state, or national level.

G. Leave for Legal Commitments and Transactions

1. A teacher who is absent because of a mandatory (subpoena) court appearance shall incur no reduction in pay by reason of such appearance. A copy of the subpoena must be filed with the absence report.

2. A teacher may serve on temporary assignment on jury duty without loss of pay if s/he so desires.

3. A teacher released from his/her subpoena or jury duty with sufficient time remaining to return to his/her school center to complete at least one-half day of his/her duty day shall return to his/her school center unless released by the principal.

H. Vacation

1. Effective with the 1985/86 school year, those teachers already teaching 240 days shall be considered 12 month personnel as defined by the school calendar and will qualify to earn additional vacation days in concert with all other 12 month personnel. Specifically, they may earn in the range of one to six additional days beyond the 12 already granted by the calendar. These additional days may be accumulated but are not to exceed 30 days.

2. Effective with the 1985/86 school year, all new teachers shall have their work year designated as a 196 work/day year, with additional duty days assigned by the administration on an annual basis. Teachers who work in excess of 196 days shall continue to receive one vacation day for every 24 additional duty days (not including the summer school program). Any additional duty days requested by the administration shall be voluntary and shall not be a condition of employment.

II. Procedures

A. Requests

All requests for a leave of absence for Union officers or for sabbatical leave or for a return to duty following one of these leaves of absence will be submitted to the Department of Human Resources. Requests for sick leave, illness-in-the-line-of-duty, temporary duty days, civic duties, legal transactions, and vacation will be submitted to the cost center head. Under normal circumstances the deadline for applying for an extended (i.e., a leave that will extend into the next school year) paid leave of absence shall be March 1st of each year. Teachers on extended paid leave shall notify the Department of Human Resources on or before March 1 of their intent for the coming year.

B. Experience Credit

A teacher will be granted one year's experience credit for service of one day more than one-half of the regular contract year when on an approved paid leave of absence.
C. Insurance Continuation

Any teacher granted a leave of absence as provided in this Article shall continue to receive all benefits and privileges of an active School Board teacher.

D. Retirement Credit

A teacher granted a leave of absence may receive limited leave of absence credit in his/her respective retirement system to the extent and in the manner provided by statute. It shall be the sole responsibility of the teacher to make arrangements to obtain such credit.

E. Return to Duty

Upon return to duty from a paid leave of absence, the teacher will return to his/her former position.

F. Transferring in of Sick Leave

The transferring in of sick leave is not allowed.

G. Sick Leave Payoff Cap

The sick leave payoff cap is 180 days. Teachers possessing more than 180 days in sick leave accumulation prior to July 1, 1983, will be grandfathered at the level they possessed at that time. Teachers may accumulate days in excess of the 180 day cap but are limited to 180 days for payoff purposes.

H. Verification of Reasons for Leave

Upon return from leave as described in paragraphs A and B, the building principal shall provide the teacher with necessary forms for verification of the reasons for absence. Such completed forms shall be submitted to the building principal within five working days following the teacher’s return from leave.

I. Funds for Expenses

The Board shall provide funds for expenses, as set forth in Section E of this article, for temporary assignment. Normally only one member of a department may be granted permission to attend one such meeting at Board expense. The Superintendent may approve of exceptions. Teachers shall give adequate notification on the proper forms and shall report the nature of the professional meeting to be attended. Forms may be obtained from the principal.

ARTICLE XXII - UNPAID LEAVES OF ABSENCE

I. Categories of Unpaid Leaves

A. Study/Professional Improvement Leave

A leave of absence without salary for professional improvement may be authorized by the Board for any Continuing Contract or Professional Services Contract teacher. If the purpose of the leave involves a two year program, a second year shall be approved upon request. Other leaves shall not exceed one year. However, at the end of a leave, a teacher may request another leave of absence, the granting of which shall be at the sole discretion of the Board. Application for such leave shall be submitted to the Superintendent not later than 60 days prior to the start of the semester in which leave is to commence. Experience credit on the salary schedule in the amount authorized in the leave shall be granted upon the teacher’s return from leave if s/he has engaged in related studies at an accredited university or s/he has served in a capacity similar to one s/he occupies in the Sarasota County School System. Notwithstanding the foregoing, no experience credit will be granted for any year in which the teacher does not work or participate in the leave as approved one day more than one-half of the regular contract year.
Such leave may be authorized for
1. engaging in study at an accredited university;
2. full time participation in a federally sponsored Peace Corps;
3. full time teaching in foreign or military programs;
4. cultural travel or work program related to his/her professional responsibilities;
5. participating in exchange teaching programs in other school districts, states, territories or countries; or
6. serving as a full time, paid officer of an education association.

B. Medical Leave

A teacher may take an unpaid leave of absence due to either personal illness or due to the illness of a member of his or her immediate family. Prior to taking an unpaid medical leave, the teacher must have exhausted his or her sick day accrual and have completed his or her Family and Medical Leave Act (FMLA) leave if applicable. A teacher requesting medical leave must provide medical documentation of the illness in question.

C. Worker’s Compensation

A teacher receiving worker compensation payments will be deemed to be on an unpaid worker’s compensation leave during that time period.

D. Political Leave

A leave of absence, without pay, for up to one year may be granted by the Board to a teacher, upon application to campaign for or to serve in public office. If elected to serve in a public office, leave shall extend through the first term of office.

E. Family and Medical Leave Act (FMLA) Leave

Teachers qualifying under Federal Statutes for FMLA leave will be granted up to 12 weeks of unpaid leave with continuation of health benefits. In the case of teachers on worker’s compensation leave, FMLA leave will commence only after the teacher has exhausted all of his or her worker’s compensation leave.

F. Maternity Leave

1. A maternity leave without pay shall upon written request be granted to a teacher any time between the commencement and termination of her pregnancy. The commencement of such leave shall be at the discretion of the teacher and her physician. Except in case of emergency, the teacher shall give written notice to the Superintendent at least 30 calendar days prior to the date on which her leave is to begin. The request for leave shall include a physician’s statement certifying the pregnancy, the anticipated date of birth, and the length of time the teacher should be able to work. All or any portion of a leave taken by a teacher because of a medical disability connected with pregnancy may, at the teacher’s option, be charged to her available sick leave.

2. The teacher shall, in her written request for leave, notify the Superintendent that she will return to work either
   a. as soon after the birth of her child as her physician certifies in writing that she is able to return, at which time the teacher shall be returned to her former position; or
   b. on the first day of the next school year following the termination of pregnancy, at which time the teacher shall be returned to her former position.
G. Child Care Leave

1. A child care leave without pay for caring for a child less than six years of age, not to exceed one year, shall be granted a teacher upon written request to the Superintendent. A teacher may request in writing an additional year of child care leave. Such request shall be submitted not less than 30 calendar days prior to the conclusion of any year already granted. Child care leave may be extended on a yearly basis for a maximum of five school years.

H. Personal Leave

A teacher will be granted a personal leave of absence for any reason, for a period of one school year or for the remainder of a given school year. A teacher will be granted only one personal leave of absence in any three year period. During the time the teacher is on an unpaid personal leave of absence the teacher may not enter similar or related employment during his/her leave without express written permission of the Board. Violation of this provision will constitute grounds for termination of employment.

I. Military Leave

Leaves of absence for the performance of duty with the United States Armed Forces or with a reserve component thereof or with the National Guard shall be granted in accordance with applicable law.

II. Procedures

A. Requests

All requests for a leave of absence or for a return to duty following a leave of absence will be submitted to the Department of Human Resources. Under normal circumstances the deadline for applying for an unpaid leave of absence shall be March 1 of each year. Teachers on extended unpaid leave shall notify the Department of Human Resources on or before March 1 of their intent for the coming year.

B. Duration of Leave

Other than in the case of personal leaves of absence, the Board will not refuse subsequent leave requests without sufficient reason. Under normal circumstances, such leaves shall not exceed five years. A teacher’s leave will be extended in cases where no position exists for the teacher to return in one of his/her areas of certification. A leave will not exceed one year’s duration, but may be renewed as specified herein.

C. Experience Credit

No experience credit for salary purposes will be granted for any year in which a teacher does not teach for one day more than one-half of the regular contract year. A teacher may be granted one year’s experience credit for service of one day more than one-half of the regular contract year when on an approved study/professional, worker’s compensation, military, or political leave of absence.

D. Insurance Continuation

Any teacher granted a leave of absence as provided in this Article shall be given the opportunity to continue insurance in the existing school programs during the leave provided that the premiums for such insurance programs shall be paid by the teacher on a monthly basis in advance of the month due.

E. Retirement Credit

A teacher granted a leave of absence may receive limited leave of absence credit in his/her respective retirement system to the extent and in the manner provided by statute. It shall be the sole responsibility of the teacher to make arrangements to obtain such credit.
F. Return to Duty

1. Normal Return to Duty During a School Year

   a. Leaves of 12 Weeks or Less Duration

      A teacher who desires to return to duty at the end of his or her approved leave will be placed into the same or a substantially similar position at his or her former work site. Should no vacancy exist for which the teacher is qualified, a surplus situation will be said to exist at that work site which will be handled in a manner specified elsewhere in this Agreement.

   b. Leaves Exceeding 12 Weeks

      A teacher returning to duty from an approved leave of absence of greater than 12 weeks duration (regardless of whether or not his/her return is premature) will be placed in a manner described in number 3, below.

2. Normal Return to Duty at the End of School Year

   Upon return from an approved leave, the teacher shall be returned to his/her former position, if available, or to a substantially similar position at his or her former work site, for which the teacher is fully qualified and certificated. In cases in which a staffing surplus is said to exist, such placement must be in accord with those procedures outlined in Articles XIV and XV, where applicable.

3. Premature Return to Duty

   a. A teacher returning to duty prematurely from an approved, unpaid leave of absence will be placed into the next available opening for which s/he is qualified (except in the case of FMLA leave) on his or her former pay scale. A teacher’s placement at a work site will be made at the discretion of the Board, within the north and south county boundary preference expressed by the teacher. This placement will continue only until the end of that current school year.

   b. A teacher currently on a NEAT/performance assistance process will not be eligible for premature return to duty. Unless agreed to by the parties, employees on a NEAT process or performance assistance will be returned to their former work site at the conclusion of their approved leave of absence.

   c. At the end of the school year in which the teacher requested premature return to duty, that teacher will be returned to his or her former work site, for the following school year. Should no vacancy exist for which the teacher is qualified, a surplus situation will be said to exist at that work site which will be handled in a manner specified elsewhere in this Agreement.

4. Return From FMLA Leave

   A teacher on an approved Family and Medical Leave Act (FMLA) leave will return to his or her former position upon return from the FMLA leave. Should a teacher not return to duty during or immediately following the conclusion of his or her FMLA leave and is approved for further leave, s/he will be placed into a position following those procedures outlined above.
ARTICLE XXIII- GRIEVANCE AND ARBITRATION

A. Definitions

1. The "grievant" is a teacher, a group of teachers, or the Union filing a grievance.
2. The Union retains the right to file a grievance on any misapplication of this Agreement or practices and policies affecting the terms or conditions of employment.
3. A "grievance" is an allegation by the grievant that s/he has been treated in an unfair and/or inequitable manner or the grievant or Union has been affected by an action or proposed Board action item, that if implemented, would constitute a misinterpretation or misapplication of the specific written terms of this Agreement, or on the regulations and rules of the School Board, DOE, or State Statute. Any grievance of a proposed Board action would not inhibit the Board from taking the proposed action while the matter is pending resolution. A grievance may be processed through Section B of this Article.

B. Procedures

1. Informal: This level of the grievance process is to be used to settle grievances and disputes at the local level. It is the intention of the parties that to the greatest extent possible, only local building staff will be used to process Informal level grievances. No later than 20 working days after the grievance first occurred or knowledge should have been reasonably had thereof by the grievant, the grievant, and/or the grievant and his/her cost center Union representative shall request a meeting to verbally discuss a potential grievance with the cost center head, or his/her designee, allegedly causing the potential grievance. The cost center head, or his/her designee, will respond no later than ten working days after the informal meeting has been held. If the grievant is not satisfied with the disposition of the potential grievance, the potential grievance may be taken to Step One of the Formal Procedure.
2. Formal Step One: If the grievant is not satisfied with the disposition of the grievance at the informal level, no later than ten working days following the administrator’s denial at the Informal Step, the grievant and/or his/her Union representative shall schedule a meeting to submit the grievance on the adopted form to the cost center head or his/her designee allegedly causing the grievance. The cost center head or his/her designee will respond in writing, no later than ten working days after the meeting has been held. If the grievant is not satisfied with the disposition of the grievance, the grievance may be taken to Step Two of the Formal Procedure.
3. Formal Step Two: If the grievant is not satisfied with the disposition of the grievance at the Step One level, s/he may schedule a meeting to submit the grievance on the adopted form to the appropriate Assistant Superintendent or his/her designee no later than ten working days after the response was received at the Step One level. The Assistant Superintendent or his/her designee shall submit his/her written response to the Step Two grievance no later than ten working days following the Step Two meeting.
4. Formal Step Three: If the grievant is not satisfied with the disposition of the grievance in Step Two, s/he may schedule a meeting to submit the grievance on the adopted form to the Superintendent or his/her designee no later than ten working days after the written response was received in Step Two. The Superintendent or his/her designee shall submit a written response no later than ten working days after the Step Three meeting. Should the response be a rejection of the grievance, the Superintendent or his/her designee will summarize his/her reasons for so ruling.
5. Step Four (optional): Should the parties mutually agree, the next step in the processing of a grievance will be through the inclusion of an impartial mediator. The decision to undertake this option must be made by the grievant within 15 working days from receipt of the Step Three written decision. The mediator will be chosen through mutual agreement of the parties. There will not be a binding decision on the parties except by mutual agreement. Alternate solutions which are recommended at this level may not be utilized at an arbitration proceeding by either party.
6. Step Five: If the grievant is not satisfied with the disposition of the grievance in Step Three or Four, s/he may submit it to the American Arbitration Association (AAA) pursuant to the Voluntary Labor Arbitration Rules for a binding decision. Any submission hereunder shall be made no later than 15 working days after the receipt of the decision in Step Three or Four.

C. Rules

1. A party to a grievance proceeding shall have the right to representation of his/her choice at any step of the informal and formal proceedings. The grievant shall not be required to discuss any grievance if the grievant's representative is not present. A teacher may avail him/herself of the grievance procedure in person or by counsel and have such grievance adjusted without intervention of the Union provided that:
   a. the adjustment is not inconsistent with the terms of this Agreement, and
   b. the Union has been given reasonable opportunity to be present at any meeting called for in the resolution of such grievance.

2. At any step of the grievance procedure, the time limits may be extended by mutual agreement of the parties to the grievance. Absences from duty, not to exceed ten working days, for legally prescribed reasons shall automatically extend the time limits equal to the number of days of such absence.

3. Except in cases that constitute dangerous and hazardous conditions, directives from administrators shall be complied with pending resolution of any dispute.

4. If a dispute exists concerning the arbitrability of an issue referred to arbitration, the issue of arbitrability shall be the first issue before the arbitrator and no other matter will be considered by the arbitrator until s/he has issued his/her findings on the question of arbitrability.

5. The arbitrator shall have no power to add to, subtract from, modify, or alter the terms of this Agreement, nor shall the arbitrator have the power to arbitrate any matter excluded from arbitration expressly or by implication. The arbitrator is not to proceed in contravention of the limitations upon his/her powers as expressed in Section C-4 hereof.

6. Neither the Board nor the Union will be permitted to assert before the arbitrator any grounds or evidence which has not previously been disclosed to the other party except where a party was unable to produce said grounds or evidence prior to Step Five. Such grounds and evidence shall be disclosed to the other party between Step Three and the arbitration hearing. The admissibility of such evidence shall be decided by the arbitrator prior to the grievance hearing.

7. Any discussions or proposals which occurred either between the parties or one or both of the parties and the mediator at Step Four, if elected are not to be considered relevant or to be heard by the arbitrator should the grievance proceed to Step Five.

8. Any relief granted prior to Step Three requiring the expenditure of Board funds which is not in accordance with Florida Statutes, DOE regulations, or Board Rules shall be void at that level but may be carried to Step Four or Step Five if appropriate. Any relief granted prior to Step Three shall not be deemed to establish past practice, custom, precedent, or usage as to any other circumstances or occurrences without the express approval of the Superintendent.

9. The parties shall share the costs of transcripts if so desired by the parties.

10. The Informal Step and Steps One and Two of the grievance procedure may be bypassed by mutual agreement of the grievant and the Superintendent. The grievance shall then be brought directly to Step Three.

INSTRUCTIONAL
11. The parties will cooperate in the investigation of any grievance and will, except as limited in Article XVII, Section A (Personnel Records), furnish each other such requested information for the processing of any grievance provided the information is not legally restricted or work product related to the grievance or contract negotiations as contained in Article IV, Section A (Union Rights, Privileges and Obligations, Employer Information).

12. No reprisals or recriminations of any kind shall be taken by the Board, Administration or Union against any teacher because of his/her participation or non-participation in the procedures set forth in this Article.

13. Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator and the American Arbitration Association (AAA) will be divided equally between the parties.

14. Election of Forum (Non-Duplication of Remedies): The commencing of legal proceedings against the Board in a court of law or equity or before the Public Employee Relations Commission or any other administrative agency by a teacher, teachers, or the Union for an alleged violation or violations of the expressed terms of this Agreement shall be deemed a waiver by said teacher, teachers, or the Union of its/their right to resort to the grievance and arbitration procedure contained in this Agreement for resolution of the alleged violation or violations of the express terms of this Agreement.

15. Grievances and answers thereto submitted pursuant to this grievance procedure shall not be placed in a teacher’s permanent personnel files.

16. Grievances that are resolved by remedies not outlined on the grievance form must be put in the form of a Memorandum of Understanding and must be signed by the grievant or his/her representative and the Superintendent or his/her designee.

17. Should management fail to respond to a grievance at any step in the process in a timely fashion, the grievance will be considered to be automatically advanced to the next step of the grievance and arbitration process as described herein. Should the Union or grievant fail to advance a grievance in a timely fashion, the grievance will be denied. (Such denial will not establish past practice on the matter at hand.)

18. The Union will be considered to be a party with standing in any grievance.

ARTICLE XXIV - PARTICIPATORY MANAGEMENT

A. Organizational Structures

1. School Site Management

a. Each school cost center shall determine the organization and structure of its decision making team, consistent with the requirements of Statute and the provisions of this Agreement. Schools which, as of the date of implementation of this Agreement were organized and approved as Shared Decision Making/School Based Management sites will continue in that status unless modified under the provisions for annual review contained herein. Schools not approved for Shared Decision Making/School Based Management as of the implementation date of this Agreement will proceed as follows:

(1). The principal and Union chief building representative will provide an opportunity for staff, parents and students (high school level) to understand the provisions for governance in a Shared Decision Making/School Based Management school. Thereafter, the principal and Union chief building representative will cause an election to be held in which the school community members can choose to utilize a Shared Decision Making/School Based Management form of governance or an alternative form of governance to be determined. A two-thirds or more vote of the eligible voters (administrators, instructors, classified staff, elected parent leadership [i.e., PTO/PTA] and student leadership at the high school level) at the applicable
centers is necessary for a school to begin developing a proposed Shared Decision Making/School Based Management plan of governance. Such a plan must also be approved by a two-thirds or more majority vote of the same constituents in order to be presented to the Restructuring Advisory Council (C this article) for approval.

(2). If the vote in (1) above fails to indicate a preference by a two-thirds vote or higher for Shared Decision Making/School Based Management, the principal and Union chief building representative will convene a committee representative of the constituency of that school to design an alternate structure for Site Based Governance. Such a plan for Site Based Governance will include but not be limited to (a) the scope of the governance and decision making of the alternate structure, (b) the process for providing input to the work of the alternate structure, (c) the process for selecting the leadership of the alternate structure and the length of term for said leadership, (d) the components for goal setting, ongoing training and evaluation, (e) the procedures for amending the alternate governance plan, (f) provision for an annual review and self-evaluation of the effectiveness of the structure, and (g) provision that representatives of administration, certified and classified staff, parents, and students (high school) serving in such an alternate structure will be elected by peers by secret ballot.

(3). The Alternate Governance Structure developed under (2) above shall be implemented only after a two-thirds or higher majority vote of the constituency identified in (1) above.

b. Under the provisions of either Shared Decision Making/School Based Management or an Alternative Governance Structure, the following shall apply:

(1). Each site organizational plan shall include the: (a) scope of planning and decision making, (b) process for providing input to the SDMT/Alternate Governance Structure, (c) process for selecting chairperson(s) by the representative group, length of term, and the role of chairperson once the organizational plan has been accepted by the Restructuring Advisory Council (RAC), (d) components for goal setting, ongoing training and evaluation, (e) procedures for amending the plan, (f) annual review and evaluation.

(2). All site meetings shall be announced 48 hours (two working days) in advance and shall be open to members of the school's/site's community. The minutes of all school/site council meetings shall be posted and distributed in a timely fashion. Emergency meetings, as verified by a majority vote of the membership of the team or governance structure, may be called without 48 hours notice, as needed.

(3). Consensus shall be the process for decision making at the SDM sites, and may be used in the alternate governance structure. In the absence of such a provision for the use of consensus at non-SDM sites, Robert's Rules of Order shall prevail.

B. Scope of Responsibilities

1. Non-School/Site Responsibilities (Not subject to participatory management at the sites.)

   collective bargaining (e.g. teacher evaluation, teacher discipline, layoff and recall, compensation, involuntary transfers, grievance procedures, teacher insurance, etc.)

   Employee Assistance Program

   local, state, and federal law

   recruitment

   state testing

   scheduling the student day

   all other items not specifically listed in 2 or 3 below
2. Central Responsibilities (available for an advisory role through participatory management at the sites.)
   Board policy
   capital improvement
   central budget
   central purchasing
   comprehensive district wide planning
   district wide curriculum (e.g. AIDS ed.)
   data processing
   ESE program definition
   facilities
   food services
   maintenance
   personnel selection for district employment
   assignment of site administrators
   research and evaluation
   district staff development
   state adopted materials
   transportation
   utilities

3. School/Site Responsibilities (Decision making role available through participatory management at the sites.)
   curriculum/content
   educational supplies and materials
   ESE education implementation
   extracurricular activities
   instruction
   site budget
   staff development
   site personnel selection (input on the assignment of district personnel to site, except where specified elsewhere in this agreement)
   strategic planning

C. Restructuring Advisory Council (RAC)

1. The RAC will serve in the advisory role in the school district on policy matters that come before the Board and the SC/TA regarding Participatory Management.

2. The RAC will be comprised of the following: the chairpersons of each site team and appointed SAC and parent representatives (designated by the SC/TA president and the Superintendent of schools).

3. The Restructuring Advisory Council (RAC) shall review each school’s/site’s decision making process for the purpose of formative feedback and guidance. This process will include:
   a. an annual review of each school’s/site’s organizational plan,
   b. an annual survey of district staff and community involved in the process to determine the effectiveness of Participatory Management,
   c. visitation to Participatory Management meetings at the various schools/sites,
   d. annual survey of schools/sites to gather data for measuring the long term effects of Participatory Management in Sarasota County,
4. The RAC is charged with the responsibility of the county wide implementation of the decision making principles reflected in this section of the agreement. In doing so, the RAC shall

a. set and publish a schedule and location of its meetings,

b. arrive at all decisions utilizing a consensus approach,

c. reach binding decisions only when a quorum is present (50% + one individual will constitute a quorum),

d. disseminate minutes county wide,

e. assist in forming and facilitating effective planning at the school site level,

f. formulate a yearly improvement plan with clear duties, tangible goals and assessment for the RAC,

g. publish agenda at least two working days prior to RAC meetings,

h. review Participatory Management plans for compliance with Board Rules and State Statute,

i. enable the RAC to provide for the following tasks:

   (1). communicate Participatory Management issues and concerns to the district administration and the SC/TA,

   (2). be a resource housing materials and literature on Participatory Management,

   (3). be a contact for Participatory Management consultants and resource persons, inside and outside the district, and

   (4). produce a newsletter on Participatory Management for the district; and

j. resolve problems or concerns regarding Shared Decision Making.

D. SDM Support Systems

1. Responsibilities of the School Board

a. Provide technical assistance and support to site teams, by providing workshops, institutes, and other forms of education, training and support to individual site teams. Each school team will be offered training each year following the initial year of operation.

b. Implement appropriate activities that facilitate Participatory Management while maintaining consistency with this Agreement, School Board Rules, and State and Federal law.

c. Provide site teams access to information necessary for good school management in the areas of personnel, budget, management information systems, purchasing, and accounting.

d. Support the timely processing of requests for funding and other resources which are germane to the operation of the schools.

e. Provide for training of the site teams in team building, consensus decision making, school/site budgeting and personnel selection procedures. It is expected that this level of training constitutes the minimum required for effective site based decisions.
f. Provide for facilitating a working relationship between site teams, the Superintendent, and central office staff, in order to advance the work of Participatory Management and help teams focus on issues that benefit students.

g. Expressly share designated decision making authority with the site teams as outlined in Section B of this Article.

2. Responsibilities of the SC/TA

a. Provide technical assistance and support to Decision Making Teams.

b. Encourage Participatory Management through its leadership, training activities, and publications.

c. Provide for facilitating a positive working relationship between site teams, the Superintendent, and the central office staff, in order to advance the work of the teams and help them focus on issues that benefit students.

E. Waiver Process

1. Waivers must be educationally driven and have a discernible impact on the educational program/process at the work site. Waivers will not be granted on mandatory subjects of bargaining. Waivers will not be precedent setting on the parties and may not be used by either party as an example of establishing a past labor practice. In addition, waivers will be binding only at the work site for which they were approved.

   Waivers may be requested in the following manner:

2. Waivers of County School Board Rules must be approved by the School Board, waivers of State Statutes and Rules must be approved by both the School Board and the Commissioner of Education and waivers of the contract must be approved by the SC/TA and the School Board.

3. Waivers must be submitted for review and routing to the Restructuring Advisory Council, the Division of Instructional Services, and in the case of contract waivers, to the staff of the SC/TA. (At this point it may be necessary for either of these groups to ask for clarification, or render some technical assistance to the requesting site team before the waiver is sent on for approval.) Upon completion of the review process, the waiver request will be forwarded to the School Board and, as appropriate, the SC/TA for approval.

4. Waivers must be accepted by a three-fourths majority vote of the faculty, staff, elected parent leadership and student leadership where appropriate (high school). The vote shall be by secret ballot through a process approved by the SDMT, or in non-SDM schools the alternative governance structure. The vote must be certified by the principal and the SDMT Chairperson, or in non-SDM schools the principal and alternative governance structure chairperson.

5. Waivers must be submitted on the forms provided herein.

6. Waivers will be responded to and routed to the approving agency within ten working days.

F. Re-openers

1. This article is subject to annual review.
ARTICLE XXVII DISCIPLINARY ACTIONS

A.

1. This article covers actions involving oral or written warnings, written reprimands, suspensions, demotions, dismissals, or reductions in grade or pay with prejudice.

2. Disciplinary action may not be taken against a teacher except for just cause, and this must be substantiated by sufficient evidence which supports the recommended disciplinary action.

3. All facts pertaining to a disciplinary action shall be developed as promptly as possible. Actions under this Article shall be promptly initiated after all the facts have been made known to the official responsible for taking the actions.

B. Disciplinary action shall be governed by applicable statutes.

C. A teacher against whom disciplinary action is to be taken may appeal the proposed action through the grievance procedure.

D. A teacher against whom action is to be taken under this Article shall have the right to review all of the information relied upon to support the proposed action and shall be given a copy upon request.

E. The Union shall be provided with a copy of all correspondence that is related to the action of the teacher the Union is representing.

F. The teacher and his/her representative shall be afforded a reasonable amount of time to prepare and present appropriate responses to the proposed actions under this Article, through Step One of the Grievance Process. This amount of time is to be mutually agreed upon by the parties.

G. Administrative involuntary reassignments to other schools, retraining, recertification, and remedial training shall not be considered disciplinary actions and shall not be used as a substitute thereof.

H. Previous charges or actions that have been brought forth by the administration may be cited against the teacher if these previous acts are reasonably related to the existing charge. All previous charges or actions must have been shared with the teacher.

1. The discipline, dismissal, demotion, and suspension of any teacher shall be for just cause.

2. Where just cause warrants such action(s), a teacher may be demoted, suspended, or dismissed upon recommendation of the immediate supervisor to the Superintendent of Schools. Except in cases that constitute a real immediate danger to the district or other flagrant violation, progressive discipline shall be administered as follows:

   a. Verbal reprimand. (Written notation placed in site file.)
   b. Written reprimand filed in Personnel and site files.
   c. Suspension with or without pay.
   d. Dismissal.

J. Notations for the record of verbal or oral reprimands at the school site level may be removed and/or destroyed after a period of two years.

K. Letters of reprimand may be removed with Board approval from a teacher's official personnel file after a period of two years.
L. During the pendency of an investigation into an allegation of wrongdoing on the part of a teacher, the teacher may be temporarily reassigned only if the charges, if proven to be true, could lead to the teacher’s termination or suspension or if the teacher’s conduct poses a threat to any individual’s safety.

M. A teacher who fails to return to duty for each of the first three work days of new school year and who fails to notify his or her principal of his or her intentions will be considered to have abandoned his or her job and may be terminated.

ARTICLE XXVI - TERMINAL PAY FOR ACCUMULATED SICK LEAVE

A. The Board will provide terminal pay to a teacher at early or normal retirement or to his/her beneficiary if service is terminated by death. Such terminal pay shall be an amount determined by the daily rate of pay of the teacher at retirement or death multiplied by those percentages as outlined in Florida Statutes, and up to 100% of the teacher’s accumulated leave days (as specified elsewhere in this Agreement). The teacher must leave the employment of the school board directly into the Florida Retirement system in either early or normal retirement status.

ARTICLE XXVII - LOCAL RELATIONSHIPS

A. Upon request of either party at the local level, representatives of the Union and the Employer shall meet at a mutually agreeable time and discuss, exchange views, and attempt to arrive at a joint resolution of problems regarding personnel policies and practices and other matters affecting working conditions of a purely local nature which are not covered by this Agreement. However, no changes to personnel policies and procedures affecting working conditions shall be unilaterally implemented unless negotiated accordingly.

B. Disputes between the parties at the school level may be referred for resolution to the local level of the Union and of the Employer.

ARTICLE XXVIII - SALARIES

A. Salary Schedule

The salary of each teacher covered by this Agreement is set forth in Appendix A, which is attached hereto and made a part hereof.

B. The 2003-2004 school year salary agreement is as follows:

1. Effective July 1, 2003, all teachers will receive an across-the-board increase of 4.25% (four and one quarter percent) for the 2003-2004 school year. This increase will be added to the respective salary schedules. This increase will not apply to earnings from the 2003 summer school program.

2. New salary and longevity schedules are included as part of this Agreement and appear in Appendix A, contained herein.

3. If a millage referendum is not passed by the voters of Sarasota County on or before June 29, 2006, all salary schedules will be automatically reduced by 4.25% as of the close of business on June 30, 2006.
C. Longevity Schedules

The longevity schedules contained herein will appear on the salary schedules. Those payments will apply toward retirement credit with the Florida Retirement System.

D. Method of Payment

This language is subject to re-negotiation should the school calendar change and the first teacher work date occur after August 7th of any given year.

1. Number of Payments

Each teacher will be paid in 24 installments.

2. Pay Days

196-day and 220-day teachers: Pay days shall be the fifteenth and last working day of each month.

12-month teachers will be paid semi-monthly.

3. Exceptions

When a payday falls on or during a school holiday, regularly scheduled vacation or weekend, teachers shall receive their paychecks on the last previous working day.

4. Final Pay

Each 196 day teacher will receive his/her twentieth, twenty-first, and twenty-second installments on the last working day of the school year. Should the last teacher workday occur before May 31st in any given year, teachers will receive their twenty-first and twenty-second installments on May 31st. The twenty-third and twenty-fourth installments shall be mailed to his/her summer address no later than June 15th.

Each 220-day teacher will receive his/her twenty-first and twenty-second checks by June 15th and twenty-third and twenty-fourth by June 30th.

5. Withholding of Pay

Payment of salaries for work days completed shall not be withheld for punitive reasons. The principal or other authorized person may withhold the final check if the teacher has missed workdays represented in that check and subsequent to the preparation and delivery of the check to the principal. A corrected check shall be delivered to the teacher as provided in section 6 below. Withholding of checks for failure to submit health examinations, chest x-ray or tuberculin patch test, or to provide the Office of Human Resources with the date of appointment for examination is not considered punitive.

6. Payroll Errors

Necessary corrections of payroll checks shall be made within five days of notification.

E. Supplements

1. All supplements will be paid in accordance with the Supplement Salary Schedule (Appendix A) of this Agreement.

2. Any new supplement must be approved by the Board prior to any payment.
ARTICLE XXIX - EMPLOYEE ASSISTANCE PROGRAM

A. The Union and School Board shall develop an Employee Assistance Program which shall guarantee the anonymity of the teacher. The provisions of this program will also apply to all School Board retirees.

B. This program shall include but not be limited to counseling for the following:

1. Drug Abuse
2. Alcohol Abuse
3. Family Counseling
4. Financial Counseling
5. Psychological Difficulties

ARTICLE XXX - EFFECT OF AGREEMENT

A. Any provision of this Agreement shall be determined as a valid exception to and shall supersede any existing Sarasota School Board rules, regulations, orders, or practices which are contrary to or inconsistent with the terms of this Agreement.

B. An individual contract which is executed during the term of this Agreement between the Board and a teacher shall be made expressly subject to the terms of this Agreement. An individual contract which is executed during an interim period between this and subsequent agreements between the Board and a teacher shall contain a clause providing that after execution of this Agreement, said individual contract shall be brought into conformity with the terms of that Agreement.

C. The terms and conditions of this Agreement will remain in full force and effect until such time as a successor Agreement is ratified by the parties.

D. The parties reserve the right to enter into Memoranda of Understanding for the purposes of clarifying and/or interpreting any contract language contained herein, to resolve grievances, or to establish any other term or condition of employment not expressly covered by this Agreement. Any Memorandum of Understanding entered into by the parties during the term of this Agreement clarifying and/or interpreting contract language or resolving a grievance will continue in full force and effect unless altered in a subsequent collective bargaining agreement, or unless a sunset date is agreed to as part of the original Memorandum of Understanding. Conversely, any Memorandum of Understanding establishing any term or condition of employment not covered by this Agreement will be considered null and void at the end of the contract unless expressly extended by the parties. Such Memoranda of Understanding for these purposes will not require ratification by the parties unless those terms are incorporated into a subsequent Agreement.

ARTICLE XXXI - BENEFITS

A. Health Insurance

1. Preferred Provider Plan - The School Board will provide a Preferred Provider health insurance plan to each teacher at no cost with the following minimum specifications:

   a. Lifetime Maximum of $5,00,000
2. HMO Plan - The School Board will provide an HMO health insurance plan as an option to teachers who do not wish to participate in the PPO plan. The lifetime maximum coverage for the HMO plan will be unlimited. The HMO will be offered to all teachers at no cost with the following minimum specifications:
   a. Lifetime Maximum - Unlimited
   b. Primary Care/Specialist Office Visit - $10
   c. Inpatient Hospital - $100/Admission
   d. Emergency Room Visit - $50
   e. Out of Pocket Maximum - $1,500 per individual
   f. Yearly Physical Examination (subject to $10 co-payment)

3. The School Board will provide spouse, dependent, and family health insurance options for both the PPO plan and the HMO plan at the teacher’s expense. The Board will offer an alternative family health insurance option at the teacher’s expense, that will provide for lower benefits and premium levels. Should a teacher elect this option for his or her family, he or she must elect this option for his or her coverage.

4. Teachers who have elected to waive their right to medical insurance by signing a School Board affidavit of insurance coverage form prior to September 1, 2000, will be allowed to maintain that election. New teachers hired between September 1, 2000, and October 17, 2000, will be afforded the opportunity to decline insurance coverage. If such an election has been made, the School Board will contribute the sum of $254.06 per month to the teacher’s existing 401(k) account until such time as the teacher voluntarily rescinds the waiver of insurance or leaves the employ of the School Board. Once a teacher’s election to waive his or her right to medical insurance has been rescinded for any reason, that teacher may not elect to waive medical insurance pursuant to this paragraph again in the future. All teachers other than those who have elected to waive their right to medical insurance prior to September 1, 2000, will be enrolled in the School Board health insurance plan and not be allowed to elect a waiver of health insurance.

B. Worker’s Compensation - The School Board will provide Worker’s Compensation insurance for all teachers as outlined in State Statutes.

C. Cafeteria Plan - The School Board will provide to each teacher at no cost the following benefits:
   1. Life Insurance - $50,000 for each teacher
   2. Disability Insurance - 60% of salary after a 90 day elimination period, maximum of $4,000 per month
   3. Dental Plan - Panel plan for teacher
   4. Vision Plan - for teacher
D. Optional Cafeteria Plan - The School Board will provide the following cafeteria options which each teacher may pay for if they choose any individual option:

1. Dental Plan - Panel plan for dependents, and indemnity plan for teacher and dependents.
2. Vision Plan - dependents
3. 401 (k) Plan
4. Medical Reimbursement Account - teacher and family

E. Reopeners

Either party may reopen negotiations if costs exceed present School Board contributions for supplemental core benefits (Section C, above).

F. Retirement

The Employer shall provide a retirement plan or plans as established by Florida Statutes.

G. Sick Leave

Sick leave shall be cumulative and subject to Florida Statutes. A teacher shall upon retirement be reimbursed for any unused sick leave as outlined in Article XXVI.

H. Medicare/Medicaid Supplements

The School Board will provide a group Medicare/Medicaid Supplemental plan for all retirees. Participation in this plan will be voluntary on the retiree’s part. Retirees will pay all premium costs of the plan directly to the insurer.

I. 401A Plan

The School Board will provide the 401A plan described in Appendix I of this Agreement to enable employees to shelter accumulated sick and/or vacation days in a pre-tax fashion upon retirement. All retiring employees with at least $2,500 value of accumulated sick and/or vacation time will participate in this plan.

ARTICLE XXXII - KIDS UNDER THE WEATHER

A. The School Board shall provide the services of the “Kids Under The Weather” program currently in existence at Sarasota Memorial Hospital and the “Sniffles and Such” program currently in existence at Venice Hospital or another program mutually agreeable to the parties.

B. This service to teachers is only in effect during workdays of the teacher. Weekends, holidays, winter recess, absences, or summer vacation periods are not covered unless the teacher is in a work status during these periods.

C. The Board shall only provide this service for the period from one hour before to one hour after the teacher’s duty day. The teacher must bear the costs associated with picking up his/her child later than five o’clock PM.

D. Teachers shall only utilize this service on days in which they report to duty.

E. Failure to comply with Sections C or D twice during a semester (1/2 year) will result in loss of this benefit for the following semester (1/2 year).
ARTICLE XXXIII - TOBACCO POLICY

A. The use of tobacco products is prohibited in school buses and in any portion of any building owned by, or leased to, the School Board.

B. Each cost center head shall establish an area on the cost center's campus to be the designated area of the use of tobacco products. This designated area may not be contained within any building owned by, or leased to, the School Board and may not be located in any area which is normally in view of students or the public.

C. Notwithstanding Paragraph B of this Article, a cost center may declare their grounds as tobacco free in accordance with those procedures outlined in Article XXIV, Section E, of this Agreement.

ARTICLE XXXIV - DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2003, and shall continue in effect until June 30, 2006. This Agreement may be extended only in writing.

B. This Agreement may not be assigned by either party.

C. This Agreement is subject to salary and benefit reopeners for the 2004-2005 and 2005-2006 school years.

D. Contract language can only be reopened for negotiation if mutually agreed to by the parties.

E. IN CONSIDERATION OF THE MUTUAL COVENANTS THIS AGREEMENT IS MADE AND ENTERED INTO THIS THIRD DAY OF JUNE 2003, BY AND BETWEEN THE SARASOTA CLASSIFIED/TEACHERS ASSOCIATION AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA.

Pat Gardner
President, Sarasota Classified/Teachers Association, Inc.

Frank Kovach
Chairperson of the School Board of Sarasota County, Florida

Barry J. Dubin
Executive Director, Sarasota Classified/Teachers Association, Inc.

Wilma Hamilton
Superintendent of Schools
ARTICLE XXXV - DEFERRED RETIREMENT OPTION PROGRAM (DROP)

A. Optional Participation

A teacher’s participation in the DROP is optional on the teacher’s part.

B. Employment Status

Teachers who have elected to participate in DROP will be considered active teachers of the Board while awaiting separation. They will accrue all salaries and benefits consistent with other active teachers.

C. Separation Date

An eligible teacher may select a retirement date as provided by state law. A retirement date, once established, may be changed in accordance with state law, but in no circumstances may a teacher withdraw from the DROP program once an initial retirement date is set.

D. Vacation Day Accruals

Any accrued vacation days (up to the cap of 60 days) will be paid at the time the Board approves the teacher’s DROP application. Hours in excess of the 60 day cap will remain in the teacher’s accrual. There will be no second payoff of vacation days when the teacher subsequently separates from service with the Board. S/he may use any such accrued days for vacation purposes.

E. Sick Leave Accruals

An employee participating in DROP will have a percentage of his/her accumulated sick leave pay balance deposited into their account each year of DROP:

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<td>5</td>
<td>100% of balance of terminal sick leave</td>
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Employees terminating prior to the fifth year of DROP will have 100% of their remaining eligible sick leave balance paid into the Plan, subject to contribution limits. Any excess amount will be paid to the participant, subject to all applicable taxes.
# APPENDIX A - SALARY SCHEDULES

## INSTRUCTIONAL SALARY SCHEDULE

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Instructional Longevity

<table>
<thead>
<tr>
<th>YEARS OF SARASOTA COUNTY SCHOOL BOARD SERVICE</th>
<th>PERCENTAGE OF BASE</th>
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</thead>
<tbody>
<tr>
<td>10 TO 12 YEARS</td>
<td>3%</td>
</tr>
<tr>
<td>13 TO 15 YEARS</td>
<td>6%</td>
</tr>
<tr>
<td>16 TO 18 YEARS</td>
<td>9%</td>
</tr>
<tr>
<td>19 TO 21 YEARS</td>
<td>12%</td>
</tr>
<tr>
<td>22 TO 24 YEARS</td>
<td>15%</td>
</tr>
<tr>
<td>25 TO 27 YEARS</td>
<td>18%</td>
</tr>
<tr>
<td>28+ YEARS</td>
<td>21%</td>
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</table>

Longevity is computed by multiplying that percentage shown above by the Step 1 amount in any given salary lane.
IMPLEMENTATION:

1. Credit for experience will be granted as follows:

   a. For newly hired teachers (i.e., those not previously employed by the Board at any time prior to June 30, 2003), one step will be granted for each full year of full time teaching experience in any public school for which he or she received a satisfactory performance evaluation. The employee’s initial step placement will then be one step above that determined herein. Teachers designated as “experts-in-field” will be placed on Step One of the Bachelor’s lane.

   b. If a teacher is employed by the Board at any time prior to June 30, 2003, separates from service with the Board and is subsequently re-employed by the Board, he or she will return to the step from which he or she left the 30-step schedule or, for those who separated from service while still on the 15-step salary schedule, the step on the 30-step salary schedule to which the teacher would have been converted had he or she been employed on June 30, 2003. Additionally, the teacher will receive credit for any full time public school teaching experience for which he or she received a satisfactory performance evaluation that he or she might have accrued in the period between when he or she left service of the Sarasota District Schools and his or her rehire. Prior service time will apply to the determining of the appropriate longevity bonus.

   c. Full time service for one day more than one-half of the contractual period may be counted as a year of service. Part years may not be combined to achieve a full year. Any teacher who works one-half time or more and who works for more than one day more than half a year will receive salary credit for the respective year of service. Time spent as a graduate assistant or intern may not be considered for salary purposes.

2. Credit also will be granted for:

   a. Credit hours necessary to meet requirements of a planned program leading toward an advanced degree.

   b. Additional courses which will increase the teacher’s professional effectiveness.

3. Credit for teaching experience will be granted for military service during a national emergency providing that military service was an interruption of teaching duties. Teaching experience in military service will be considered in the same way as other teaching experience outside Sarasota County.

4. Salary credit may be granted to newly hired ROTC teachers over and above the Step 3 cap specified in Number 1, above. Such advanced credit may be granted only as is necessary to bring the ROTC teacher to the federally mandated minimum salary level.

5. The increase for a teacher may be withheld above step six by official action of the School Board of Sarasota County in a regular meeting or a special meeting, based upon the recommendation of the Superintendent that the teacher’s service has been less than satisfactory for the previous year. Such a recommendation shall be based upon the criteria and procedures defined in the official Board rules on the evaluation of instruction.

6. The following job classifications or job titles will receive a supplement of 14.3% above the appropriate teacher’s daily rate of pay due to a lengthened normal duty day and an increased responsibility level. The duration of work year figures shown below represents the normal work year for each position (except those employees covered by a prior contractual obligation).

   School Psychologist (11 month position)
   School Social Worker (11 month position)
   Program Specialist (11 month position)

The following job classifications or job titles will receive a supplement of 7.1% above the appropriate teacher’s daily rate of pay due to a lengthened normal duty day and an increased responsibility level. The duration of
work year figures shown below represents the normal work year for each position.

Teacher Trainer (11 month position)
Elementary or Middle School Lead Teacher (10 month position)
Consultant (10 month position)

All of the above supplemented activities with the exception of the school psychologist and school social worker job classifications and those program specialists appointed to their positions prior to June 30, 1995, will be considered temporary in nature. Any position vacancies in an above listed supplemented activity (with the exception of Lead Teachers) must be posted county wide, in a manner consistent with other position vacancies (as specified in Article XIII). All qualified applicants will be interviewed for the position vacancies. The supplements for each of these positions will be for one year’s duration and be renewable thereafter. The employee will be told of his/her status for the coming school year, no less than four weeks prior to the last work day of the prior school year. Teachers must have completed at least three years of service with the Board to be qualified for a lead teacher position. An employee (other than a school psychologist or school social worker) will accrue no property right to, or expectation of, continued employment in the supplemental activity. During the period in which the teacher is serving in this supplemental activity, s/he will continue to be considered a member of the staff of his/her former work site assigned to temporary duty elsewhere for placement purposes.

To determine a teacher or former specialist’s salary level for receiving one of the aforementioned responsibility supplements, each teacher or specialist’s former daily rate of pay will be computed. His/her daily rate of pay will then be converted to a new step on the Teacher’s Salary Schedule by using a Conversion Scale. This Conversion Scale will consist of the regular Teacher’s Salary Schedule with the appropriate 14.3% or 7.1% supplements added to each lane and step. Each teacher or specialist’s former daily rate of pay will be placed on the next highest rate of pay in the appropriate salary lane on the Conversion Scale. The teacher will then be moved one additional step above that rate of pay on the Conversion Scale. That will become the teacher’s new salary step on the regular Teacher’s Salary Schedule. To compute his/her new salary, add the appropriate 14.3% or 7.1% supplement to the teacher’s newly determined step on the Teacher’s Salary Schedule. Any teacher who fails to receive that supplement in a future year, will be replaced on the Teacher’s Salary Schedule in such a fashion as if s/he had remained in continuous employment in his/her former position. No existing teacher or specialist’s base salary will be decreased due to the implementation of these procedures.

7. Longevity Implementation

a. Longevity payments will be based upon total time of employment as an appointed employee (except as modified below) with the School Board of Sarasota County as a member of either the instructional or classified bargaining units. It will be the employee’s responsibility to apply for the recapture of prior service time in cases where service has been broken.

b. For purposes of determining the length of continuous service for longevity purposes, an employee must have worked in an active duty capacity, one day more than one half of a normal work year. Multiple partial years of service may not be combined. Active service is defined to include time on duty plus any time the employee is on any form of paid leave or worker’s compensation leave.

c. Longevity payments are calculated by multiplying the appropriate multiplier (found in Appendix A of the respective agreements) by the Step 1 amount of the employee’s present salary lane, including any appropriate position supplement. (This does not include lead teacher supplements.)

d. Each employee must have entered the appropriate longevity salary grouping by October 1 of any given school year in order to qualify for that grouping’s bonus payment. For example, for an employee to qualify for the 19 to 21 year grouping, s/he must have started his/her nineteenth year of service prior to October 1.

e. Less than full time employees during the year of the payment will receive the appropriate 0.6 longevity payment proration.
f. Longevity payments will be considered as salary for purposes of the Florida Retirement System.

g. Longevity payments will be made in December of each year.

h. Longevity payments will be taxed at the normal lump sum distribution level as required by the present IRS Code. Should the IRS rules change in the future, the Board agrees to tax this distribution in a fashion most favorable to the majority of bargaining unit employees.

i. Longevity payments will be based upon a normal work year (e.g., teachers and consultants, 196 days; psychologists, social workers, and teacher trainers, 220 days; grandfathered 240 day employees, 240 days, etc.). Summer school teaching service and extra duty days will not apply in that calculation.

j. Any employee must be in an active duty status (i.e., not on unpaid leave) as of December 1 of any given school year to be eligible to receive his/her longevity payment. Employees who separate from service from the Board prior to December 1 of any given school year, will not be eligible to receive that year’s longevity payment.

SUPPLEMENT SALARY SCHEDULE 2000-2003

Implementation: Activity and athletic supplements will be paid in accordance with the following procedures:

A. Formula

1. Athletic/VPA Supplement Index Formula

   The supplements that appear below were determined by applying a formula that was developed by a committee and was designed to utilize objective elements associated with all athletic and VPA supplements. The elements were:

   a. The number of weeks the supplement activity lasts.

   b. The percentage of students served in the supplement activity. This county-wide percentage (not per school) has a maximum of five per cent and a minimum of one and one-half per cent.

   c. The number of games, matches or performances during the supplement activity.

2. Following a consideration of the above noted factors, the following supplements were jointly agreed upon and remain in effect until specifically altered and ratified by the parties.

B. Head Coaches and VPA Directors Supplement Index

1. Athletic Supplements

<table>
<thead>
<tr>
<th>Sport</th>
<th>Supplement Index</th>
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</thead>
<tbody>
<tr>
<td>Athletic Dir.</td>
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</tr>
<tr>
<td>Trainer</td>
<td>0.131*</td>
</tr>
<tr>
<td>Football</td>
<td>0.133</td>
</tr>
<tr>
<td>Basketball</td>
<td>0.114</td>
</tr>
<tr>
<td>Base/Softball</td>
<td>0.108</td>
</tr>
<tr>
<td>Track</td>
<td>0.090</td>
</tr>
<tr>
<td>Tennis</td>
<td>0.078</td>
</tr>
<tr>
<td>Golf</td>
<td>0.078</td>
</tr>
<tr>
<td>Swimming</td>
<td>0.069*</td>
</tr>
<tr>
<td>Wrestling</td>
<td>0.073*</td>
</tr>
<tr>
<td>Weightlifting</td>
<td>0.057*</td>
</tr>
<tr>
<td>Cross Country</td>
<td>0.066*</td>
</tr>
</tbody>
</table>
Volleyball .................................................................................. 0.080
Soccer ...................................................................................... 0.084*
Cheerleading - Fall ................................................................. 0.059
Cheerleading - Winter/ Spring ................................................ 0.101

2. VPA Supplements

Musical D&T .......................................................... 0.086
Play D&T ................................................................. 0.071
Dance D&T ............................................................ 0.074

*This is the new supplement level. Teachers currently receiving this supplement will be grandfathered at the existing supplement level as long as they continuously receive that supplement.

C. Assistant Coaches / VPA Production Assistants Supplement Index

1. Assistant Coaches (Athletics)

Athletic Dir ................................................................. 0.104
Football .................................................................. 0.095
Basketball .............................................................. 0.090
Base/Softball .......................................................... 0.085
Track ...................................................................... 0.067*
Swimming ............................................................. 0.055*
Wrestling ............................................................... 0.058*
Weightlifting ............................................................ 0.044*
Volleyball ............................................................... 0.056
Soccer ................................................................. 0.068*
Cheerleading - Fall Season ........................................ 0.046*
Cheerleading - Winter/ Spring Season ....................... 0.079*

2. VPA Musical Assistants

Vocal Director .......................................................... 0.060
Musical Director ...................................................... 0.061*
Accompanist .......................................................... 0.069*
Costumer ............................................................... 0.060
Choreographer ....................................................... 0.060*

3. VPA Play Assistants

Costumer ............................................................... 0.050

4. VPA Dance Assistants

Assistant Choreographer ............................................. 0.052*
Costumer ............................................................... 0.052

*This is the new supplement level. Teachers currently receiving this supplement will be grandfathered at the existing supplement level as long as they continuously receive that supplement.

D. Full Year Supplements

1. All full year supplements were factored using the following objective elements:
   a. Percentage of students involved in a supplement activity.
b. The weekly hours required to fulfill a supplement.

c. The number of publications, performances, events, etc.

All partial year supplements will be factored on a pro-rated basis.

2. Dramatics is the only partial year supplement that has assistants. Dramatics also has two degrees of difficulty in the types of productions produced, the musical and the play. The index factors are as follows:

Musical .......................................................... 0.050
Play .............................................................. 0.040
Musical Assistant ........................................... 0.040
Play Assistant .............................................. 0.030

3. High School Full Year Supplements

Activity Coordinator ........................................ 0.080
Dramatics
  Musical .................................................. 0.050
  Play ....................................................... 0.040
Forensics ..................................................... 0.080
Newspaper ................................................... 0.080
Annual ....................................................... 0.080
Concert & Jazz .............................................. 0.040**
Marching .................................................... 0.110**
Chorus ....................................................... 0.080
Stage Band .................................................. 0.040
Orchestra .................................................... 0.040
Academic Olympics ....................................... 0.080
Special Olympics .......................................... 0.040
Equipment Manager ....................................... 0.080
Band Aux. (Pom Pom/Flags) .............................. 0.080
Business Manager (Athletics) .......................... 0.080
Other ......................................................... 0.080

*This is the new supplement level. Teachers currently receiving this supplement will be grandfathered at the existing supplement level as long as they continuously receive that supplement.

**This supplement will be paid retroactive to July 1, 2000 for any person who was in that position as of that date and who has remained in that position as of the date of ratification of this Agreement.

4. Department Chair Index is based on the existing formula with step increments added (.006 per teacher in his/her department, grade level, or team including him/herself).

E. Pre-Season Coaching Supplements

Head coaches and assistant coaches will be compensated on a daily basis for coaching days prior to the beginning of the regular school year. Head coaches will be paid $100.00 per day and assistant coaches will be paid $75.00 for each day of practice prior to the first regularly scheduled teacher duty day.

F. Middle School Head Coaches

Athletic Director ............................................ 0.096
Golf ............................................................ 0.053
Tennis ........................................................ 0.058
Basketball .................................................... 0.068*
Track .......................................................... 0.066*
G. Middle School Assistant Coaches

<table>
<thead>
<tr>
<th>Activity</th>
<th>Supplement Level</th>
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</thead>
<tbody>
<tr>
<td>Basketball</td>
<td>0.051*</td>
</tr>
<tr>
<td>Track</td>
<td>0.050*</td>
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</tbody>
</table>

*This is the new supplement level. Teachers currently receiving this supplement will be grandfathered at the existing supplement level as long as they continuously receive that supplement.

H. Full Year Supplements

<table>
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<tbody>
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<td>Annual</td>
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<tr>
<td>Newspaper</td>
<td>0.080</td>
</tr>
<tr>
<td>Band</td>
<td>0.060</td>
</tr>
<tr>
<td>Chorus</td>
<td>0.060</td>
</tr>
<tr>
<td>Orchestra</td>
<td>0.060</td>
</tr>
<tr>
<td>Jazz Band</td>
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</table>

I. Elementary School Full Year Supplements

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<th>Activity</th>
<th>Supplement Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety Patrol</td>
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<tr>
<td>three additional flexible supplements per school determined by SDM</td>
<td>0.080</td>
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</table>

The team leader’s index is based on the existing formula (.006 per teacher in his/her department, grade level, or team including him/herself) with step increments added. All appointed teachers at a given work site will be assigned to a team.

A. General Guidelines:

1. To be eligible for a supplement, faculty members, except for department chairpersons, must be scheduled for a regular class load. To find the amount of supplement, multiply the index of the supplement by the Bachelors column salary at the number of years of experience in a particular position or activity. Verification of experience will be required for anyone initially appointed after July 1, 1977. In coaching, an assistant coach moving to a head coaching position in another sport will start on Step One. A head coach who moves to an assistant coaching position in another sport will begin on Step One. An assistant coach moving to a head coaching position in the same sport will advance one step and will receive the head coaching index times the base of that step in the Bachelors column. For purposes of determining salary step, the athletic director’s position shall be considered in the same manner as the head coach. S/he will receive an increment one step above that which s/he received as a coach. Coaches will receive pay for all sports coached, but will receive only one head coaching salary.

2. Post-Season Contest Supplements: Any post season contests in which schools are eligible to participate at the district level shall be counted as part of the season’s schedule when determining the amount of supplement. If a season is extended beyond district competition, each coach will be paid ten percent of his/her regular supplement for each week the team advances beyond the district competition.

3. Department Chairpersons in high schools (in teams of three or more teacher units) shall be paid .006 of the Bachelors schedule for each teacher unit in his/her department, grade level, or team. The chairperson will count himself/herself as a teacher unit and anyone else who does most of his/her teaching in the department, grade level, or team. Team leaders must be designated as such by the principal. The number of teacher units in a department, grade level, or team will be determined as of September 15 and will remain the same throughout the year even though the number of teacher units may change. Department Heads for School Psychologists and Social Workers will be paid in accordance with the above guidelines except the
index shall be multiplied times Step One of the Teacher's salary schedule with the appropriate supplement added.

4. Peer teachers will receive a supplement of .02 for each beginning teacher on the 180 day program to whom they are assigned. Peer teachers will receive a supplement of .01 for each 90 day program beginning teacher to whom they are assigned.

5. Any exception to the supplement salary schedule, the allocation of coaching units, or implementation of such exceptions must be approved by the appropriate director and must comply with those terms and conditions specified herein.

6. Supplements will be rounded to the nearest dollar. All salaries paid by the Board are in full compensation for all duties assigned to teachers by the Superintendent unless additional compensation is expressly provided by the Board.
APPENDIX B - RULES FOR SABBATICAL LEAVE

1. Any teacher who has satisfactorily completed six years of full time teaching and/or administrative service in the Sarasota County School District may apply for sabbatical leave.

2. A sabbatical leave may be granted to permit a teacher to engage in study, travel study, and/or research.

3. A teacher who requests a sabbatical leave for study will be required to enroll as a full time student (full time student as determined by the institution attended) carrying a full load of academic work at an institution of higher education approved by the appropriate accrediting agency.

4. The application for sabbatical leave, including a plan for study and/or travel study, must be submitted to the Superintendent prior to February 1st for leaves beginning the following September and by October 1st for leaves beginning the second semester.

5. Applications for sabbatical leave will be screened by a committee of three members appointed by the Superintendent and three members appointed by the President of the Union. Criteria to be considered by the screening committee in reviewing applications for sabbatical leaves will include need, area, and plan of study and/or travel, seniority and past contributions to the school district. A teacher making application for his/her first sabbatical leave shall have preference over one who has previously had sabbatical leave. Upon the termination of sabbatical leave, a teacher shall not be entitled to consideration for another sabbatical until s/he has completed an additional six full years of service in the school district.

6. If more than the designated percentage apply (Article XXI, Section D), a list of alternates will be established. The alternates will be ranked according to their precedence previously established by the committee. Should any of the original choices decline his/her sabbatical leave, the first alternate shall be notified and considered. If necessary, this process shall continue through the list of alternate designates until all approved applications for that sabbatical period have been utilized.

7. From the entire group of applicants, the screening committee will make its recommendations to the Superintendent for presentation to the Board. If the Superintendent does not concur with a recommendation of the committee, the committee’s recommendations shall accompany the Superintendent’s recommendation to the Board. The committee shall have the right to present its views in person to the Board.

8. The final decision to grant any and all sabbatical leaves is to be made by the Board.

9. Applicants will be notified within 30 calendar days after the deadline as to the disposition of their applications. A teacher receiving permission to take sabbatical leave shall inform the Superintendent in writing of his/her intention to either accept or decline such leave. Such notification shall be given not later than 15 days after the applicant has been notified of approval of his/her request for leave.

10. The teacher who takes a sabbatical leave shall agree in writing to teach two years in the Sarasota County School District after returning from sabbatical leave, one year in the event of a half year leave. If s/he accepts another position or retires from teaching before this period has elapsed, s/he shall repay the Sarasota County School District, on a proportionate basis, the salary paid him/her while on leave. In the event of extenuating circumstances, the Board may, by special action, waive any obligation to refund compensation.

11. During the absence of a teacher on sabbatical leave, such teacher shall receive one-half his/her basic salary. In addition thereto, the Board shall pay the contribution to the appropriate teacher’s retirement system required of the person on leave computed on the basic salary of such person for the year on leave. The teacher’s insurance benefits provided by the Board will be paid by the Board while the teacher is on sabbatical leave.

12. Full time employment during the sabbatical leave by the recipient of the leave shall be prohibited. This does not, however, preclude the recipients’ accepting grants, fellowships or remuneration for part time work of any
13. In those instances when a guarantee cannot be made that the current position will be available, the Superintendent shall communicate in writing the reasons prior to the beginning of the leave. The teacher upon returning will be returned to his/her former position, if available, or, upon request by the teacher, to a mutually agreed upon position. Such teacher shall be advanced to the appropriate position on the salary schedule as if s/he had been in actual service in the Sarasota County School District during the period of sabbatical leave.

APPENDIX C - CONDITIONS AND PROCEDURES FOR SICK LEAVE BANK

A. Membership

A teacher, having been employed by the Board for at least one year and having at least ten days accrued sick leave as of date of application for membership, may enroll in the sick leave bank by voluntarily contributing a newly earned (eleventh) sick leave day to the bank prior to October 31, of any given school year. Each teacher may not contribute more than one sick leave day except as hereafter provided. Sick leave days donated to the bank by teachers will not be returned to teachers except as hereafter provided.

B. Duration and Replenishment

1. When the number of unused sick leave days in the bank is reduced to 30% of the number of members of the bank, the bank will be replenished in the following manner:
   a. During the two month period following the date when the bank reaches the 30% point, each member will have one day deducted from his/her personal sick leave account and deposited to the bank.
   b. A member who chooses to no longer participate in the bank shall notify the committee in writing of his/her withdrawal and will not be able to withdraw any sick leave already contributed to the bank.
   c. A member who chooses to continue participating in the bank will contribute one day of accrued sick leave to the bank.
   d. A member drawing from the bank or in the 20 day waiting period, as hereafter provided, at the time the bank reaches the 30% point, may choose to continue participating in the bank by contributing the next one day of accrued sick leave to the bank, regardless of whether or not it is earned within the two month period set forth in subsection B 1(a) above.

C. Administration

1. The sick leave bank will be administered by the Human Resources Office. Forms may be obtained by participating teachers from the Human Resources Office.

2. An overview committee will be formed to review the administration of the bank and determine eligibility as set forth in subsection D 2.

3. The committee will be composed of two voting representatives appointed by the Superintendent, two voting representatives appointed by the Union, and one ex officio representative appointed by the Superintendent. This person shall act as chairperson of the committee.

D. Benefits

1. In the event a member of the bank suffers a catastrophic illness, accident, or injury (i.e., one causing the member to be unable to work for a prolonged period of time for which they are not receiving Worker's Compensation benefits), the member shall receive paid leave from the bank in the following manner:
   a. All accumulated sick leave of the member must first be expended.
2. Each application for Sick Leave Bank benefits will be reviewed by the overview committee, which may challenge an application in the following manner:

a. Two or more voting representatives may challenge the medical certification of the applicant.

b. Upon challenge, the committee chairman will randomly choose a doctor from a standing panel appointed by the Board.

c. The panel doctor will examine the challenged applicant and review pertinent files and records.

d. If the panel doctor concurs with the medical certification of the applicant, the certification will stand and the applicant will receive the sick leave bank benefits.

e. If the panel doctor disagrees with the medical certification of the applicant, the two doctors will choose a third doctor of their choice.

f. The third doctor will examine the challenged applicant and review pertinent files and records.

g. If the third doctor concurs with the medical certification of the applicant, the certification will stand and the applicant will receive the sick leave bank benefits.

h. If the third doctor disagrees with the medical certification of the applicant, the application will be denied and the applicant will not receive the sick leave bank benefits.

i. Other than as set forth in this subsection (2.b), no challenges or grievances may be raised concerning the original medical certification and the decisions/opinions of the panel doctor and third doctor.

j. The cost of the medical certification will be borne by the member. The cost of the panel doctor and the third doctor will be borne by the Board. If at any time the costs of the panel and third doctors are becoming, in the opinion of the Board, too burdensome, the parties shall reopen the Agreement to negotiate this Section.
APPENDIX D - PERFORMANCE EVALUATION FORMS
SARASOTA COUNTY INDUCTION PROGRAM (SCIP) GUIDELINES

Induction: First Year of Employment in Sarasota County

Teacher Name: ________________________ Alternative Certification Teacher: YES NO (circle one)
School: _______________________________ Hire Date: ____________________________
Mentor Name: _________________________ 97th Day: ____________________________

The purpose of the Sarasota County Induction Program is to provide professional growth through mentorship. Conversations and interactions related to the following requirements are based on the new hire's level of need and experience. * Indicates mandatory requirements, regardless of years of experience.

REQUIREMENTS
- * Campus Tour and Staff Introduction
- * Essentials List
- * Weekly Meeting Journal (document formal or informal meetings)
- * Access and Explore SCIP Portal
- Procedures and Routines
- 7 Things Students Want to Know
- 5 Assignments for Success

- * Conferences: Administrator, Mentor and Teacher
  (Include Alternative Certification Liaison [ACT], if appropriate)
  - Fall Conference
  - End of Year Conference

- * Review TPAS Level 1: Lesson Plan Form
- * Sarasota County Curriculum Review
- Using Data to Drive Instruction
- * Collaborative Lesson
- * Video Lesson (Review taped together and discuss instructional practices)
  - Mentor's Classroom
  - Teacher's Classroom

- * Review Summative Form (Discuss meaning of indicators)
- Practice Summative
  - Pre-Conference
  - Observation
  - Feedback Guide

- * TPAS Products (see TPAS Products Checklist & Review Form)
- * Accomplished Practices Checklist

- Teacher Observes Mentor's Classroom
- Mentor Observes Teacher's Classroom as Requested
- Teacher and Mentor Visit Other Classrooms Together (substitutes paid for by Professional Development)

- ALTERNATIVE CERTIFICATION TEACHER REQUIREMENTS (ACT ONLY)
  - Performance Assessment
  - Action Plan
  - Support Team Meetings
  - Survival Saturdays

Mentor Job Requirements Fulfilled

Teacher Induction Requirements Fulfilled

Administrator Signature ______________________ Date ______________

Send form to Lori Verier or Cyd Quinn, Professional Development Department (Retain a copy for your records) 67
| TPAS  Level I and II – Professional Development Plan  
The School Board of Sarasota County  
Teacher Performance Appraisal System |
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Date for Follow up Meeting to Review Progress:</td>
</tr>
</tbody>
</table>

**School or Area Improvement Goal:**

- Please specify.

**Professional Growth Objective:**

- Must include clearly defined professional development objectives.

**Expected Student Outcomes:**

- Must include specific and measurable improvements in student performance expected to result from the professional development activity(ies).

**Professional Development Activity(ies):**

- May include workshops, study groups, action research, coaching, reading resources, classroom visits, self-study, activities related to the Sarasota County Curriculum, subject content or teaching methods, technology, assessments and data analysis, classroom management, school safety or other.

**Evaluation of Professional Development Plan:**

- Describe the student performance data to be used to demonstrate objective accomplishment. Must measure the extent to which each professional development activity accomplished student performance gains expected to result from the training activity(ies).

**Use of Parent Input to Assess Attainment of Objective:**

- Describe how parent input will be used to assess attainment of objective.

**Assistance and/or Resources Required:**

- 

**Collaborating Personnel:**

- Teacher's Signature: 
  Date: 
- Peer Teacher’s Signature: 
  Date: 
- Appraiser's Signature: 
  Date: 
- Other Educator or ISS Staff Mentor's Signature: 
  Date: 

**Distribution:**

- White-Administrator
- Yellow-Teacher

*The School Board of Sarasota County complies with State Statutes on Veteran’s Preference and Federal Statutes on non-discrimination on the basis of race, color, sex, religion, national origin, age, handicap, disabilities, or marital status.*
<table>
<thead>
<tr>
<th>Name:</th>
<th>School:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade/Subject:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

This form should be completed by the Teacher prior to the interview with the Administrator. The Lesson Plan does not have to be for a lesson that is to be observed.

1. State the Sarasota County or state Performance Standard(s) that will be taught in this lesson.

2. Briefly describe the unit this lesson supports.

3. Which unit objective(s) are taught during this lesson?

4. What prerequisite learning is required of students prior to this lesson?

5. How have you determined that students are ready for this objective(s)?
<table>
<thead>
<tr>
<th>TPAS</th>
<th>Level 1: Lesson Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>6. List the activities that you and your students will engage in during the lesson and indicate their sequence by numbering the activities in the order in which they will occur in the lesson.</td>
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<tr>
<td>7. Describe how you will determine students' understanding.</td>
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<tr>
<td>8. Describe the homework/practice assignment and the amount of time most students will spend completing the assignment.</td>
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<tr>
<td>9. List the teacher materials that you will use during the lesson (e.g. overhead, film, models, laboratory equipment, etc.)</td>
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<tr>
<td>10. Describe the modifications that will be made in the lesson for the exceptional students in your class. (i.e. modifications during delivery, for assignments, and assessment of mastery)</td>
<td></td>
</tr>
</tbody>
</table>

You may attach additional sheets as needed.

Appraiser's Signature | Date | Teacher's Signature | Date

Version 2.0

Distribution: Original - Administrator Copy - Teacher/Portfolio (1st year) Copy - Human Resources (1st year)
# Florida Performance Measurement System

## Screening/Summative Observation Instrument

### Domain: Instructional Organization and Development

<table>
<thead>
<tr>
<th></th>
<th>TOT. FREQ</th>
<th>FREQUENCY</th>
<th>FREQUENCY</th>
<th>TOT. FREQ</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Begins instruction promptly</td>
<td></td>
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</tr>
<tr>
<td>2.</td>
<td>Handles materials in an orderly manner</td>
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<td></td>
<td></td>
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<tr>
<td>3.</td>
<td>Clarifies student to classroom/maintains academic focus</td>
<td></td>
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<tr>
<td>4.</td>
<td>Conducts beginning/end of lesson</td>
<td></td>
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<tr>
<td>5.</td>
<td>Questions: academic comprehension</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>6.</td>
<td>Requires analysis/evaluation</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>7.</td>
<td>Recognizes response/interprets students correctly</td>
<td></td>
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<tr>
<td>8.</td>
<td>Provides for practice</td>
<td></td>
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<tr>
<td>9.</td>
<td>Authenticates student's learning by feedback</td>
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<tr>
<td>10.</td>
<td>Circulates and assists students</td>
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</table>

### Domain: Presentation of Subject Matter

<table>
<thead>
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<th>TOT. FREQ</th>
<th>FREQUENCY</th>
<th>FREQUENCY</th>
<th>TOT. FREQ</th>
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</thead>
<tbody>
<tr>
<td>11.</td>
<td>Treats concepts — definition/attributes/examples/non-examples</td>
<td></td>
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<tr>
<td>12.</td>
<td>Discusses cause-effect/results linking words/applies law or principle</td>
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<tr>
<td>13.</td>
<td>States and applies academic rule</td>
<td></td>
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<tr>
<td>14.</td>
<td>Develops criteria and evidence for value judgment</td>
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</table>

### Domain: Communication Verbal and Nonverbal

<table>
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<th>TOT. FREQ</th>
<th>FREQUENCY</th>
<th>FREQUENCY</th>
<th>TOT. FREQ</th>
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</thead>
<tbody>
<tr>
<td>15.</td>
<td>Emphasizes important points</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>16.</td>
<td>Expresses enthusiasm verbally/challenges students</td>
<td></td>
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<tr>
<td>17.</td>
<td>Uses body behavior that shows interest — smiles, gestures</td>
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<td>18.</td>
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<tr>
<td>19.</td>
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</table>

### Domain: Management of Student Conduct

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<th>FREQUENCY</th>
<th>FREQUENCY</th>
<th>TOT. FREQ</th>
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<tbody>
<tr>
<td>20.</td>
<td>Stops misconduct</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>Maintains instructional momentum</td>
<td></td>
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</tr>
</tbody>
</table>

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Notes:

- Florida Department of Education
- Division of Human Resource Development
- Number of Students Not Engaged: 1, 2, 3, 4

---

Florida Department of Education
# Level I: Post Observation Conference Record

<table>
<thead>
<tr>
<th>Name:</th>
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<table>
<thead>
<tr>
<th>School:</th>
<th>Observer:</th>
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<table>
<thead>
<tr>
<th>Date of Observation:</th>
<th>Date of Pre Conference</th>
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<tbody>
<tr>
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</table>

Information discussed:

Recommendations and Agreements:

Comments by the Appraiser:

Comments by the Teacher: (Optional)

<table>
<thead>
<tr>
<th>Appraiser’s Signature</th>
<th>Date</th>
<th>Teacher’s Signature</th>
<th>Date</th>
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Distribution: Original - Administrator  Copy - Teacher/Portfolio  Copy - Human Resources
The School Board of Sarasota County, Florida
Teacher Performance Appraisal System

Informal Observation Form

<table>
<thead>
<tr>
<th>Name:</th>
<th>Grade/Subject:</th>
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</thead>
<tbody>
<tr>
<td>School:</td>
<td>Observer:</td>
</tr>
</tbody>
</table>

1. The teacher used appropriate classroom management and disciplinary techniques.

2. The written information on the overhead, chalkboard, and/or handouts was legible.

3. The students responded to teacher questions more often with correct responses than no response or incorrect responses.

4. The teacher provided guided practice before assigning independent practice.

5. The lesson was engaging and interactive

6. The activities provided would help develop critical thinking skills.

7. The materials/resources matched the objective of the lesson and level of the students.

8. The needs of ESE, ESOL, and 504 students were met.


10. The teacher integrated technology into the lesson where appropriate.

11. The teacher provided enrichment or remedial activities.

12. The teacher used effective lesson development and presentation techniques.

13. The teacher established a climate of respect and courtesy.

14. The teacher communicated high expectations for all students.

15. The students exhibited on task behaviors.

<table>
<thead>
<tr>
<th>Effective</th>
<th>Ineffective</th>
<th>Not Observed</th>
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<tbody>
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Appraiser's Signature  Date  Teacher's Signature  Date

Teacher: Please return this form to the Principal within three (3) working days.

☐ If you want a conference check here.

Distribution: Original - Administrator  Copy - Teacher/Portfolio  Copy - Human Resources

An Equal Opportunity / Affirmative Action Agency
## TPAS Level I – Annual Contract Teacher Evaluation Form

**The School Board of Sarasota County, Florida**

*Teacher Performance Appraisal System * Annual Appraisal Form*

<table>
<thead>
<tr>
<th>Name:</th>
<th>Position:</th>
<th>School Year:</th>
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<thead>
<tr>
<th>SS#:</th>
<th>School:</th>
<th>Principal:</th>
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</table>

### Pre-Conference Date(s): | Formal Observation Date(s):

<table>
<thead>
<tr>
<th>Key for C, NI, U</th>
<th>C = Competent</th>
<th>NI = Needs Improvement</th>
<th>U = Unsatisfactory</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Performance Dimension Areas</strong></td>
<td>Competencies</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Classroom Management and Discipline</strong></td>
<td>• Established, explains, and exhibits classroom rules and procedures</td>
<td></td>
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<tr>
<td></td>
<td>• Corrects student misconduct using appropriate techniques.</td>
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<tr>
<td></td>
<td>• Uses class time effectively.</td>
<td></td>
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</tr>
<tr>
<td><strong>Knowledge of Subject Area and Planning for Instruction</strong></td>
<td>• Demonstrates command of subject matter adequate for the present assignment.</td>
<td></td>
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<tr>
<td></td>
<td>• Constructs and sequencese related short-range objectives in subject area(s) assigned.</td>
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<td></td>
<td>• Selects/develops and sequences related learning activities appropriate for the instructional objectives and student learning needs.</td>
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<td></td>
<td>• Assesses the entry level knowledge of students and progression of student performance.</td>
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<td></td>
<td>• Identifies and plans for the instructional needs of exceptional, ESOL and 504 students.</td>
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<tr>
<td><strong>Delivery of Instruction Including Use of Technology in the classroom</strong></td>
<td>• Presents subject matter accurately.</td>
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<td></td>
<td>• Communicates effectively.</td>
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<td></td>
<td>• Stimulates and directs student thinking and checks comprehension through the use of questioning techniques.</td>
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<td></td>
<td>• Uses effective lesson development and presentation to meet instructional objectives and student needs.</td>
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<tr>
<td></td>
<td>• Uses a variety of teaching techniques to meet instructional objectives.</td>
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<tr>
<td></td>
<td>• Uses variety of instructional resources to meet instructional objectives and student needs, including technological systems.</td>
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<td></td>
<td>• Uses prompts and frequent reinforcement to encourage students to complete tasks.</td>
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<td></td>
<td>• Establishes rapport with students in the classroom by using verbal and/or written motivational techniques.</td>
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<tr>
<td><strong>Evaluation of Instruction</strong></td>
<td>• Uses traditional and authentic assessment techniques to meet curricular requirements and the individual needs of students.</td>
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<td></td>
<td>• Sets performance standards for students based on Sarasota County adopted curriculum.</td>
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<tr>
<td></td>
<td>• Evaluates student progress and provides appropriate feedback to students and parents.</td>
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<tr>
<td><strong>Professional Responsibility and Characteristics</strong></td>
<td>• Participates in professional development activities.</td>
<td></td>
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<tr>
<td></td>
<td>• Identifies appropriate instructional and related strategies for students.</td>
<td></td>
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<td></td>
<td>• Handles contacts with students, parents, and community in a professional manner.</td>
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<tr>
<td></td>
<td>• Relates to colleagues, school and district personnel in a professional manner.</td>
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<td></td>
<td>• Upholds school rules, administrative regulations, and School Board Policies.</td>
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<td></td>
<td>• Works to achieve school goals and the School Improvement Plan.</td>
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<td></td>
<td>• Demonstrates proficiency in the use of Standard English.</td>
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</table>

### Check Overall Rating:

#### Fall Comments:

#### Spring Comments:

<table>
<thead>
<tr>
<th>Teacher’s Signature</th>
<th>Date</th>
<th>Teacher’s Signature</th>
<th>Date</th>
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<table>
<thead>
<tr>
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<th>Date</th>
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</table>

*The performance of students and collaboration with student families to increase student achievement dimensions are embedded in the Evaluation of Instruction and the Professional Responsibility and Characteristics Dimensions.

Teacher’s signature is required and only acknowledges an opportunity to review information. It does not necessarily indicate agreement.

Attach additional comments and any performance improvement plans if applicable.

Distribution: White - Personnel  Century - Employee  Pink - Evaluation

Ret: Master, 25 Y Term
Delt. OSA

"The School Board of Sarasota County complies with State Statutes as federal laws require on non-discrimination on the basis of race, color, sex, religion, national origin, age, handicap, disabilities, or marital status."

105-92-PER-HMR
Rev. 11/1/90
EFE 8753481

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**Level I – Annual Contract Support Staff Evaluation Form**

**TPAS**

The School Board of Sarasota County, Florida

*Support Staff Performance Appraisal System • Annual Appraisal Form*

<table>
<thead>
<tr>
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<th>Position:</th>
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</table>
| SS#:           | □ Behavior Specialist  
                □ ESE Liaison  
                □ Home School Liaison  
                □ Instructional Technology Facilitator  
                □ Media Specialist  
                □ School Counselor  
                □ School Psychologist  
                □ School Social Worker  
                □ Specialist/Consultant/Therapist |

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<th>C = Competent</th>
<th>NI = Needs Improvement</th>
<th>U = Unsatisfactory</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Performance Elements Areas</th>
<th>Competencies</th>
<th>Annual Appraisal</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>
| Management of Services and Organizational Skills | Maintains calendar and effectively prioritizes workload.  
Maintains and completes all required paperwork in a professional and timely manner.  
Uses time effectively. | Fall | Spring | C | NI | U | C | NI | U |
| Knowledge of Professional Area and Planning for Delivery of Services | Demonstrates command of professional area for the present assignment.  
Provides support for instructional needs of students.  
Communicates information accurately.  
Uses current best practices in planning the delivery of services.  
Identifies appropriate intervention and referral strategies for students. | Fall | Spring | C | NI | U | C | NI | U |
| Delivery of Services Including Use of Technology | Provides appropriate and effective services using current best practices in the area(s) of specialty.  
Provides professional development activities as appropriate.  
Maintains constructive working relationship with school and district colleagues for the benefit of students.  
Communicates effectively.  
Assists in ensuring compliance with district, state, and federal guidelines.  
Uses technology to access data and communicate. | Fall | Spring | C | NI | U | C | NI | U |
| Evaluation of Services** | Evaluates student progress and uses student data to provide appropriate feedback and support to school staff and parents.  
*Sees* appropriate formal and informal assessment techniques to identify individual needs of students.  
Sets and/or communicates student performance standards based on the Sarasota County Curriculum and/or Sunshine State Standards for Special Diploma. | Fall | Spring | C | NI | U | C | NI | U |
| Professional Responsibility and Characteristics | Participates in professional development activities.  
Participates in school/district/state committees and professional organizations.  
Handles contact with students, parents, and community in a professional manner.  
Relates to colleagues, school and district personnel in a professional manner.  
Upholds school rules, administrative regulations, and School Board Policies.  
Works to achieve school goals and the School Improvement Plan.  
Demonstrates proficiency in the use of Standard English.  
Adheres to professional code of ethics. | Fall | Spring | C | NI | U | C | NI | U |
| Collaboration with Students’ Families to Increase Student Achievement | Initiates parent/guardian or appropriate other contact when problems are identified.  
Is receptive and available for conferences requested by parent/guardian or appropriate others.  
Is professional in collaborating with staff, parents, students, and community. | Fall | Spring | C | NI | U | C | NI | U |

**Check Overall Rating:**

<table>
<thead>
<tr>
<th>Fall Comments:</th>
<th>Spring Comments:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Support Staff Signature</th>
<th>Date</th>
<th>Support Staff Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Appraiser’s Signature</th>
<th>Date</th>
<th>Appraiser’s Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**The Performance of Students’ Dimension is embedded in the Evaluation of Services Dimension.**

Support staff person’s signature is required and only acknowledges an opportunity to review information. It does not necessarily indicate agreement.

Attach additional comments and any Performance Improvement Plans if applicable.

148-03-PER-1ABR

Eff. 07-01-02

75
# Ongoing Review Form • Levels I and II

## Interim Review

**Date of Interim Review:**

**Interim Comments on Objective Achievement:**

<table>
<thead>
<tr>
<th>YES</th>
<th>Teacher Uses Technology in the Delivery of Instruction in the Classroom.</th>
</tr>
</thead>
<tbody>
<tr>
<td>NO</td>
<td>Teacher Uses Parent Input to Assess Attainment of Objective.</td>
</tr>
<tr>
<td>YES</td>
<td>Teacher Collaborates with Students’ Families to Increase Student Achievement.</td>
</tr>
</tbody>
</table>

## Final Review

**Date of Final Review:**

**Summative Comments on Objective Achievement:**

*Evaluation of professional growth objective: Must measure the extent to which the professional development activities accomplished student performance gains expected to result from the training activities. Must include student performance data.*

<table>
<thead>
<tr>
<th>YES</th>
<th>Teacher Used Technology in the Delivery of Instruction in the Classroom. Involvement Demonstrated.</th>
</tr>
</thead>
<tbody>
<tr>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>YES</td>
<td>Teacher Used Parent Input to Assess Attainment of Objective.</td>
</tr>
<tr>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>YES</td>
<td>Teacher Used Student Assessment Data to Assess Attainment of Objective.</td>
</tr>
<tr>
<td>NO</td>
<td></td>
</tr>
</tbody>
</table>

**Teacher’s Signature**

**Date**

**Appraiser’s Signature**

**Date**

**Distribution:**

- White – Administrator
- Yellow – Teacher
TPAS
The School Board of Sarasota County, Florida
Teacher Performance Appraisal System

Level 1: Product Checklist and Review Form

<table>
<thead>
<tr>
<th>Name:</th>
<th>School:</th>
<th>Grade/Subject:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Submitted:</td>
<td>Date Reviewed:</td>
<td></td>
</tr>
</tbody>
</table>

**Teacher Check-off**

<table>
<thead>
<tr>
<th>Required Products (Examples)</th>
</tr>
</thead>
<tbody>
<tr>
<td>List of appropriate classroom rules</td>
</tr>
<tr>
<td>Explanation of grading procedures</td>
</tr>
<tr>
<td>Documentation of participation on school or district committees</td>
</tr>
<tr>
<td>Inservice record and/or college transcript</td>
</tr>
<tr>
<td>Documentation of teacher participation in learned societies, professional organizations, and/or local, state, national committees.</td>
</tr>
<tr>
<td>Summary of consultation with appropriate staff members regarding special needs of individual students.</td>
</tr>
<tr>
<td>Summary of parent/guardian or adult student contact when problems were identified in the classroom.</td>
</tr>
<tr>
<td>Examples of up-to-date records of parent/guardian or adult student contacts.</td>
</tr>
<tr>
<td>Record of participation on school committees or student enrichment activities.</td>
</tr>
<tr>
<td>Examples of conventions of edited standard English in written work, particularly that which appears before students, parents and the community.</td>
</tr>
<tr>
<td>Confirmation of conference or letter about student retention.</td>
</tr>
<tr>
<td>Letter(s) to parent or guardian explaining student progress</td>
</tr>
<tr>
<td>Communication to student(s)/parent(s) on course requirements</td>
</tr>
<tr>
<td>A classroom test or other assessment instrument used to evaluate student progress</td>
</tr>
<tr>
<td>A lesson plan</td>
</tr>
<tr>
<td>A unit plan</td>
</tr>
</tbody>
</table>

**Teacher’s Signature**

<table>
<thead>
<tr>
<th>Date</th>
<th>Appraiser’s Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

Distribution: White – Administrator      Yellow – Portfolio      Pink – Teacher

*The School Board of Sarasota County complies with State Statutes on Veteran’s Preference and Federal Statutes on non-discrimination on the basis of race, color, sex, religion, national origin, age, handicap, disabilities, or marital status.*
<table>
<thead>
<tr>
<th>Competency</th>
<th>Observation</th>
<th>Interview</th>
<th>Portfolio</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Write in a logical and understandable style with appropriate grammar and sentence structure.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Read, comprehend, and interpret professional and other written materials.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Comprehend and work with fundamental mathematical concepts.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Recognize signs of severe emotional distress in students and apply techniques of crisis intervention with an emphasis on suicide prevention and positive emotional development.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Recognize signs of alcohol and drug abuse in students and apply counseling techniques with emphasis on intervention and prevention of future abuse.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Recognize the physical and behavioral indicators of child abuse and neglect, know rights and responsibilities regarding reporting, know how to care for a child’s needs after a report is made, and know recognition, intervention and prevention strategies pertaining to child abuse and neglect which can be related to children in a classroom setting in a nonthreatening, positive manner.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Comprehend patterns of physical, social, and academic development in students, including exceptional students in the regular classroom, and counsel these same students concerning their needs in this area.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Recognize and be aware of the instructional needs of exceptional student.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Comprehend patterns of normal development in students and employ appropriate intervention strategies for disorders of development.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Identify and comprehend the codes and standards of professional ethics, performance, and practices, the grounds for disciplinary action, and the procedures for resolving complaints filed, including appeal processes.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Recognize and demonstrate awareness of the educational needs of students who have limited proficiency in English and employ appropriate teaching strategies.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Use appropriate technology in teaching and learning processes.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Use assessment strategies to assist the continuous development of the learner.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. Use teaching and learning strategies that include considering each student’s culture, learning styles, special needs and socioeconomic background.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. Demonstrate knowledge and understanding of the subject matter that is aligned with the subject knowledge and skills specified in the student performance standards approved by the state board.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Administrator’s Signature

Distribution: Original - Administrator Copy - Teacher/Portfolio Copy - Human Resources

78
TPAS Level I and II - Professional Development Plan
The School Board of Sarasota County
Teacher Performance Appraisal System

<table>
<thead>
<tr>
<th>Name:</th>
<th>Level I</th>
<th>School:</th>
<th>Level II</th>
<th>School Year:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date for Follow-up Meeting to Review Progress:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

School or Area Improvement Goal:
Please specify.

Professional Growth Objective:
Must include clearly defined professional development objectives.

Expected Student Outcomes:
Must include specific and measurable improvements in student performance expected to result from the professional development activity(ies).

Professional Development Activity(ies): May include workshops, study groups, action research, coaching, reading resources, classroom visits, self-study, activities related to the Sarasota County Curriculum, subject content or teaching methods, technology, or some other data analysis, classroom management, or school safety or other.

Evaluation of Professional Development Plan: Describe the student performance data to be used to demonstrate objective accomplishment. Must measure the extent to which each professional developer activity accomplished student performance goals as expected to result from the training activity(ies).

Use of Parent Input to Assess Attainment of Objective: Describe how parent input will be used to assess attainment of objective.

Assistant and/or Resources Required:

Collaborating Personnel:

Teacher’s Signature: Date: Peer Teacher’s Signature: Date:

Appraiser’s Signature: Date: Other Educator or ISS Staff Mentor’s Signature: Date:

Distribution: White-Administrator Yellow-Teacher

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TPAS
The School Board of Sarasota County, Florida
Personnel Services
Teacher Performance Appraisal System
Ongoing Review Form • Levels I and II

Name: 

Level I 
Level II 

School: 
School Year: 

Collaborating Personnel:

<table>
<thead>
<tr>
<th>Interim Review</th>
<th>Final Review</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Interim Review:</td>
<td>Date of Final Review:</td>
</tr>
<tr>
<td>Interim Comments on Objective Achievement:</td>
<td>Summative Comments on Objective Achievement:</td>
</tr>
<tr>
<td>(Evaluation of professional growth objective. Must measure the extent to which the professional development activity(ies) accomplished student performance gains expected to result from the training activities. must include student performance data)</td>
<td></td>
</tr>
</tbody>
</table>

| Teacher Uses Technology in the Delivery of Instruction in the Classroom. | Teacher Used Technology in the Delivery of Instruction in the Classroom. Involvement Demonstrated. |
| Teacher Uses Parent Input to Assess Attainment of Objective. | Teacher Used Parent Input to Assess Attainment of Objective. |
| Teacher Collaborates with Students' Families to Increase Student Achievement. | Teacher Used Student Assessment Data to Assess Attainment of Objective. |

Teacher's Signature 
Date 
Appraiser's Signature 
Date 

Teacher's Signature 
Date 
Appraiser's Signature 
Date 

Distribution: White – Administrator Yellow – Teacher
## TPAS Level II – Annual Appraisal Form

The School Board of Sarasota County, Florida

**Teacher Performance Appraisal System**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Position:</th>
<th>School Year:</th>
</tr>
</thead>
<tbody>
<tr>
<td>SS#:</td>
<td>School:</td>
<td>Principal:</td>
</tr>
</tbody>
</table>

**Performance Planning Date:**

<table>
<thead>
<tr>
<th>Annual Appraisal Rating by Area</th>
<th>Performance Dimension Areas</th>
<th>Significant Accomplishments by the Teachers:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Competent</td>
<td>Performance of Students</td>
<td></td>
</tr>
<tr>
<td>Needs Improvement</td>
<td>Classroom Management and Discipline</td>
<td></td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td>Delivery of Instruction Including Use of Technology in the Classroom</td>
<td>Overall Comments by the Administrator:</td>
</tr>
<tr>
<td>Competent</td>
<td>Knowledge of Subject Area and Planning for Instruction</td>
<td></td>
</tr>
<tr>
<td>Needs Improvement</td>
<td>Evaluation of Instruction</td>
<td>Overall Comments by the Teacher (optional):</td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td>Professional Responsibility and Characteristics</td>
<td></td>
</tr>
<tr>
<td>Competent</td>
<td>Collaboration with Students' Families to Increase Student Achievement</td>
<td></td>
</tr>
<tr>
<td>Needs Improvement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Check Overall Rating:**

( ) Competent  ( ) Needs Improvement  ( ) Unsatisfactory

Appraiser’s Signature: __________________________ Date: ____________

Teacher’s Signature: __________________________ Date: ____________

---

*Attach Comments and any Performance Improvement Plans if applicable.*

Teacher’s signature is required and only acknowledges an opportunity to review information. It does not necessarily indicate agreement.

---

RET: Master, 25Y TR
Depl., OSA

"The School Board of Sarasota County complies with State Statutes on Veterans’s Preference and Federal Statutes on non-discrimination on the basis of race, color, sex, religion, national origin, age, handicap, disabilities, or marital status."
# TPAS Level II – Annual Appraisal Form

The School Board of Sarasota County, Florida  
Support Staff Performance Appraisal System

<table>
<thead>
<tr>
<th>Name:</th>
<th>Position:</th>
</tr>
</thead>
<tbody>
<tr>
<td>SS#:</td>
<td>□ Media Specialist</td>
</tr>
<tr>
<td>School/Department:</td>
<td>□ Behavior Specialist</td>
</tr>
<tr>
<td>School Year:</td>
<td>□ ESE Liaison</td>
</tr>
<tr>
<td>Administrator:</td>
<td>□ Home School Liaison</td>
</tr>
<tr>
<td>Performance Planning Date:</td>
<td>□ Instructional Technology Facilitator</td>
</tr>
<tr>
<td>Interim Review Date:</td>
<td>□ Specialist/Consultant/Therapist</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Annual Appraisal Rating by Area</th>
<th>Performance Dimension Areas</th>
<th>Significant Accomplishments by the Support Staff:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Competent</td>
<td>Performance of Students</td>
<td></td>
</tr>
<tr>
<td>Needs Improvement</td>
<td>Management of Services and Organizational Skills</td>
<td></td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td>Delivery of Services</td>
<td>Overall Comments by the Administrator:</td>
</tr>
<tr>
<td></td>
<td>Including Use of Technology</td>
<td></td>
</tr>
<tr>
<td>Competent</td>
<td>Knowledge of Professional Area and Planning for Delivery of Services</td>
<td>Overall Comments by the Support Staff (optional):</td>
</tr>
<tr>
<td>Needs Improvement</td>
<td>Evaluation of Services</td>
<td></td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td>Professional Responsibility and Characteristics</td>
<td></td>
</tr>
<tr>
<td>Competent</td>
<td>Collaboration with Students’ Families to Increase Student Achievement</td>
<td></td>
</tr>
<tr>
<td>Needs Improvement</td>
<td>Unsatisfactory</td>
<td></td>
</tr>
</tbody>
</table>

**Check Overall Rating:**  
( ) Competent  ( ) Needs Improvement  ( ) Unsatisfactory

Appraiser’s Signature:  Date:  Support Staff Signature:  Date:

---

*Teacher’s signature is required and only acknowledges an opportunity to review information. It does not necessarily indicate agreement.*
## PERFORMANCE IMPROVEMENT PLAN

<table>
<thead>
<tr>
<th>Teacher:</th>
<th>School:</th>
<th>Appraiser:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Competency to be Improved</td>
<td>Strategies/Activities for Improvement</td>
<td>Facilitator and Resources</td>
<td>Expected Outcomes and Timeline</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Appraiser's Signature and Comments</th>
<th>Teacher's Signature and Comments</th>
<th>Educator Support Panel Signatures</th>
<th>District: Representative Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date:</td>
<td>Date:</td>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

Version 1.5, 12/9 RET: MASTER 50 Y Dupl - OSA

101-92-PUR-HMR Eff 8/20/92
**ADMINISTRATOR RESPONSIBILITIES AND TIMELINE**

Teacher ____________________________ Alternative Certification Teacher YES ☐ NO (circle one)

School _________________________________ Hire Date ________________

Mentor _______________________________ 97th Day __________________

**TPAS**

<table>
<thead>
<tr>
<th>Activity</th>
<th>DATE</th>
<th>SIGN OFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Orientation Meeting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Meet with teacher to approve Professional Development Plan</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**FIRST SUMMATIVE**

<table>
<thead>
<tr>
<th>Activity</th>
<th>DATE</th>
<th>SIGN OFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Pre-Conference (TPAS Level 1: Lesson Plan Form)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Summative Observation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Post Conference</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(“NI” or “U” call Professional Development Department for assistance)

*NOTE: One summative observation may be unannounced*

**INFORMAL VISIT**

□ Fifteen to twenty minute walk through

**FALL CONFERENCE** (Induction Year Only)

<table>
<thead>
<tr>
<th>Activity</th>
<th>DATE</th>
<th>SIGN OFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Fall conference:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Review progress of SCIP Guidelines</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Conference to be called by Administrator and include Mentor and Teacher. Include Alternative Certification Liaison, [ACT] if appropriate</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**MID-YEAR EVALUATION**

□ TPAS Annual Contract Teacher Evaluation Form

**TPAS ON-GOING REVIEW FORM**

□ Interim Review

**SECOND SUMMATIVE**

□ Pre-Conference (one observation is announced)

□ Summative Observation

□ Post Conference

**END OF YEAR CONFERENCE** (Induction Year Only)

□ End of the Year conference to:
  □ Review SCIP Guidelines
  □ Sign Guidelines Form to verify program completion
  □ Submit End of Activity Salary Supplement Recommendation Form to Human Resources
  □ Conference to be called by Administrator and include Mentor and Teacher. Include Alternative Certification Liaison, [ACT] if appropriate

*Note: Sign and date SCIP Guidelines Form when requirements are fulfilled by the Mentor and New Hire*

**FINAL EVALUATION**

□ TPAS Annual Contract Evaluation Form

**TPAS ON-GOING REVIEW FORM**

□ Final Review

**TPAS PRODUCTS CHECKLIST**

□ TPAS Level 1: Product Checklist & Review Form

□ Educator Accomplished Practices Checklist
**APPENDIX E - GRIEVANCE REFERRAL FORM**

Name of Grievant:

Date of Grievance:

Article(s) , Section(s),

And other applicable Statutes, DOE Rules and/or School Board Rules

Work Site: To Whom Submitted:

Description of Grievance:

Corrective Action Requested By Grievant:

<table>
<thead>
<tr>
<th>Date Filed</th>
<th>Hearing Date</th>
<th>Response Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Informal</td>
<td>Informal</td>
<td>Informal</td>
</tr>
<tr>
<td>Step I</td>
<td>Step I</td>
<td>Step I</td>
</tr>
<tr>
<td>Step II</td>
<td>Step II</td>
<td>Step II</td>
</tr>
<tr>
<td>Step III</td>
<td>Step III</td>
<td>Step III</td>
</tr>
<tr>
<td>Step IV</td>
<td>Step IV</td>
<td>Step IV</td>
</tr>
<tr>
<td>Step V</td>
<td>Step V</td>
<td>Step V</td>
</tr>
<tr>
<td></td>
<td>Administration</td>
<td>Grievant</td>
</tr>
<tr>
<td></td>
<td>Sustained/Denied</td>
<td>Accepted/Rejected</td>
</tr>
</tbody>
</table>

Informal

Step I

Step II

Step III

Step IV

Step V

Step I

Signature of Administrator Date

Signature of Grievant Date

Step II

Signature of Administrator Date

Signature of Grievant Date

Step III

Signature of Administrator Date

Signature of Grievant Date

Step IV

Signature of Administrator Date

Signature of Grievant Date

Step V

Signature of Administrator Date

Signature of Grievant Date
APPENDIX F - SUMMER SCHOOL

A. Coordination with Main Collective Bargaining Agreement

This summer school Agreement is adopted by the SC/TA and the Board as an amendment of the main collective bargaining Agreement. If there is any conflict or inconsistency between the terms and conditions of the main Agreement and those of this summer school Agreement (pertaining to summer school) the terms and conditions of this summer school Agreement shall prevail. Certain provisions of the main Agreement have no relevance to summer school because of operational differences. Such portions of the main Agreement shall not apply to summer school.

B. Summer School Benefits

Sick leave will be earned, and may be used or accumulated, in the same manner and degree as during the regular school year. Other fringe benefits provided during the regular school year will also be provided during summer school, except that shall be no duplication or overlap of benefits.

All benefits will be prorated according to the number of days of summer school. Summer school teachers who work at least half the summer school term, will receive benefits at one-half the rate or amount received by full time summer school teachers.

C. Selection of Summer School Teachers

All currently employed instructional staff are eligible for summer school employment. Teachers selected for summer school should be certified in the subject area to be taught. Except as otherwise agreed, when two or more teachers are eligible for a summer school position, the teacher with the greatest seniority shall be selected, provided the teacher has taught in the subject area sometime within the previous five years. Otherwise, the teacher selected shall be the teacher with the greater length of service in Sarasota County. If no certified candidate applies for a position, such position may be filled at the Superintendent’s discretion. PTO directors, coaches, media specialists, counselors, and other positions as agreed to by the parties to have a special need to teach at the school to which they are normally assigned, may be hired without regard to any limitation stated in this Agreement. The school principal and the Director of Summer School may designate other positions which may be filled without regard to seniority. Any building principal who selects outside the scope of this condition must substantiate such reason(s) in writing, consult with the SC/TA and provide a copy to the teacher(s) affected.

D. Placement

Eligible teachers who during the preceding regular school year were assigned to a school in which summer school is being held, shall be assigned to that school site during summer school. If a sufficient number of positions are not available at that school, the teacher with the greater seniority will be selected.

E. Salary

The summer school salary schedule daily rate will be equivalent to the teacher salary schedule daily rate of the immediate past year.

F. Work Day

The parties agree that the implementation of the regular daily rate during summer school will not be construed to be a precedent with respect to what constitutes the work day in terms of hours during the regular school year. The parties agree that the length of the non-instructional summer school day can be increased by management if so desired, not to exceed the length of the regular school year day.
# THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
## STUDENT DISCIPLINE REFERRAL REPORT

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>7. Fighting</td>
<td>16. Sex Offenses</td>
<td>25. Left Class Without Permission</td>
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</table>

<table>
<thead>
<tr>
<th>INCIDENT CONTEXT (Circle One):</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. During School Hours</td>
</tr>
<tr>
<td>2. Non-School Hours</td>
</tr>
<tr>
<td>3. Non-School Sponsored Activity (School Sponsored Activity)</td>
</tr>
<tr>
<td>4. Unrelated Event</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>INCIDENT LOCATION: (Circle One):</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. On-Campus</td>
</tr>
<tr>
<td>2. School Sponsored Event (Off-Campus)</td>
</tr>
<tr>
<td>3. School-Sponsored Transportation</td>
</tr>
<tr>
<td>4. Off-Campus - Non-School Sponsored Activity</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>INCIDENT INVOLVEMENT TYPE (Circle One):</th>
</tr>
</thead>
<tbody>
<tr>
<td>5. Student</td>
</tr>
<tr>
<td>6. Non-Student</td>
</tr>
<tr>
<td>7. Both Student and Non-Student</td>
</tr>
<tr>
<td>8. Unknown</td>
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</tbody>
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<table>
<thead>
<tr>
<th>INCIDENT REPORTED TO LAW ENFORCEMENT?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
<tr>
<td>No</td>
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</table>

<table>
<thead>
<tr>
<th>CIRCLE ALL THAT APPLY TO THE STUDENT WITHIN THE INCIDENT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gang Alcohol Drug Hate-Crime Weapons: Firearms Knife Other Weapons Explosive, Incendiary or Poison Gas</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>ACTIONS TAKEN PRIOR TO REFERRAL (Circle All That Apply – If Applicable):</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Behavior Contract</td>
</tr>
<tr>
<td>2. Changed Student’s Seat</td>
</tr>
<tr>
<td>3. Checked Student’s Record</td>
</tr>
<tr>
<td>4. Conference With Parent</td>
</tr>
<tr>
<td>5. Conference With Student</td>
</tr>
<tr>
<td>6. Detention</td>
</tr>
<tr>
<td>7. Lose of Privilege</td>
</tr>
<tr>
<td>8. Referred to Guidance</td>
</tr>
<tr>
<td>9. Sent Report Home</td>
</tr>
<tr>
<td>10. Telephoned Parent</td>
</tr>
<tr>
<td>11. Time-out</td>
</tr>
<tr>
<td>12. Other</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REFERRED/REPORTED BY: NAME (Last, first, Middle Initial)</th>
</tr>
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<tbody>
<tr>
<td>Reason for Referral (enlarge if necessary)</td>
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</table>

<table>
<thead>
<tr>
<th>DISCIPLINARY/REFERRAL ACTION CODE (Circle all That Apply):</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Out-Of-School Suspension</td>
</tr>
<tr>
<td>2. In-School Suspension</td>
</tr>
<tr>
<td>3. Change of Schedule/Teacher</td>
</tr>
<tr>
<td>4. Change of School</td>
</tr>
<tr>
<td>5. Confinement/With Parent/Date</td>
</tr>
<tr>
<td>6. Conference With Student</td>
</tr>
<tr>
<td>7. Detention</td>
</tr>
<tr>
<td>8. Expelled</td>
</tr>
<tr>
<td>9. Letter to Parent</td>
</tr>
<tr>
<td>10. Loss of Parking Privileges</td>
</tr>
<tr>
<td>11. Loss of Privileges</td>
</tr>
<tr>
<td>12. Parent/Guardian Pick-up(Delivery)</td>
</tr>
<tr>
<td>13. Referred to Guidance</td>
</tr>
<tr>
<td>14. Referred to Peer Mediation</td>
</tr>
<tr>
<td>15. Referred to S.T.A/H.S/G.A/P</td>
</tr>
<tr>
<td>16. Referred to Teen Court</td>
</tr>
<tr>
<td>17. Saturday School</td>
</tr>
<tr>
<td>18. Student Placed on Probation</td>
</tr>
<tr>
<td>19. Suspended Bus Privileges</td>
</tr>
<tr>
<td>20. Telephoned Parent/Date</td>
</tr>
<tr>
<td>21. Time-out</td>
</tr>
<tr>
<td>22. Work Detail</td>
</tr>
<tr>
<td>23. I.E.P. Review</td>
</tr>
<tr>
<td>24. Referred To Court</td>
</tr>
<tr>
<td>25. Other</td>
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</table>

<table>
<thead>
<tr>
<th>NUMBER OF DAYS SUSPENDED IF DISCIPLINARY/REFERRAL ACTION 1, 2, OR 19):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Date               Ending Date</td>
</tr>
<tr>
<td>Student notified of hearing by: letter</td>
</tr>
<tr>
<td>Parent/Guardian notified of hearing by: letter</td>
</tr>
<tr>
<td>Hearing Held (Date):</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COMMENTS AND FOLLOW-UP:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date / / / Student Signature</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DISTRIBUTION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>White - Student Record</td>
</tr>
<tr>
<td>Yellow - Parent/Guardian</td>
</tr>
<tr>
<td>Pink - Person Making Referral</td>
</tr>
</tbody>
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| RET: |
| Master, 3FY |
| An Equal Opportunity/Affirmative Action Agency |
| 016-95-DIS |
| Rev. 6/14/96 |

3-34
INCIDENT CODE DEFINITIONS

1. Alcohol - The violation of laws or ordinances prohibiting the manufacture, sale, purchase, transportation, possession or use of intoxicating alcoholic beverages.

2. Arson (Setting a fire on school property) - To intentionally damage, or attempt to damage, any real or personal property by fire or incendiary device.

3. Battery (Physical attack/harm) - An intentional striking of another person against his/her will or intentionally causing harm to an individual.

4. Breaking/Entering - The unlawful entry into a building or other structure with the intent to commit a crime therein.

5. Disorderly Conduct - Any act which substantially disrupts the orderly conduct of a school function, or behavior which poses a threat to the health, safety, and/or welfare of students, staff, or others.

6. Drugs Excluding Alcohol (Possession, sale, use) - The unlawful use, sale, distribution, purchase or possession of any controlled drug or narcotic substance, and the possession of any equipment or device used for taking drugs or narcotics.

7. Fighting (mutual altercation) - Mutual participation in a fight involving physical violence, where there is no one main offender and no major injury. Does not include verbal confrontations, tussles or minor confrontations.

8. Homicide (murder, manslaughter) - Killing of one human being by another, killing a person through negligence.

9. Kidnapping (abduction) - To unlawfully seize and detain another person against his/her will.

10. Larceny/Theft - The unlawful taking, carrying, leading or driving away of property of another person or school property without threat, violence or bodily harm.

11. Motor Vehicle Theft (including attempted) - The theft or attempted theft of a motor vehicle.

12. Robbery (using force) - The taking, or attempting to take, anything of value that is owned by another person or organization, under confrontational circumstances by force or threat of force and/or by putting the victim in fear.

13. Threat/Intimidation - To unlawfully place another person in fear of bodily harm through verbal threats without displaying a weapon or subjecting the person to a physical attack.

14. Tobacco/Smoking - Use or possession of tobacco products.

15. Trespassing - To enter or remain on a public school campus or School Board facility without authorization or invitation and with no lawful purpose for entry, including students under suspension or expulsion.

16. Sex Offenses (sexual behavior, indecent exposure) - Sexual intercourse, sexual contact, or other unlawful behavior or conduct intended to result in sexual gratification without force or threat of force and where the victim is capable of giving consent.

17. Sexual Battery (forcible sex offenses, includes attempted) - Any sexual act or attempt directed against another person, or attempts forcibly and/or against person's will; or not forcibly or against the person's will where the victim is incapable of giving consent because of his/her youth or because of temporary or permanent mental incapacity.

18. Sexual Harassment - Unwanted, repeated, verbal or physical sexual behavior, offensive and objectionable to recipient, which causes discomfort and humiliation and interferes with school performance.

19. Vandalism - The willful and/or malicious destruction, damage or defacement of public or private property, real or personal, without the consent of the owner of the property or the person having custody or control of it.

20. Weapons Possession - Any instrument or object used to inflict harm on another person, or to intimidate any person.

21. Other Major Offenses - Any major incident resulting in disciplinary action not classified previously.

22. Bus Misconduct - Failure to observe school bus rules.

23. Disobedient/Insolent - Not following directions of staff, failure to observe rules, openly challenging authority.

24. Disruptive - Behavior which causes the interruption of a school function.

25. Left Class Without Permission - The leaving of class without the permission of the individual supervising the class.

26. Non-Controlled Substance - The unauthorized possession, distribution, sale, or use of a non-controlled drug or chemical for a purpose other than that for which it is intended.

27. Parking Violation - Failure to observe school rules regarding the parking of motor vehicles.

28. Petty Theft - The unlawful taking of property of another person or school property without threat, violence, or bodily harm, where the value of the property is small.

29. Profanity - Swearing or cursing.

30. Tardiness - Late for school or class.

31. Truancy - Unexcused absence from class period(s) or unexcused absence(s) for school day(s).

32. Other Minor infractions - Any minor incident resulting in disciplinary action not classified previously.

33. Off-Campus - Not School Related - (Example: Felony leading to long-term suspension/expulsion).
APPENDIX A - EMPLOYEES OF CHARTER SCHOOLS

1. Employment Status
   
a. Conversion of existing school, instructional bargaining unit:

   Board employees who choose to remain in an existing school that becomes a charter school that has
   elected within its charter to continue as part of the existing instructional bargaining unit will be bound by
   all the terms and conditions of the Instructional Bargaining Unit Agreement (including the accrual of sen-
   iority) consistent with other members of the instructional bargaining unit.

b. Conversion of existing school or new charter school, different or no bargaining unit:

   Board employees who elect to work in a charter school with a different or no bargaining unit will be con-
   sidered to be on an unpaid charter school leave with the Board. New employees hired by a charter school
   (other than those hired in converted Board schools who elect to remain within the instructional bargaining
   unit) will not be considered to be members of the Instructional Bargaining Unit of the School Board of
   Sarasota County and will have no transfer or seniority rights for bargaining unit positions.

2. Initial Staffing

   Any existing employee at that work site who chooses not to participate in the newly converted chartered school
   will be afforded the opportunity to surplus him/herself and will be placed in a manner consistent with those
   procedures outlined elsewhere in this Agreement.

3. Seniority Rights

   While on an approved charter school leave of absence the teacher’s seniority time with the Board will be fro-
   zen, and s/he will not accrue any additional seniority while on such leave.

4. Rights of Return to Board Position

   Teachers on an approved charter school leave wishing to return to employment with the Board will be placed
   into vacant positions in a manner consistent with those procedures specified elsewhere in this Agreement for a
   teacher returning to duty from an approved leave of absence. A teacher hired by a charter school who is not on
   an approved charter school leave of absence from the Board may apply for a vacant position with the Board
   and will be treated in a manner consistent with other non-Board applicants.

5. Benefits

   Teachers on a charter school leave of absence will be able to purchase their benefits pursuant to current CO-
   BRA and Instructional Bargaining Unit Agreement guidelines.

6. Salary Experience Credit

   Teachers will not accrue experience credit with the Board for those years for which they serve on an approved
   charter school leave of absence. New teachers employed by the charter schools who are subsequently em-
   employed by the Board will be placed on the salary schedule in a manner consistent with those rules specified in
   Appendix A1(a) of the Instructional Bargaining Unit Agreement.

7. Transfers/Surplusing

   The existing transfer and surplusing procedures outlined elsewhere in this Agreement will not apply to charter
   schools (other than converted Board schools which elect to remain within the instructional bargaining unit).
   Specifically, Board employees may not transfer or be surplus into charter schools. Existing Board employ-
   ees may request to be hired by the charter school and such hiring will be governed by whatever rules have been
   promulgated by that charter school and approved by the Board.
Appendix I – 401A QUALIFIED RETIREMENT PLAN FOR ACCUMULATED SICK LEAVE PAY AND ANNUAL LEAVE/VACATION PAY

The BENECOR NATIONAL GOVERNMENT EMPLOYEES RETIREMENT PLAN™ (BENCOR SPECIAL PAY PLAN™) is offered by BENECOR, Inc. to help governmental units and their employees save up to 7.65% of Social Security/Medicare taxes and to defer income taxes on eligible Plan contributions. Provided below is an explanation of how the Plan works:

Eligibility

- Employees who are retiring or going into DROP and have at least $2500 of accumulated sick-leave pay or annual leave/vacation pay will participate in this Plan.
- Accumulated sick-leave pay or annual leave/vacation pay will be placed into the BENECOR NATIONAL PLAN subject to contribution limits and Board Policy.

Contribution Limits

- The maximum Plan contribution cannot exceed 100% of the Plan Year Salary or $40,000; whichever is less. (Plan year 7/1/2002 – 6/30/2003)
- In the last year of employment, (and in the year before entering DROP), if Plan Year Salary is less than $40,000, the maximum Plan contribution cannot exceed 50% of the Plan Year Compensation or $40,000; whichever is less. (Plan Year Compensation = salary (July 1-June 30) + sick leave pay + annual leave/vacation pay + incentive pay (“Special Pay”) that is to be paid in that year.)
- The maximum Plan contribution limit is calculated each year.
- There is a dollar-for-dollar set-off against the $40,000 Special Pay Plan annual contribution limit for money placed into a 401(k) plan or into the State Investment Plan.
- In addition, you can fully fund your elective deferral 403(b) Plan. Please consult your TSA advisor or your tax advisor regarding your 403(b) Plan contribution limits.

Investments

- Initially, Special Pay Plan contributions are automatically invested in the Potentia General Account (i.e. guaranteed/fixed). Subsequently, the participant can self-direct among 20 investment choices.

Investment Expenses

- There is no asset-management fee charged against the Potentia General Account (i.e. guaranteed/fixed). An asset-management fee is deducted from variable accounts only. The fee is charged quarterly and will be indicated on the quarterly statements sent to all Plan participants.

Distributions

- Distributions may be taken at termination of employment or because of total disability or death.
- The participant may choose to leave money in the Plan, self-directing future investments and taking distributions as desired in a tax-deferred manner. Distributions may be taken in a lump sum or as periodic payments taken monthly, quarterly, semi-annually or annually. (Remember, it may be advantageous under Federal tax laws to delay taking distributions until a later tax year when the individual’s tax rate may be lower.)
- A participant (or surviving spouse) can do a “rollover” into an IRA or into another qualifying plan.
- To receive a distribution, the participant must initiate the process by requesting a distribution packet from BENECOR Administrative Services at 1-888-258-3422.
- Distributions will be processed in a timely manner with minimum waiting.
- There is no 10% IRS penalty if the employee is at least age 55 in the year of separation from employment.
- Employees who have retired and fall within a certain age category (those who were less than age 55 in the year of separation from employment) and elect to withdraw these funds are subject to a 10% early-withdrawal penalty by the IRS. The employer will "make whole" those employees who fall within this category, if they request all of their funds from the Plan Administrator within 30 days of separation from employment. This would normally require a make-up of 2.35% (10% penalty less 7.65% previous savings on social security taxes). However, individuals who have met their FICA salary limit before retiring would receive an 8.55% (10% penalty – 1.45% savings) reimbursement for amounts over the limit.
- Please consult your tax advisor for information regarding the taxability of Plan distributions.
- Loans – for loan provisions, contact the BENCOR Administrative Services at 1-888-258-3422.

DROP Participants' Terminal Sick Leave Pay/Annual Leave will be processed as follows:
- **Annual Leave** – Employees participating in DROP receive their annual leave as a lump sum payment at the time of enrollment in DROP. Annual leave will be paid into the "BENCOR NATIONAL PLAN" subject to contribution limits. Any annual leave in excess of Plan contribution limits will be paid to the participant subject to Federal tax and related payroll taxes (Social Security and Medicare). The participant does not have access to this money until the end of DROP – other than through loan provisions. This dollar amount will be included in the employee’s compensation for retirement benefit calculation purposes (FRS).
- **Terminal Sick Leave Pay** – An employee participating in DROP will have a percentage of his/her accumulated sick leave pay balance deposited into their account each year of DROP. For example, an employee participating in DROP for a period of five (5) years will have terminal sick leave pay deposited into their account as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Percentage of Balance</th>
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<tbody>
<tr>
<td>1</td>
<td>20% of balance of terminal sick leave</td>
</tr>
<tr>
<td>2</td>
<td>25% of balance of terminal sick leave</td>
</tr>
<tr>
<td>3</td>
<td>33% of balance of terminal sick leave</td>
</tr>
<tr>
<td>4</td>
<td>50% of balance of terminal sick leave</td>
</tr>
<tr>
<td>5</td>
<td>100% of balance of terminal sick leave</td>
</tr>
</tbody>
</table>

If the yearly sick pay contribution exceeds the amount of the contribution limit (see Contribution Limits above) the excess amount will be rolled into the next plan year.

Employees terminating prior to the fifth year of DROP will have 100% of their remaining eligible sick leave balance paid into the Plan, subject to contribution limits. Any excess amount will be paid to the participant, subject to all applicable taxes. This method of payment allows employees to take maximum advantage of Federal tax law.

Existing DROP participants (entered DROP prior to 1/1/2003) will have their special pay balance paid into the Plan subject to contribution limits at the end of DROP. Any excess amount will be paid to the participant, subject to all applicable taxes.
Appendix J - PERFORMANCE PAY

Teacher Performance Pay Plan
The School Board of Sarasota County, Florida
and
The Sarasota Classified/Teachers Association

This plan has been developed to meet the requirements of section 1012.22(1)(c) 4, Florida Statutes. A supplement equal to 5% of the teacher’s base salary for bachelors step one will be paid to any teacher who has completed an application and has been designated “outstanding.” The district will maintain a reserve of $300,000 for this purpose. The amount distributed shall not exceed the amount budgeted.

Minimum Application Criteria
In order to apply for Performance Pay, teachers including classroom teachers, media specialists, guidance counselors, reading coaches and ESE Liaisons must meet the following criteria:

1. Must have a Continuing or Professional Services Contract in Sarasota County
2. Must have taught for at least three (3) consecutive years in Sarasota County
3. Must have taught for a minimum of five (5) years
4. Must have satisfactory evaluation on previous teacher appraisal
5. Must not have received performance pay during the past three years

Any teacher who meets the criteria listed above may apply for performance pay by submitting the following information to the Human Resources Department no later than August 15, 2003.

Applicants must complete the checklist of activities attached and provide documentation of participation during the 2002-03 fiscal year (July 1, 2002 – June 30, 2003) for each item checked. It is the responsibility of the applicant to provide documentation of every activity checked. There will be no opportunity to resubmit documentation that is incomplete. All items are of equal weight.

Qualified applicants will be assigned a score based on the checklist and documentation presented. Applicants will be listed in descending order based on that score. Applicants will be awarded performance pay in descending order until the allocated funds have been expended. Ties will be broken at the cutoff based on the seniority of the applicant.

Documentation Review Committee
A committee of three people appointed by the SCTA and three people appointed by the Superintendent shall be established for the purpose of reviewing all applications, documentation and assessing the number of points assigned to each applicant’s submission.

Appeal Process
Appeals will be limited to those who contest the scores assigned based on the provided documentation. Appeals will be filed in writing on the form provided on or before September 20, 2003. The Documentation Review Committee will consider the appeal.
Notification and Payment of Performance Pay
All applicants will be notified of their numerical scores and whether or not they will receive a 5% supplement no later than September 10, 2003. Payment for Performance Pay will be sent out not later than the last pay period in October.

Checklist of Items for Qualification/Participation
(Check all that apply. All items are applicable for the fiscal year of July 1, 2002 – June 30, 2003)

____ meets the required ESOL training requirements
____ works at a Title I school or Oak Park
____ works at a school where the total FCAT learning gains (reading and mathematics) were 145% or above for the applicable year
____ awarded teacher of the year at a Sarasota County school (for any year)
____ has National Board Certification
____ completes 30 hours or more of professional development (or equivalent college credit)
____ conducts professional development activity
____ responsible for one or more non-supplemented club or activity (i.e., school dance, science fair) at my school
____ serves on one or more school committees (other than SAC or SDMT)
____ works at school site without compensation outside duty hours
____ chairs a school committee
____ serves on the SAC or SDMT with attendance at 80% or more of the meetings
____ responsible for documenting and implementing AIP/IEP interventions for 10 or more students (elementary), 30 or more students (middle) or 40 or more students (high)
____ serves as case manager (including writing and implementing IEP/LEP Plan) for 25 or more ESE or LEP students
____ holds membership in one or more professional education organizations
____ participates in district committee
____ submits one or more grant applications
____ participates in school fundraising activity after the duty day
____ serves as a trained Mentor teacher with at least one assigned beginning teacher for the school year
____ supervises an intern
____ serves on SCTA Board of Directors (i.e., Representative Council)
APPENDIX K - MEMORANDA OF UNDERSTANDING

The following is the proposed Memorandum covering the bonus payments to Advanced Placement classroom teachers.

November 7, 2000

Memorandum of Understanding

With regard to the incentives provided by statute for those teachers teaching advanced placement (AP) courses, the undersigned parties hereby agree to the following terms:

1. Teachers teaching AP classes on the day of the prior year’s testing will be eligible to receive those incentives specified below.

2. Each AP teacher will receive a cash bonus of $50.00 for each student in his or her class who receives a score of “3” or higher on the AP exam in the subject area taught by the AP teacher. The total bonus for each AP teacher will not exceed $2,000 per year.

3. Teachers will receive the applicable bonus in November of the following school year and must still be employed by the School Board of Sarasota County based on the AP test results of the prior school year’s test results.

4. Should at some point in the future Sarasota County have a “D” or “F” rated high school, this Memorandum will be modified to increase the bonus payments in compliance with those specific mandates.

5. This Memorandum will remain in full force and effect until such time as one of the following conditions occurs: it is mutually altered by the parties, the State fails to specifically fund this incentive, or if the specific funding becomes unencumbered.